

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director^{RLK}
Date: March 18, 2025
Subject: Request for Approval of Services Agreement with Clean Harbors Environmental Services, Inc. of Norwell, MA, for Household Hazardous Waste Collection Services at Buckman Road Recycling and Transfer Station in the Amount of \$135,000 (RFP No. 25043)

SUMMARY

The Agency is requesting the Board approve a Services Agreement (Agreement) with Clean Harbors Environmental Services, Inc. of Norwell, MA, (Clean Harbors) for household hazardous waste (HHW) collection services at Buckman Road Recycling and Transfer Station (BuRRT).

Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The compensation for the first year of the Agreement is \$135,000. Funding is available from 8100852.510250 (Service Contracts).

BACKGROUND

On November 5, 2024, the Agency issued Request for Proposal (RFP) No. 25043 for HHW collection services at BuRRT. Three firms responded to the RFP.

- Clean Earth Environmental Solutions. Inc., King of Prussia, PA
- Clean Harbors Environmental Services, Inc. Norwell, MA
- Veolia ES Technical Solutions, LLC, Vancouver, WA

On November 2, 2020, the evaluation committee selected Clean Harbors as the most qualified firm. The evaluation criteria and weighted values consisted of the following: organizational experience and qualifications (30%); organizational references (20%); capacity and capability (30%); proximity to or familiarity with the Agency (10%); and cost proposal (10%).

Agency staff negotiated with Clean Harbors as per the Scope of Services in Exhibit A of the Agreement.

In general, the Scope of Services consists of the following:

- Collect and transport HHW to its final destination (e.g., recycling, incineration, and disposal);
- Deliver supplies for the HHW program;
- Provide on-call services for identification and characterization of unknown HHW

- Offer regulatory and operational training, as requested by the Agency;
- Provide hazardous waste services for very small quantity generators; and
- Assist at HHW collection events, as requested by the Agency.

The first year of compensation is based on historical HHW quantities collected at BuRRT. The actual cost will depend on the type and amount of HHW. Clean Harbors will invoice very small-quantity generators separately.

ACTION REQUESTED

The Agency requests Board approval of a Services Agreement with Clean Harbors for HHW collection services at BuRRT for \$135,000.

Attachments: 1) Services Agreement with Clean Harbors
2) RFP No. 25043 (without Appendices)

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ATTACHMENT 1

**Services Agreement
with
Clean Harbors**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
(HHW Collection Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Clean Harbors Environmental Services, Inc. (“Contractor”) to provide household hazardous waste (HHW) collection services (RFP No. 25043) at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. 25043, and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

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 One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. 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 within thirty (30) days 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 Exhibit A attached hereto.

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 via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

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

decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, 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

Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.. 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

A. 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 actual damage incurred by the Agency due to Contractor's default.

B. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits.

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 and for a period of three (3) years after the termination 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. This Section shall not apply to information that (i) is or becomes a part of the public domain; (ii) was in the possession of or available to Seller by a third party ; (iii) is provided to Seller by a third party without any obligation of confidentiality; (iv) is independently developed without the use of confidential information; or (v) is required to be disclosed by applicable law.

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, which shall not be unreasonably withheld.

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 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 \$2,000,000 for each occurrence and \$3,000,000 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 pollution legal liability insurance of \$3,000,000 for each claim throughout the term of this Agreement.

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

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover \$3,000,000 combined single limit for each accident.

15. INDEMNIFICATION

A. 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.

B. Notwithstanding any term or condition of this Agreement to the contrary and to the greatest extent allowed by law, Agency agrees that Contractor and its directors', officers' and employees' aggregate liability to the Agency, to anyone claiming by, through, or under the agency, and to any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the services, or the services location, shall be limited to the total amount of compensation received by contractor under this agreement in the twelve (12) month period preceding the event giving rise to the claim.

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

23. SEVERABILITY

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

24. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, as provided below, 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
Email: rkippenbrock@sfswma.org

CONTRACTOR: Clean Harbors Environmental Services, Inc.
General Counsel/Urgent Contract Matter
42 Longwater Drive
Norwell, MA 02061-9149

B. 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.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article 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.

26. WASTE TRANSPORTATION AND DISPOSAL

A. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Contractor and Agency. At the time Agency requests the Services of Contractor, Agency shall provide a waste profile sheet or similar document (“Waste Profile”) to Contractor describing the waste materials and their characteristics. Waste materials that conform to an applicable Waste Profile shall be referred to herein as “Conforming Waste.” Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Agency to Contractor at the time Contractor takes possession of and removes Conforming Waste from the place of transfer, or at the time Contractor accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.

B. Waste materials shall be considered “Non-Conforming Waste” for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Contractor, and returned to Agency within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. . Agency shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.

C. Nothing contained within this Agreement shall be construed or interpreted as requiring Contractor to assume the status of “Generator,” as that term appears within any federal, state, or local statute or regulation governing the treatment, storage and disposal of waste materials. Agency, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, or local statute or regulation as such shall apply to “Generators.” Without limiting the foregoing, Agency hereby authorizes Contractor or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

ATTEST:

Andréa Salazar
Santa Fe City Clerk

Date:

CONTRACTOR:

Marc McReynolds
Senior Vice President
Clean Harbors Environmental Services, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services
for
Clean Harbors Environmental Services

DISPOSAL

Profile/Waste Code	Waste Description	UOM	Price
A31	SPECIFICATION OILS	pounds	*\$0.24
B35	GLYCOLS	pounds	*\$0.35
CCRN	NON HAZARDOUS MATERIAL FOR INCINERATION	pounds	*\$0.46
CFL1	MERCURY BULBS FOR RECLAMATION	pounds	*\$1.60
CFL2	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	pounds	*\$7.00
CFL6	UV LAMPS FOR RECLAIM	pounds	*\$8.00
CFL7	XENON ARC LAMPS FOR RECLAIM	pounds	*\$8.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	pounds	*\$6.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	pounds	*\$0.68
D20X	REGULATED MEDICAL WASTE SHARPS	pounds	*\$1.70
D80L	NON-PCB ARTICLES FOR LANDFILL	pounds	*\$0.48
EEE	EQUIPMENT FOR RECLAMATION	pounds	*\$0.68
FB1	LIQUID FOR FUEL	pounds	*\$0.25
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	pounds	*\$6.25
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	pounds	*\$0.95
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	pounds	*\$0.95
LBD3	NICKEL METAL HYDRIDE BATTERIES FOR RECLAMATION	pounds	*\$0.50
LBR	LITHIUM BATTERIES FOR INCINERATION	pounds	*\$6.50
LBRE	LITHIUM BATTERY DEVICES	pounds	*\$6.50
LBRU	DAMAGED, DEFECTIVE, AND RECALLED LITHIUM BATTERY CELLS	pounds	*\$6.50
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRC	LABPACK ORGANICS FOR INCINERATION	pounds	*\$0.89
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	pounds	*\$0.89

Profile/Waste Code	Waste Description	UOM	Price
LCCRQ	AEROSOLS FOR INCINERATION	pounds	*\$0.89
LCHG2	LABPACK MERCURY DEVICES / MERCURY DEBRIS FOR RETORT	pounds	*\$33.76
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	pounds	*\$33.76
LCY1	PROPANE CYLINDERS FOR RECYCLING	small cylinder	\$32.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	medium cylinder	\$81.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	lecture bottle	\$16.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	large cylinder	\$202.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	lecture bottle	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	small cylinder	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	medium cylinder	\$121.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	large cylinder	\$259.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	lecture bottle	\$32.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	small cylinder	\$73.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	medium cylinder	\$81.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	large cylinder	\$202.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	lecture bottle	\$65.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	small cylinder	\$73.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	medium cylinder	\$89.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	large cylinder	\$162.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	large cylinder	\$1,053.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	medium cylinder	\$607.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	small cylinder	\$405.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	lecture bottle	\$202.00
LLF	LABPACK FOR LANDFILL	pounds	*\$1.35
LRCT	LABPACK REACTIVES FOR INCINERATION	pounds	*\$1.38
LRCTD	LABPACK REACTIVE FLAMMABLES FOR INCINERATION	pounds	*\$1.38
LRCTO	LABPACK REACTIVE OXIDIZERS FOR INCINERATION	pounds	*\$1.38

Profile/Waste Code	Waste Description	UOM	Price
LRCTQ	LABPACK REACTIVE COMPRESSED GAS CARTRIDGE FOR INCINERATION	pounds	*\$1.38

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum UOM	Minimum Qty	Minimum Price
A31	pounds	55 gallon drum	1	\$84.00
B35	pounds	55 gallon drum	1	\$122.50
CCRN	pounds	flex bin	1	\$344.10
CFL1	pounds	pallet	1	\$72.00
CFL2	pounds	pallet	1	\$72.00
CFL4	pounds	pallet	1	\$72.00
CFL5	pounds	pallet	1	\$72.00
CFL6	pounds	pallet	1	\$72.00
CFL7	pounds	pallet	1	\$72.00
CFL8	pounds	pallet	1	\$72.00
CHBL	pounds	55 gallon drum	1	\$238.00
D20X	pounds	30 gallon drum	1	\$323.00
D80L	pounds	55 gallon drum	1	\$168.00
EEE	pounds	flex bin	1	\$884.00
FB1	pounds	55 gallon drum	1	\$111.00
LBBGB	pounds	5 gallon pail	1	\$250.00
LBD1	pounds	30 gallon drum	1	\$180.50
LBD2	pounds	30 gallon drum	1	\$180.50
LBD3	pounds	30 gallon drum	1	\$95.00
LBR	pounds	55 gallon drum	1	\$560.00
LBR	pounds	5 gallon pail	1	\$295.00
LBRE	pounds	55 gallon drum	1	\$560.00
LBRE	pounds	5 gallon pail	1	\$295.00
LBRU	pounds	55 gallon drum	1	\$560.00
LBRU	pounds	5 gallon pail	1	\$295.00
LCCRA	pounds	55 gallon drum	1	\$222.00
LCCRB	pounds	55 gallon drum	1	\$222.00
LCCRC	pounds	55 gallon drum	1	\$222.00
LCCRO	pounds	55 gallon drum	1	\$222.00
LCHG2	pounds	5 gallon pail	1	\$810.30
LCHG4	pounds	5 gallon pail	1	\$810.30
LLF	pounds	55 gallon drum	1	\$243.00
LRCT	pounds	55 gallon drum	1	\$344.10
LRCTD	pounds	55 gallon drum	1	\$344.10
LRCTO	pounds	55 gallon drum	1	\$344.10
LRCTQ	pounds	55 gallon drum	1	\$344.10

LABOR, SUPPLIES, AND EQUIPMENT

Description	UOM	Unit Price
Chemist	hour	\$63.00
Field Technician	hour	\$45.00
Project Manager	hour	\$63.00
Box Truck	hour	\$75.00
Modified Level D (Tyvek and Boots)	each	\$37.05
Pickup/Van/Car/Crew Cab	hour	\$36.10
Tractor w/Box Van	hour	\$106.40
16 Gal / 70 L Closed Poly Drum	each	\$84.55

Description	UOM	Unit Price
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	each	\$83.60
275G / 1100 L Poly TOTE, DOT Rated	each	\$497.80
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	each	\$75.05
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	each	\$102.60
330 G/ 1249 L New Poly Tote, DOT Rated	each	\$665.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	each	\$30.40
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	each	\$22.80
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	each	\$79.80
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	each	\$96.90
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	each	\$114.95
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	each	\$352.45
95 Gal Poly Drum 1H2/Y318/S (Overpack)	each	\$413.25
Absorbent Pad (101 Grade) 100/bale	bale	\$85.50
DOT Rated Heavy Duty Pallet	each	\$38.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	each	\$88.35
Fluorescent Bulb Tubes, 4ft 150bulb capacity	bulb box	\$99.75
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	bulb box	\$101.65
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	each	\$35.15
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	each	\$33.25
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	each	\$19.95
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	each	\$35.15
Poly Absorbent, 12 lb / 5.5 kg	bag	\$108.30
Poly Bags, 6mil, per Roll	each	\$174.80
Poly Sheet, 6mil 20ft x 100ft	each	\$179.79
Shrink Wrap	roll	\$49.40
Smoke Detectors Currie Pack	pounds	\$11.08
Sorbent Bonded 150	roll	\$91.20
Speedi Dry	bag	\$17.10
Vermiculite 4 cuft	bag	\$67.02

TRANSPORTATION

Dispatch Location	Price UOM
New Mexico Cleanpack	*\$36.00 55 gallon drum

*Minimum charge \$361.00 per trip.

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	<p>Specification Oils</p> <p>Solids Content less than 6% Ash less than 5% Non-detectable concentration of PCB's (i.e. <2ppm MDL) VOCs less than 1% if lighter than mineral spirits Less than 10% medium boiling hydrocarbons less than 90% high boiling hydrocarbons Viscosity less than 1,000 CPS Organic Chlorine (organic phase) less than 5,000 PPM Flashpoint greater than 141F pH = 4 - = 11 For drum shipments: less than 10 percent water Caustic Coagulation Must pass Silicon less than 200 PPM Phosphorous less than 1,500 PPM if material < 30% water Phosphorous = 150 PPM if material > 30% - = 70% water Vanadium less than 5 PPM PRIMARY DISPOSAL METHOD: OIL RE-REFINING</p>
B35	<p>Glycols</p> <p>Ethylene glycol Minimum yield 25% Must be non hazardous pH 3-11 Flash point greater than 140°F Less than 1 inch solids in drum No pesticides Less than 5 percent oils PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CCRN	<p>Non Hazardous Material for Incineration</p> <p>Must be non-hazardous No pesticides, herbicides or FIFRA regulated material Other specifications to be individually quoted PRIMARY DISPOSAL METHOD: INCINERATION</p>
CFL1	<p>Mercury Bulbs For Reclamation</p> <p>Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CFL2	<p>Misc. Mercury Bulbs For Reclaim</p> <p>Misc. shaped bulbs containing mercury for reclaim U tubes, Circular, Incandescent, Quartz, Halogen Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL4	<p>Misc. Mercury Bulbs For Reclaim</p> <p>Misc. shaped bulbs containing mercury for reclaim Limited to Shattershields, HID, Hg vapor, High pressure Sodium, Metal halides Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL5	<p>Low Pressure Sodium Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL6	<p>Uv Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL7	<p>Xenon Arc Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL8	<p>Compact Fluorescent Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CHBL	<p>PCB Ballasts Or Capacitors For Landfill</p> <p>Less than three pounds of PCB's in each unit Less than 9 pounds gross weight</p>

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CHBL	<p>PCB Ballasts Or Capacitors For Landfill</p> <p>Must be non-leaking Must be intact PRIMARY DISPOSAL METHOD: TSCA LANDFILL</p>
D20X	<p>Regulated Medical Waste Sharps</p> <p>Regulated Medical waste sharps Includes: hypodermic needles, syringes, pasteur pipettes, scalpel blades, blood vials, and needles Less than 3 gallons free liquid Requires packaging in rigid containers Package to Clean Harbors Medical Waste Packaging Guidelines PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE</p>
D80L	<p>Non-PCB Articles For Landfill</p> <p>Non hazardous Source of PCB < 50 ppm Capacitors, Ballasts, Switches PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
EEE	<p>Equipment for Reclamation</p> <p>Computer keyboards and terminals Misc equipment (compressors, machinery, refrigeration units) No batteries Refrigeration units limited to Freons only, no Ammonia Other miscellaneous equipment PRIMARY DISPOSAL METHOD: RECLAMATION</p>
FB1	<p>Liquid For Fuel</p> <p>Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
LBRE	<p>Lithium battery devices</p> <p>All batteries must be sealed, non-leaking & insulated All batteries must be contained in sealed electronic devices All devices must be protected from inadvertent activation</p>

QUOTE CONDITIONS

Please note that this price is based on assumptions made about the actual container sizes and volume of items for disposal. Final billing will be based upon the actual materials packaged for disposal based on the unit rates quoted.

Additional charges may be incurred for cylinders with deficiencies that cannot be identified through the basic on site evaluation. These charges include, but are not limited to:

- Analytical charge for improperly labeled cylinders
- Revalving Fee
- Tapping Fee
- Recontainerization Fee
- Overpack Fee

Prior to packaging and removing the cylinders, our field chemists will inspect them for integrity and transportability. This evaluation will include a leak test to ensure the cylinders are safe to handle and transport. The cylinders must have their original manufacturers label or a surcharge may be applied to your invoice. Cylinders with greater than 5% solids may be subject to surcharge or rejection.

Drum quantity material in containers larger than 5 gallons or 50 pounds will need to be profiled for shipment. Actual disposal pricing will be pending full profile review and approval. The drums are subject to additional charges if they do not conform to their specifications.

Smoke Detector Curie Pack. Minimum disposal charge of \$333.00 per 5df container.

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.

GENERAL CONDITIONS

- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- Compressed gas cylinders requiring special handling due to stuck valve cap will be assessed an additional charge of \$25.00 per cylinder. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 17.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Clean Harbors will provide a manifest and necessary labels for transportation with a charge of \$1.80 per label.
- Clean Harbors reserves the right to charge \$50 a day for all transportation equipment not owned or subcontracted by Clean Harbors that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.

ATTACHMENT 2

**RFP No. 25043
(without Appendices)**

**The City of Santa Fe
on behalf of
Santa Fe Solid Waste Management Agency**

REQUEST FOR PROPOSALS (RFP)

**HOUSEHOLD HAZARDOUS WASTE (HHW)
COLLECTION SERVICES
for the
BUCKMAN ROAD RECYCLING AND TRANSFER
STATION**



RFP# 25043

Proposal Due Date: December 12, 2024

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of household hazardous waste (HHW) collection services for the Buckman Road Recycling and Transfer Station (BuRRT). BuRRT is located at 2600 Buckman Road, Santa Fe, NM 87507.

B. BACKGROUND INFORMATION

In order to encourage proper handling and avoid unauthorized or improper disposal or management in a manner which creates a health or environmental hazard, the Agency considers household hazardous waste (HHW) collection a basic service that it provides for Santa Fe residents. On September 14, 2012, the Agency opened a permanent household hazardous waste (HHW) collection center at the Buckman Road Recycling and Transfer Station (BuRRT) to efficiently manage the HHW generated by the City of Santa Fe and Santa Fe County residents.

Since 2012, a Contractor has provided services for the HHW collection center operations. These services include materials receiving, waste identification, packing, storage, transportation, recycling, treatment, and disposal.

The Agency operates the HHW collection center two days per week (Fridays and Saturdays) from 8:00 a.m. to 4:45 p.m. The Agency may increase or decrease hours and days of operation in response to the City of Santa Fe and Santa Fe County residents' needs.

In 2023, the Agency collected, packaged and shipped approximately 54.5 tons (109,000 pounds) of various types of materials to a Contractor for processing. A breakout of the typical types of materials handled are provided below.

WASTE NAME	WEIGHT (POUNDS)
Aerosol Cans	4,756
Bulked Flammable Material	29,611
Fire Extinguishers	1,183
Lab Pack	315
Latex Paint Loosepack	56,887
Loosepack of Bases (Ammonia)	771
Loosepack of Bases (Bleach)	985
Loosepack of Inorganic Acids	1,365
Loosepack of Organic Acids	747
Loosepack of Pesticides/Toxic Liquids	7,853
Mercury Articles	24
Mercury Lab Pack	6
Propane	4,447
Smoke Detectors (Exempt)	68
GRAND TOTAL	109,018

For selection purposes, the quantities above are provided in APPENDIX B, Cost Response Form.

Collection Events

Historically, the Agency held one large free HHW collection event each year; however, in 2024 the Agency shifted this program to hold multiple free HHW collection days for residents throughout the year. This has resulted in smaller, more manageable events.

Very Small Quantity Generator Waste Services

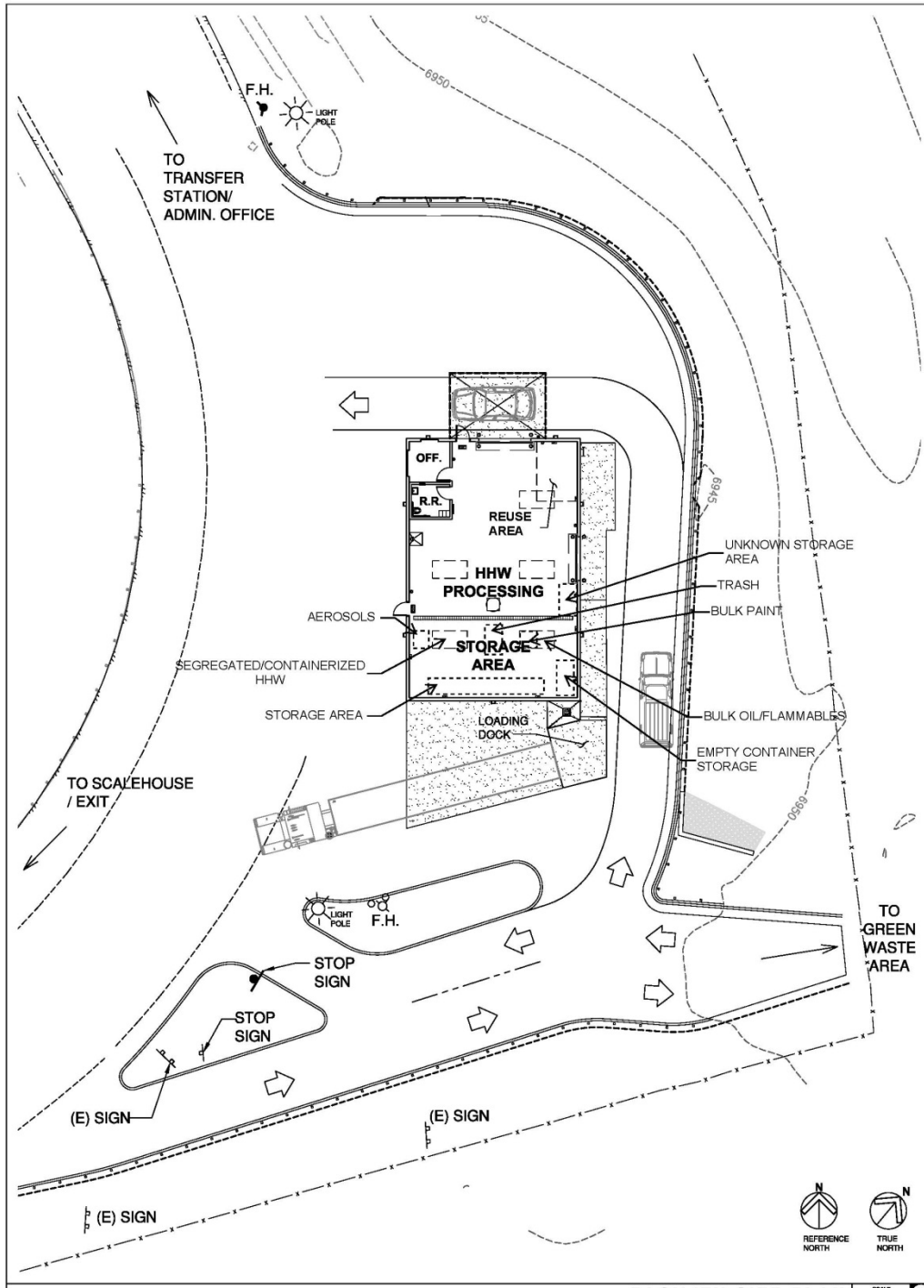
Besides HHW collected at the HHW collection center, the Agency may also provide services for the very small quantity generators (VSQGs). The Agency is responsible for establishing an appointment system for VSQGs, coordinating review of waste profile sheets, receiving waste from VSQGs, recording and packing all VSQG waste, and scheduling the pickup the waste by the Contractor. The Contractor is responsible for reviewing the waste profile sheets and packaging requirements for unknown or unusual wastes and transporting the VSQG waste to a treatment, storage, or disposal facility.

Current Operation

At the HHW collection center, the Agency utilizes HHW handlers to receive, package, and store waste. The Contractor provides support services related to operating the HHW collection center and assist in training Agency staff, as needed. At least one Agency HHW handler is present during the hours the HHW collection center is in operation. The HHW Handler's responsibilities include receiving HHW and VSQG material, rejecting unacceptable material, inspecting containers, examining labels, segregating waste by type, bulking, packing, monitoring waste accumulation for transport, requesting pickup of waste, and assisting with loading for transport.

The Agency stores material within the HHW collection center building in designated areas with required containment. The Agency has limited storage capacity. The Agency accumulates loads of containerized and palletized material and sets up shipment with the Contractor every 4 to 6 weeks. A full load is considered to be enough pallets as to constitute a full 20-foot box truck, which equates to about twelve (12) pallets or more on the floor of the trailer. The Agency double stacks boxed materials to maximize payloads when possible.

Figure 1 illustrates the layout of the HHW collection center.



FACILITY SITE PLAN SCALE 1" = 300'

JRM & A
 ARCHITECTS
 ENGINEERS
 PLANNERS
 J.R. Miller & Associates
 2700 Return St.
 Irvine, CA 92615
 Tel: 714.624.1670
 Fax: 714.624.1675
 www.jrm.com

PROPOSED HHW PROJECT FOR:
SFSWMA HHW COLLECTION FACILITY
 BUCKMAN ROAD RECYCLING AND TRANSFER STATION
 2600 BUCKMAN ROAD
 SANTA FE, NEW MEXICO 87507

JRMA Project No.
 4116
A1.1a

C. SCOPE OF PROCUREMENT

The Agency envisions the following goals that will result from this RFP:

- Ensure the Offeror processes material to the hazardous waste industry's highest ethical standard related to, but not limited to, data security, environmentally-protective processing, proper management of hazardous materials, legal transboundary movements and proper reuse and refurbishment practices through e-Stewards Certification.
- Enable the Agency to divert HHW from disposal at the Caja del Rio Landfill.
- Support the interests from organizations within the Santa Fe community, surrounding communities and tribal nations in potentially hosting HHW collection events in their areas.

The resulting contract will be a single award.

The term of the contract shall be for ten (10) years. The Agreement may not exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

This procurement will result in a Services Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law.

D. PROCUREMENT MANAGER

Santa Fe Solid Waste Management Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and e-mail address are listed below:

Name: Danita Boettner, Procurement Manager

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

Procurement Manager: dboettner@sfswma.org

Central Purchasing Division: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other Agency employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Addendum/Amendment**” means 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. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
4. “**Award**” means the final execution of the contract document.
5. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
6. “**Business Office Hours**” means 8:00 AM thru 5:00 PM MST/MDT, Monday through Friday, whichever is in effect on the date given.
7. “**Central Purchasing Division/Office or CPD**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
8. “**Chief Procurement Officer**” means that person within the Central Purchasing Division who is responsible for the control of procurement of items of tangible personal property, services or construction.
9. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
10. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
11. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. “**Contract/Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.
13. “**Contractor**” means any business having a contract with the Agency.
14. “**County**” means Santa Fe County, New Mexico.

15. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
16. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
17. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
18. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices.
19. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
20. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
21. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
22. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
23. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
24. “**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.
25. “**Landfill**” means the Caja del Rio Landfill.
26. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.
27. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
28. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
29. “**Multi-Term Contract**” means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
30. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

31. “**Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, a municipality, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
32. “**Procurement Manager**” means any person or designee authorized by the Agency to facilitate the procurement and/or administer the contract(s).
33. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, Sections 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
34. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
35. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
36. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
37. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the Bid Central prior to the submission deadline stated in this RFP.
38. “**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 (NMSA 1978, Section 13-1-87).
39. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
40. “**State (the State)**” means the State of New Mexico.
41. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the state requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”)
42. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
43. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Addenda/Amendments, etc.

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	
Issue RFP	Central Purchasing Division	November 5, 2024
Site Visit	Procurement Manager/Potential Offerors	November 19, 2024 at 10 a.m. MST/MDT
Pre-Proposal Meeting	Procurement Manager/Potential Offerors	November 20, 2024 at 10 a.m. MST/MDT
Deadline to submit Written Questions	Potential Offerors	December 6, 2024
Response to Written Questions	Procurement Manager	December 9, 2024
Proposal Due Date	Offerors	December 12, 2024
* Proposal Evaluation	Evaluation Committee	December 16, 2024
* Selection of Finalist(s)	Evaluation Committee	December 19, 2024
* Best and Final Offers	Finalist Offerors	January 7, 2024
* Virtual or In-Person Interview(s)	Finalist Offerors	January 14, 2024
* Finalize Contractual Agreements	Agency/Finalist Offerors	January 28, 2024
* Contract Awards	Joint Powers Board/Agency	February 20, 2025
* Protest Deadline	Central Purchasing Division	+15 days

* Dates indicated after the "Proposal Due Date" are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The Agency reserves the right to:

- Change or extend the Proposals Due Date.
- Revise the RFP document prior to the due date.

The Agency and/or the City of Santa Fe Central Purchasing Division will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of the City for the Agency on the date indicated in Section II.A, Sequence of Events.

2. Non-Mandatory Site Visit

A Non-Mandatory Site Visit will be held as indicated in Section II.A, Sequence of Events, at 2600 Buckman Road, Santa Fe, New Mexico 87507 at 10 a.m. MST/MDT. The Site Visit is intended to provide potential Offerors with an opportunity to inspect the site and obtain clarification regarding the requirements of the RFP.

Attendance at the Site Visit is a highly encouraged/prerequisite for submitting a proposal, although it is not mandatory.

During the Site Visit, potential Offerors will be given a walkthrough of the location. Offerors are encouraged to ask questions during the Site Visit for clarity. However, any responses provided by the Procurement Manager representatives during the Site Visit will be considered unofficial and non-binding. Offerors must submit all questions in writing, and official responses will be provided in writing on the date listed in Section II.A, Sequence of Events.

A public log will be maintained by the Procurement Manager recording the names of potential Offeror(s) that attended the Site Visit.

3. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10 a.m. MST/MDT via MS Teams at the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzZiYzJhYmItOWE0OS00NmFILtG4MmMtYTViNWU5OTExNDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2210756f69-b195-4719-9d33-1f4a304d6ccf%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided Bid Central, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors.

An electronic version of the Addenda and/or Questions and Answers will be posted to:
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

6. Submission of Proposal

Only electronic proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through the link in Section III.B Proposals submitted by facsimile will not be accepted.

A log will be kept by Bid Central of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Agency signatures on the contract(s) resulting from the procurement has been obtained.

7. Selection of Finalists

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.1211). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from the finalist Offeror(s). Specifically, the offeror(s) should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from the finalist(s). The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. The finalist offeror(s) may also amend or clarify their proposal during the virtual interview.

9. Virtual or In-Person Interviews

Finalist Offerors, as selected per Section II.B.6 above, may be required to conduct an interview to be determined as per Section II.A., Sequence of Events, or as soon as possible thereafter. If interviews are

held, Finalist Offerors will be required to make their presentations through either in-person or electronic means (Webex, GoToMeeting, Zoom, etc.). The Procurement Manager will provide Finalist Offeror(s) with applicable details. Whether or not an interview will be held with finalist Offeror(s) is at the discretion of the Evaluation Committee.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon finalization of the contractual agreement, the Agency will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Joint Powers Board approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and City of Santa Fe Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C.1, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Agency or the Central Purchasing Division personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Division and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal costs for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to:***

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7.

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency and 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 so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when it is determined such action to be in the best interest of the Agency.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Division and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Division and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX E). However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX E) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions

of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.28. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Agency. If the RFP is cancelled, the electronic record shall be closed and all proposals shall remain confidential.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.3, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Division, the Offeror acknowledges that the version maintained by the Central Purchasing Division shall govern. Please refer to:

<https://cityofsantafenvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials, Agency Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

30. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enters into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement

Officer

31. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

Santa Fe's Living Wage

The vendor must comply with the City of Santa Fe current living wage rate requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information> when working within the limits of the City. BuRRT is located within City of Santa Fe limits.

The vendor must comply with the Santa Fe County's current living wage rate requirements posted on this page <https://www.santafecountynm.gov/livingwage> when working within the unincorporated areas of the County. The Caja del Rio Landfill is located within the unincorporated area of the County.

32. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-1-21 (as amended).

a) New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b) New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License shall receive a five (5) percent preference. 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/Native American business preference or the Resident/Native American Veteran preference.

33. Procurement Under Existing Contracts

In accordance with NMSA 1978, Section 13-1-129, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive services agreement.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Technical and Cost) should be submitted, as outlined below.

Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Technical Proposal," "Confidential Technical Proposal," or "Cost Proposal," on the front page of each upload.

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1., Proposal Content and Organization. All information for the Technical Proposal must be combined into a single file/document for uploading. Technical Proposals SHALL NOT contain any cost information. Name the file as such, Company Name – RFP Number – Public Technical (e.g., Acme Corp – 25043 - Public Technical)

****i. Confidential Information**: *If Offeror's proposal contains confidential information, as defined in Section I.F.11 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**.***

· Public Technical Proposal: One (1) ELECTRONIC version with all confidential information redacted for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Name the file accordingly (Example file name, Acme Corp – 25043 – Public Technical)

· Confidential Technical Proposal: One (1) ELECTRONIC unredacted version for evaluation purposes only. (Shall not be release for public consumption.) Confidential versions must clearly be marked "CONFIDENTIAL" on the first page of the electronic file. Name the file accordingly (example file name, Acme Corp – 25043 - Confidential Technical)

b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. Name the file as such, Company Name – RFP Number – Cost (e.g., Acme Corp – 25043 - Cost)

ELECTRONIC proposal submissions must be fully submitted on: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>. by the submission deadline in Section II.B.4. Submissions cannot be password protected and **must be in PDF format. *The Offeror **must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*****

LATE PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and Section III.C.1, Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- a) Signed Letter of Transmittal
- b) Signed Campaign Contribution Form
- c) Table of Contents
- d) Proposal Summary (Optional)
- e) Response to Contract Terms and Conditions (from Section II.C.15)
- f) Offeror's Additional Terms and Conditions (from Section II.C.16)
- g) Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - i. Organizational Experience and Qualifications
 - ii. Organizational References
 - iii. Capacity and Capability
 - iv. Proximity to or Familiarity with the Agency
- h) Financial Stability
- i) New Mexico/Native American/Veteran/Local Resident Preferences (if applicable)
- j) Other Supporting Material (if applicable)

Cost Proposal:

- a) Completed Cost Response Form (APPENDIX B), including any discussion of proposed costs.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. Objective

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from qualified firms to provide HHW collection services at the Buckman Road Recycling and Transfer Station, including, but not limited to, these provisions and any others agreed to during the contract negotiations. Costs associated with completing the work described below, and as negotiated, shall be provided on the Cost Proposal Form (APPENDIX B).

2. On-Site Requirements

At a minimum, these on-site requirements must be followed to ensure that responsible management practices for HHW collection, processing, treatment, storage, and disposal are met:

Agency's Responsibilities

At the HHW collection center, the Agency will use HHW handlers to receive, process, and store waste as necessary. The contractor will provide support services related to operating the HHW collection center and assist in training Agency staff. At least one Agency HHW handler will be present during the hours the HHW collection center is in operation. The responsibilities include:

- a) Receiving HHW and VSQG material as it is delivered, and rejecting unacceptable material.
- b) Inspecting the containers in which HHW and VSQG is delivered in for cracks or leaks.
- c) Examining labels of received material and determining if the labels are accurate.
- d) Segregating the waste by type.
- e) Bulking used motor oil and antifreeze.
- f) Bulking oil-based paint and flammables.
- g) Packing latex paint in roll-off containers.
- h) Monitoring the waste volumes for transportation to a treatment, storage and/or disposal facility (TSDF).
- i) Notifying contractor for pickup of waste.
- j) Working with contractor during the loading of waste.
- k) Signing and tracking manifest for waste shipped.
- l) Operating a fluorescent lamp bulb crusher.

The Agency will provide:

- a) HHW collection center.
- b) Forklift.
- c) Fluorescent lamp bulb crusher.

In addition, the Agency, the County, and the City will provide educational and promotional material on the HHW program.

Offeror's Responsibilities

Offeror will provide training for Agency staff and support services for the HHW operations.

General Program Management

- a) Meet with Agency staff, as needed, to prepare an annual work plan and to handle other program details.
- b) Establish and maintain a recordkeeping system including, but not limited to, processed material quantities, etc.
- c) Generate and maintain all documentation including, but not limited to, manifests and/or bill of ladings required affecting the transportation of acceptable wastes in accordance with applicable regulations.
- d) Establish waste handling protocols and management methods for HHW waste.
- e) Conduct periodic program evaluation with the Agency.
- f) Ensure that subcontractors are adequately insured.
- g) Ensure that all permit requirements are met, including any limitations on waste accumulation.
- h) Have up-to-date knowledge of, and comply with, all federal, state and local laws, rules, regulations and ordinances applicable to handling, transportation and storage of hazardous materials/wastes. Such laws, regulations, rules and orders include but are not limited to, those of the United States Environmental Protection Agency (EPA), US Department of Transportation (USDOT), New Mexico Environment Department (NMED) and the New Mexico Department of Transportation (NMDOT).
- i) Possess licenses, permits, registrations and/or certificates to carry out the tasks required by this RFP.
- j) Maintain accounting records and participate in financial audits as required.
- k) Provide the Agency with a list of equipment and supplies necessary for operations not currently available at the HHW collection center. The Agency reserves the right to purchase items from Offeror at the agreed-upon prices; however, the Agency reserves the right to purchase these supplies and materials from alternative distributors.
- l) Conduct periodic audits to ensure safe conditions for storage, labeling and facility usage when requested by the Agency.

Staff Training and On-call Assistance

- a) Provide training for Agency HHW handlers to assist with operating the HHW collection center, including receiving and identifying HHW, proper waste handling procedure and proper waste packing and bulking procedure when requested by the Agency.
- b) Provide training for the Agency's HHW handlers to perform the HHW handlers' tasks, when requested by the Agency.
- c) Provide training for Agency staff to abate and clean up all spills and other hazards that may arise due to operations of the HHW collection center, when requested by the Agency.
- d) Assistance with identification of unknowns received during normal operation on Fridays and Saturdays, or other times during the week in order to get materials containerized or picked up due to its hazard potential, outside of a normal shipment.

Recordkeeping

- a) Provide the Agency monthly copies of records such as manifests, bills of lading, and other documents relating to the hazardous waste program by the 15th day of each following month.
- b) Provide Agency staff access to all paperwork files relating to the hazardous waste program.

3. Off-Site Collection Events

The Agency would also like contractors to consider assisting the Agency with local off-site HHW collection events. There has been interest from organizations within the Santa Fe community, surrounding communities

and tribal nations in potentially hosting an HHW event in their areas. During these events, Agency staff or other volunteers, may be on hand to coordinate with the public; however, all operations will be the responsibility of the Contractor. Due to the uniqueness off-site events, costs associated with labor, processing and transportation will be developed on a case-by-case basis.

4. Very Small Quantity Generator Waste (VSQG) Handling

The scope of work for handling VSQG waste will include these provisions and any others agreed to during contract negotiations.

Offeror's Responsibilities

- a) Meet with Agency staff, as needed, to prepare an annual work plan and to handle other Program details.
- b) Establish and maintain a recordkeeping system including, but not limited to, processed material quantities, etc.
- c) Generate and maintain all documentation including, but not limited to, manifests and bill of ladings required affecting the transportation of acceptable wastes per applicable regulations.
- d) Establish waste handling protocols and management methods for VSQG waste.
- e) Conduct periodic program evaluation with the Agency.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience and Qualifications

Provide a detailed description of experience with similar HHW and VSQG programs and operations with city or state government and private sector that demonstrates competence to successfully perform the Scope of Services. Written narrative outlining the processes the Offeror has access to both internally and externally (e.g., recycle, incineration, landfilling, etc.). The narrative **must** thoroughly describe the Offeror's HHW and VSQG services that demonstrate competence to successfully maintain, expand, and/or manage typical HHW generated

Also, Offeror shall provide the following operational information:

- a) A list of any environmental or safety violations (citations, fines, notices of violation, consent orders, etc.) or any filings of environmental damage insurance claims in the last five years, with a corresponding explanation.
- b) The experience of all proposed subcontractors, if applicable, must be described.
- c) Provide a narrative laying out what aspects will be considered for putting on an off-site collection event from a planning perspective.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state, or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project dates (starting and ending);

- c) Staff assigned to reference engagement that will be designated for work per this RFP; and
- d) Client project manager name, telephone number, fax number and email address.
- e) Project description;

Offeror is required to submit APPENDIX C, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX C. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Capacity and Capability

Provide information that demonstrates the capacity and capability to provide sufficient resources to perform the services in the Scope of Work. Include a list of the following:

- a) HHW items acceptable and not acceptable by the Offeror.
- b) Typical facilities that will receive HHW collected, processed and stored at BuRRT.

4. Proximity to or Familiarity with the Agency

Demonstrate the Offeror’s familiarity with the Agency at which the collection is being performed and describe any issues or problems that may arise that could affect the ability to move material.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D&B report). **Failure to submit financials will result in Offeror’s disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX A). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

3. Cost Proposal

Offerors must complete the Cost Response Form in APPENDIX B. Cost will be measured by the total cost per pound proposed for Items 1-13. Although, not part of the criteria used for evaluation of costs, Offeror shall provide pricing and a list and/or examples of any other acceptable waste items/categories that the Offeror processes, including those listed in the Cost Response Form in APPENDIX B. Offeror’s shall provide information on how transportation costs will be assessed associated with shipments from BuRRT to the Offeror’s location, including any applicable fees/surcharges (e.g., manifest fee, pickup fee, fuel surcharge, environmental fees, etc.).

4. Virtual or In-Person Interviews

If selected as a finalist based upon the Evaluations Committee review of the proposals, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. Details related to the any interviews, if any, will be provided by the Procurement Manager and may be held either in-person or virtually.

5. New Mexico/Native American/Veteran/Local Resident Preferences

To ensure adequate consideration and application of NMSA 1978, Section 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM/Native American Resident or Veteran Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department and valid local business license from either the City of Santa Fe or Santa Fe County, as applicable.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with weighting and point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. The evaluation points scored will be totaled to determine the Finalist Offeror(s).

Table 1: Evaluation Point Summary

Evaluation Factors <i>(Correspond to Section IV.B and IV.C)</i>	Weighted Factors	Points Available
B. Technical Specifications		
B. 1. Organizational Experience and Qualifications	30%	300
B. 2. Organizational References	20%	200
B. 3. Capacity and Capability	30%	300
B. 4. Proximity to or Familiarity with the Agency	10%	100
C. Business Specifications		
C. 1. Financial Stability	-	Pass/Fail
C. 2. Campaign Contribution Disclosure Form	-	Pass/Fail
C. 3. Cost Proposal	10%	100
TOTAL EVALUATION POINTS AVAILABLE		1,000
C. 5. New Mexico / Native American Resident Preference Points per Section IV.C.5	-	80
C. 5. New Mexico / Native American Resident Veteran Preference Points per Section IV.C.5	-	100
C. 5. Local Preference per Section IV.C.5	-	50

B. EVALUATION FACTORS

1. Organizational Experience and Qualifications (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel experience and certifications/licenses.

2. Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX C). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all

members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. Capacity and Capability (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s resources to perform the services.

4. Proximity to or Familiarity with the Agency (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s knowledge of the Agency and BuRRT’s operation; and of any issues or problems that may arise.

5. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. Cost Proposal (See Table 1)

The evaluation of each Offeror’s cost response form (APPENDIX B) will be conducted using the following formula

$$\frac{\text{Lowest Responsive Offeror’s Cost Total (Items 1-13)}}{\text{Each Offeror’s Cost Total (Items 1-13)}} \times \text{Available Award Points}$$

8. Virtual or In-Person Interviews

Should virtual interviews be conducted, points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and expertise of the proposed staff. Prior to the interviews, the Procurement Manager will provide the Offeror a presentation agenda and information.

Interviews may be conducted with the Finalist 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 Finalist Offeror.

9. New Mexico/Native American Resident Preferences (See Table 1)

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-1-21 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a current and valid City of Santa Fe or Santa Fe County Business License, shall receive a five (5) percent preference. 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/Native American business preference or the Resident/Native American Veteran preference.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Division or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.5.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.