

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: October 13, 2025
Subject: Request for Approval of Professional Services Agreement with Parkhill of Rio Rancho, NM, for Task 1 – Conceptual Design for a New Maintenance Shop and Administration Building at the Caja del Rio Landfill in the Amount of \$26,718.75 (RFP No. 25098)

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Parkhill of Rio Rancho, NM, for on-call engineering services.

Parkhill's compensation for Task 1, the conceptual design of a new maintenance shop and administration building at the Landfill, is \$26,718.75. Funding is available in 8100851.510320 (Engineering Services).

Agency staff negotiated the Scope of Services with Parkhill, which is included in Exhibit A of the Agreement, as follows:

- Task 1 – Conceptual Design / Site Evaluation
 - Needs Assessment
 - Conceptual Design
 - Budget

- Future Tasks
 - Task 2 – Topographic Survey
 - Task 3 – Development of 30 Percent Drawings
 - Task 4 – Development of 60 Percent Drawings
 - Task 5 – Opinion of Probable Cost
 - Task 6 – Constructability Review
 - Task 7 – Development of 90 Percent Drawings / Project Technical Specifications
 - Task 8 – Final Construction Documents
 - Task 9 – Procurement Support
 - Task 10 – Construction Phase Services

As per Article 5 of the Agreement, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

BACKGROUND

On February 24, 2025, the Agency issued Request for Proposal (RFP) No. 25098 for on-call engineering services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). The following firms responded to the RFP on March 24, 2025.

- CDM Smith Inc.
- Parkhill
- SCS Engineers

The evaluation criteria and weighted values consisted of the following: general information (5%); organizational references (5%); specialized design and technical experience (30%); capacity and capability (30%); past record of performance (5%); proximity to or familiarity with the Agency (5%); New Mexico produced work (10%); current volume of work with the Agency not 75% complete (5%); and interview (5%).

Based on the evaluation criteria, the evaluation committee recommends that all three firms are qualified to provide on-call engineering services on an as-needed basis and meet the requirements of the RFP, subject to agreement between the Agency and the selected firm that is in the best interest of the Agency and most advantageous to the Agency. The total points awarded reflect the combined average scores from all committee members, along with any applicable preferences. The total points awarded are as follows:

- SCS Engineers 1,015 points
- CDM Smith Inc. 980 points
- Parkhill 977 points

The following are examples of task orders that may be developed under professional services agreements with the firms for on-call engineering services, but are not limited to:

- Regulatory Compliance & Reporting – Prepare engineering reports, permit-related design plans, updated solid waste facility buildout, management plans, stormwater management compliance, and coordination with the New Mexico Environment Department (NMED) and other regulatory agencies.
- Operational Support – Perform topographical surveys, volume calculations, modification and expansion of model data for GPS control equipment, and base grade design for excavations.
- Design & Engineering Services – Engineering, structural/building design and assessments, drainage studies, access road pavements, geotechnical evaluations for facility improvements or expansions, and construction plans and specifications development.
- Construction Management & Oversight – Construction oversight, contract administration, and quality assurance inspections.

- Operational Efficiency & Optimization – Evaluations of solid waste management practices, master planning, feasibility studies, comparative cost analysis, and process improvement recommendations.
- Waste Minimization/Recycling Services – Technical services related to waste minimization, recycling, waste-to-energy, and other potential renewable energy systems.
- Emergency Response & Environmental Remediation – Support environmental remediation efforts, contamination mitigation, and emergency engineering solutions, if needed.

ACTION REQUESTED

The Agency requests the Board approve the Professional Services Agreement with Parkhill for on-call engineering services for \$26,718.75.

Attachments:

- 1) Professional Services Agreement with Parkhill
- 2) RFP No. 25098 (Without Appendices)

ATTACHMENT 1

Professional Services Agreement with Parkhill

ATTACHMENT 2

RFP No. 25098
(Without Appendices)

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
PARKHILL
(On-Call Engineering Services – 2025)**

This **PROFESSIONAL SERVICES AGREEMENT**(“Agreement”) is made and entered into this 16th day of October 2025 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Parkhill, Inc., a Texas Corporation (“Contractor”) for on-call engineering services (RFP No. 25098) as described in Exhibit A and below.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty-Six Thousand Seven Hundred Eighteen Dollars and Seventy-Five Cents (\$26,718.75).

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

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for

services performed per the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

- D. Detailed 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 Article per Article 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 October 16, 2026, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, Section 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. **TERMINATION**

A. The Agency may terminate this Agreement upon ten (10) days' written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.

The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or Agreement with anyone in the performance of this Agreement that has any such conflict of interest.

11. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

12. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

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

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit

for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

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

14. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any

right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, 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: Mr. Frank Pugsley, P.E.
Director of Environmental / Partner
Parkhill
3000 Internet Blvd, Suite 550
Frisco, TX 75034
Email: Fpugsley@parkhill.com

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. Notice sent by email shall be effective only upon 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.

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

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

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:

CONTRACTOR:

Frank Pugsley, P.E.
Director of Environmental / Partner
Parkhill

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

Parkhill

Caja Del Rio Landfill - Maintenance Shop and Administration Building Design
149 Wildlife Way, Santa Fe, NM 87506

PROJECT UNDERSTANDING

It is our understanding that the Agency wishes to procure the following professional services for the Caja del Rio Landfill:

- Design, procurement/bidding, and construction phase services for a new Maintenance Shop.
- Design, procurement/bidding, and construction phase services for a new Administration Building.

Based on our experience and the information provided through communication with the Agency, we have developed the following Proposal.

SCOPE OF SERVICES

PHASE 1

Task 01: Conceptual Design

Parkhill will collaborate with the Agency to refine the scope for each of the two buildings by evaluating existing conditions, determining future space requirements, and recommend a proposed conceptual design with preliminary conceptual budgets for each facility. This task consists of:

Task 1.1: Site Evaluation

- a. Data Collection. Collect base data including staffing levels, site/floor plans, and review existing projects and studies related to this Study (if available).
- b. Site Evaluation. Visit existing Site and review available data and drawings to evaluate site conditions and physical characteristics and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.
- c. Site Plan Preparation. A basic site plan will be prepared from publicly available aerial imagery and parcel data for use as a base map for planning purposes.
- d. Task 1.1 Deliverables: Site Base Map.

Task 1.2: Needs Assessment

- a. Staffing projections. Review and aggregate staffing projections provided by the Agency for the purpose of developing space requirements by position and department.
- b. Stakeholder Meetings. Obtain input from users through questionnaires and meetings regarding facility needs related to space, function and operations to establish design vision and performance criteria for each facility and department.
- c. Space Program. Prepare an architectural space program quantifying the spatial requirements for facilities and site development considering the intended functions by users.
- d. Task 1.2 Deliverables: Staffing Projections, Architectural Space Program.

Task 1.3: Concept Design

- a. Evaluate alternatives and development options for capital improvements to address current and future facility needs including renovation, expansion/additions, relocation, new facility construction, and land acquisition.
- b. Concept Plans. Prepare conceptual design drawings including diagrammatic blocking floor plans illustrating the layout of major functional spaces, and site master plans illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.
- c. Task 1.3 Deliverables: Concept Plans.

Task 1.4: Budget

- a. Budget. Develop a list of recommended improvements with preliminary conceptual budgets including construction and other soft costs.
- b. Task 1.4 Deliverables: Summary presentation report documenting analysis, findings, and recommendations of the study including site evaluation, need assessment, concept design, and master plan task deliverables.

Meetings

- a. Kickoff Meeting. One virtual meeting with staff advisory committee.
- b. Progress Meetings. Virtual, up to two per month.
- c. Stakeholder Meetings. Virtual, up to two meetings.
- d. Presentations. One virtual meeting to deliver the final summary presentation.

Agency-provided Items

- a. The Agency will provide the following items required for the Project:
 - i. Existing Site drawings such as surveys and site/floor plans.

PHASE 2 (FUTURE PHASES)

Task 02: Topographic Survey

Parkhill, will perform or procure a detailed topographic survey of the Maintenance Shop and Administration Building site to establish accurate baseline conditions. The survey will include:

- Horizontal and vertical control based on local benchmarks.
- Elevations, contours, and grades to support earthwork calculations and drainage design.
- Location of existing utilities, pavement, and aboveground features.
- Documentation of site constraints (e.g., easements, right-of-way boundaries) if not available.

This information will serve as the foundation for site design, ensuring that final construction documents reflect precise, real-world conditions.

Task 03: Development of 30 Percent Drawings

Following completion and approval of the Facilities Study, Parkhill will proceed with the development of a 30 percent plan set for the proposed Administration Building and Maintenance Shop at the Caja del Rio Landfill. This phase represents the initial transition from conceptual design to technical documentation and will establish the foundation for all subsequent design phases.

The 30 percent plan set will translate the findings of the facilities study (including programmatic needs, site constraints, and conceptual layouts) into preliminary technical drawings, system narratives, and a refined cost estimate. This effort ensures that both the Agency and Parkhill share a unified understanding of the design intent, constructability, and overall project direction prior to advancing into detailed design.

Key Objectives:

- Develop a Basis of Design summarizing project design criteria, building codes, and performance standards guiding the development of all design disciplines.
- Prepare preliminary site and civil plans that define building placement, vehicle and pedestrian traffic patterns, grading concepts, drainage patterns, and preliminary utility connections.
- Advance the architectural design developed during Phase 1 to depict floor plans, building elevations, and key sections that illustrate space layouts, functional adjacencies, and architectural character consistent with the conceptual design.
- Establish preliminary structural, mechanical, and electrical system concepts, including major components, equipment locations, and preliminary distribution layouts.
- Identify preliminary materials, finishes, and system selections that reflect durability, maintainability, and sustainability.
- Develop an updated Opinion of Probable Cost (OPC) based on the 30 percent design drawings and narratives to confirm budget alignment.
- Conduct an Agency Review Workshop to present the 30 percent design package, receive feedback, and confirm approval to advance to the 60 percent design phase.

Deliverables:

- Basis of Design Narrative outlining design criteria, assumptions, and system concepts.
- Preliminary Civil, Architectural, Structural, Mechanical, and Electrical Drawings representing approximately 30 percent completion.
- Preliminary Site Layout and Grading Plan showing major site features, circulation, and utility connections.
- Preliminary Materials and Systems Summary identifying proposed construction materials and major building systems.
- 30 percent EOPC with supporting assumptions and value-engineering notes.
- Agency Review Workshop including presentation materials, meeting minutes, and a written response log documenting comments and resolutions.

Task 04: Development of 60 Percent Drawings

At this stage, the design process will transition into detailed production. The 60 percent drawings will include at minimum:

- Site grading and drainage design
- Pavement sections and traffic routing
- Preliminary structural and architectural layouts
- Utility connections and relocations
- Preliminary details for systems and equipment

The 60 percent design package will be submitted to the Agency for review and comment. This milestone provides a critical checkpoint for the Agency to confirm that the original design intent has been carried forward and meets expectations. Comments from this review will be used to refine the design prior to advancing to later phases.

Task 05: Opinion of Probable Cost

Cost control is a critical element throughout the project. Parkhill will prepare and update the Opinion of Probable Cost at each major design stage. The estimate will:

- Draw upon manufacturer quotes for equipment and specialty items.
- Incorporate local supplier pricing for materials and commodities.
- Reference bid data from similar maintenance shop and administration building projects completed in the region.

By maintaining an evolving estimate, we will align design decisions with the Agency's budget expectations and ensure fiscal accountability.

Task 06: Constructability Review

At the 60 percent completion stage, a constructability review will test the contract documents by applying the principle of the four C's. A construction contract that is on schedule and within budget should evolve from documents that are:

- **Clear** - The terms are unambiguous and meanings and intent are without confusion.
- **Complete** - All relevant details are included, material descriptions are specific, contract clauses accommodate pertinent considerations, and duplications or gaps are avoided. The contractor does not have to guess what is to be constructed.
- **Comprehensive** - The contract provisions are broad enough to cover the Project, are effectively correlated, and give adequate attention to all parts of the Project.
- **Comprehensible** - The design is competently delineated in accordance with industry standards and is understandable, reasonable, and intelligible.

The Parkhill Constructability Review Team is made up of construction specialists and senior engineers/architects; in concert with experienced engineers and inspectors who understand the unique requirements of solid waste Maintenance Shop and Administration Buildings. For instance, standard industrial concrete floors for the maintenance work bays will not provide sufficient wearability for solid waste manipulation and must be enhanced with both structural and surface enhancements. The Team will complete this essential task prior to finalizing the design of the Project.

Task 07: Development of 90 Percent Drawings and Project Technical Specifications

At this stage, Parkhill will advance the design effort into near-final documentation. The objective is to deliver a comprehensive package that is essentially ready for bidding, while still allowing the Agency a final opportunity to provide input prior to completion.

Key Activities:

- **Final Integration of Disciplines:** Civil, structural, architectural, mechanical, and electrical designs will be fully coordinated to eliminate conflicts between systems. This includes grading plans, building sections, foundation details, mechanical room layouts, and electrical one-line diagrams as necessary.
- **Detailed Facility Design:** The layout will incorporate final decisions on equipment types, structural materials, and operational spaces such as maintenance shop work floor, load-out bay, and vehicle circulation routes.
- **Technical Specifications:** Complete contract specifications will be prepared in industry standard format, covering all materials, workmanship standards, and performance requirements. Particular attention will be given to the unique needs of maintenance shop and administration building operations, including high-wear concrete specifications, HVAC and ventilation systems, and traffic control devices.
- **Procurement and Contract Forms:** The 90 percent package will include draft Bid Forms, Agreements, Bonds, and General Conditions, ensuring the Agency can proceed seamlessly to the procurement stage.

Deliverables:

- 90 percent complete drawing set (all disciplines).
- Draft Project Manual with specifications and contract forms.
- Updated cost estimate for budget confirmation.

Task 08: Final Construction Documents

The 90 percent documents will be submitted to the Agency for review, providing a final opportunity for stakeholders to verify alignment with project goals and operational requirements. Parkhill will then integrate all Agency comments and finalize the Final Construction Document package.

Key Activities:

- **Agency Review Coordination:** Facilitate workshops or review meetings with Agency staff to discuss and clarify design decisions, with a focus on operational efficiency, maintenance requirements, and regulatory compliance.
- **Resolution of Comments:** Each Agency comment will be documented, tracked, and addressed. Where alternative solutions exist, Parkhill will provide recommendations with pros/cons for Agency decision-making.
- **Final Package Production:** Incorporation of all revisions into the final construction drawings and Project Manual. This ensures the bid package is complete, consistent, and ready for public advertisement.

Deliverables:

- Final sealed drawings ready for bidding and construction.
- Final specifications and bid documents (Project Manual) ready for bidding and construction.
- Final Engineering Opinion of Probable Cost.

Task 09: Procurement Support

The procurement process requires active management to ensure competitiveness and transparency while providing bidders with sufficient clarity to prepare accurate proposals. Parkhill will support the Agency through every step. Should the project proceed through the traditional procurement process Parkhill will provide the following services:

Key Activities:

- **Bid Document Distribution:** Make final plans and specifications available through standard plan rooms, Agency procurement portals, and directly to prospective bidders (if required).
- **Pre-Bid Conference:** Organize and lead a pre-bid meeting to explain project requirements, walk bidders through the site, and respond to technical questions.
- **Addenda Preparation:** Draft and issue addenda to clarify or modify documents as needed, ensuring bidders have the latest information.
- **Bidder Support:** Provide timely responses to Requests for Information (RFIs) from contractors and suppliers.
- **Bid Evaluation:** Open bids with Agency representatives, tabulate results, verify contractor qualifications, and confirm completeness of bids.
- **Recommendation of Award:** Provide a written recommendation for award to the lowest responsible and responsive bidder, with rationale for Agency decision-making.
- **Contract Execution Support:** Assist the Agency with contract finalization, bonds, and insurance verification prior to issuing the Notice to Proceed.

Deliverables:

- Pre-bid conference summary and attendance record.
- Addenda (as required).
- Bid tabulation and evaluation report.
- Award recommendation.

Task 10: Construction Phase Services

Construction phase services are critical to ensure that the project is built in accordance with the design intent, budget, and schedule. Parkhill will provide technical expertise and contract administration throughout the construction process.

Key Activities:

- **Pre-Construction Services:** Facilitate the pre-construction meeting with the general contractor, review project schedule, establish communication protocols, and confirm submittal requirements.
- **Shop Drawing & Submittal Review:** Review and approve contractor submittals for compliance with the design, including structural steel, precast elements, electrical systems, and specialty equipment.
- **Construction Observation:** Provide periodic site visits during critical construction activities to observe progress, identify deviations, and resolve field issues. Our team will document observations through field reports with photos and recommendations.
- **Progress Meetings:** Attend regular progress meetings with the contractor and Agency staff to review schedule, cost, and quality issues.
- **Change Management:** Evaluate contractor change order requests and provide recommendations to the Agency regarding cost and time impacts.
- **Quality Assurance:** Ensure workmanship, materials, and construction methods meet specifications. Special inspections (such as concrete testing, weld inspections, etc.) will be coordinated as needed.
- **Final Observation:** Conduct pre-final and final walkthroughs, prepare punch lists, and verify completion of all work.
- **Project Closeout:** Review and approve as-built drawings, verify O&M manuals, and recommend final acceptance.

Deliverables:

- Pre-construction meeting summary.
- Periodic field reports with photos and observations.
- Submittal review log.
- Change order evaluations.
- Punch list documentation and final acceptance letter.
- Approved as-built drawings.

COMPENSATION

Our fee for the Scope of Services described above is based on a not-to-exceed fee and will be billed on a time and materials method on a monthly basis. Parkhill's current hourly rate schedule is provided as Exhibit A.

Invoices will reflect the prevailing NMGR rate at the time of invoicing. Our Opinion of Probable Cost (OPC) provided as Table 1 is structured to identify an itemized cost of tasks and services.

Table 1
Santa Fe Solid Waste Management Agency
Caja del Rio Landfill Maintenance Shop and Administration Building Construction
Engineering Opinion of Probable Cost

Task Number	Task	Professional Labor	Expenses	Subcontractor	Not-To-Exceed Fee
01	Conceptual Design	\$25,000	\$0	\$0	\$25,000.00
NMGRT (6.8750%):					\$1,718.75
Project Total (including NMGRT):					\$26,718.75

New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Invoices will reflect the prevailing NMGRT rate at the time of invoicing.

SCHEDULE

Based on the proposed scope of Phase 1 services, we anticipate a three (3) month project duration.

EXHIBIT A
Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: Santa Fe Solid Waste Management Agency

Project: Caja del Rio - Maintenance Shop and Admin. Building

Agreement Date: October 8, 2025

Location: Santa Fe, New Mexico

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$67.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$78.00	Architect	\$166.00	Architect	\$259.00
SUPPORT STAFF III	\$108.00	Civil Engineer	\$203.00	Civil Engineer	\$282.00
SUPPORT STAFF IV	\$115.00	Electrical Engineer	\$198.00	Electrical Engineer	\$281.00
SUPPORT STAFF V	\$127.00	Interior Designer	\$148.00	Interior Designer	\$211.00
SUPPORT STAFF VI	\$138.00	Landscape Architect	\$160.00	Landscape Architect	\$226.00
		Mechanical Engineer	\$189.00	Mechanical Engineer	\$268.00
		Structural Engineer	\$196.00	Structural Engineer	\$252.00
		Survey Tech	\$152.00	Professional Land Surveyor	\$235.00
		Other Professional	\$146.00	Other Professional	\$219.00
		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
PROFESSIONAL LEVEL I		Architect	\$202.00	Architect	\$330.00
Architect	\$135.00	Civil Engineer	\$237.00	Civil Engineer	\$340.00
Civil Engineer	\$147.00	Electrical Engineer	\$232.00	Electrical Engineer	\$334.00
Electrical Engineer	\$150.00	Interior Designer	\$162.00	Interior Designer	\$241.00
Interior Designer	\$128.00	Landscape Architect	\$173.00	Landscape Architect	\$290.00
Landscape Architect	\$128.00	Mechanical Engineer	\$222.00	Mechanical Engineer	\$317.00
Mechanical Engineer	\$141.00	Structural Engineer	\$226.00	Structural Engineer	\$334.00
Structural Engineer	\$141.00	Survey Tech	\$185.00	Professional Land Surveyor	\$285.00
Survey Tech	\$120.00	Other Professional	\$172.00	Other Professional	\$277.00
Other Professional	\$126.00				
		PROFESSIONAL LEVEL V			
PROFESSIONAL LEVEL II		Architect	\$246.00		
Architect	\$146.00	Civil Engineer	\$281.00		
Civil Engineer	\$165.00	Electrical Engineer	\$279.00		
Electrical Engineer	\$170.00	Interior Designer	\$195.00		
Interior Designer	\$135.00	Landscape Architect	\$211.00		
Landscape Architect	\$135.00	Mechanical Engineer	\$266.00		
Mechanical Engineer	\$162.00	Structural Engineer	\$250.00		
Structural Engineer	\$160.00	Professional Land Surveyor	\$210.00		
Survey Tech	\$130.00	Other Professional	\$192.00		
Other Professional	\$133.00				

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

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

REQUEST FOR PROPOSALS (RFP)

**ON-CALL ENGINEERING SERVICES FOR THE CAJA
DEL RIO LANDFILL AND THE BUCKMAN ROAD
RECYCLING AND TRANSFER STATION**



RFP# 25098

Proposal Due Date: March 24, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract(s) through competitive negotiations for the procurement of on-call engineering services for the Santa Fe Solid Waste Management Agency (Agency) at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

B. BACKGROUND INFORMATION

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements (JPA) Act (NMSA 1978, Sections 11-1-1 through 11-1-7). Since 1995, the JPA delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill), which is located at 149 Wildlife Way, Santa Fe, NM.

The Agency's property boundary encompasses 646.4 acres of which 495 acres are within the boundary of the Landfill.

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

Caja del Rio Landfill (Landfill):

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

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

The Landfill receives approximately 550 to 600 tons per day of waste. In 2023, the Landfill processed approximately 178,000 tons of waste.

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

The current disposal area is Cell 6B. The remaining life of the cell is approximately one year.

The Landfill permit increased the final grade elevation in the West Phase to approximately 30 feet above the current elevation for a vertical extent of 85-95 feet above ground. As to date, the life of the vertical expansion of the West Phase is 10-15 years (depending on disposal rate).

The Landfill permit added 54 acres lined landfill area in the East Phase for municipal solid waste (MSW) and construction and demolition (C&D) disposal with a vertical extent of 70 to 110 feet above ground level and

115 to 135 feet below ground level. The East Phase extended the life of the Landfill by 25 - 32 years (depending on disposal rate).

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

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

Buckman Road Recycling and Transfer Station (BuRRT):

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

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

BuRRT receives an average of 279 customers per day. In 2023, BuRRT processed approximately 38,790 tons of materials. The following is the breakdown of the materials.

Municipal solid waste/C&D debris – 22,350 tons

Mixed recyclables – 10,000 tons

Green waste/Manure – 4,050 tons

Glass – 1,700 tons

Scrap tires – 200 tons

Scrap metal – 300 tons

E-waste – 80 tons

HHW – 110 tons

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

C. SCOPE OF PROCUREMENT

The selected Contractors shall provide **on-call engineering services** for the **Caja del Rio Landfill (Landfill)** and the **Buckman Road Recycling and Transfer Station (BuRRT)** on an as-needed basis. These services will support the Agency in maintaining regulatory compliance, optimizing operations, and addressing infrastructure needs.

Task Order Process

During the **negotiation phase**, as contracts are being developed, initial task orders will be identified based on the Agency's anticipated needs. These tasks will be assigned to Contractors based on expertise, availability, and best value to the Agency.

For any **additional or unanticipated tasks**, the Agency will issue a request for a **detailed scope of work and quote** from one or more awarded Contractors. Task orders will be negotiated on a case-by-case basis, and assignments will be made based on the **best combination of cost, expertise, and efficiency** to fulfill the Agency's objectives.

Multiple Award Structure

The Agency intends to award **multiple contracts** as a result of this RFP to ensure sufficient capacity and expertise. Contracts will be awarded to **qualified offerors who achieve a competitive evaluation score** and demonstrate the ability to provide high-quality engineering services. The Agency reserves the right to allocate work among awarded Contractors based on project needs, cost, specialization, and capacity.

Example Task Orders

Task orders under this contract may include, but are not limited to:

- **Regulatory Compliance & Reporting** – Preparation of engineering reports, permit related design plans, updated solid waste facility buildout, management plans, stormwater management compliance, and coordination with the New Mexico Environment Department (NMED) and other regulatory agencies.
- **Operational Support** – Perform topographical surveys, volume calculations, modify and expand model data for GPS control equipment, and basegrade design for excavations.
- **Design & Engineering Services** –Engineering, structural/building design and assessments, drainage studies, access road pavement rehabilitation, geotechnical evaluations for facility improvements or expansions and development of construction plans and specifications.
- **Construction Management & Oversight** – Construction oversight, contract administration, and quality assurance inspections.
- **Operational Efficiency & Optimization** – Evaluations of solid waste management practices, master planning, feasibility studies, comparative cost analysis, and process improvement recommendations.
- **Waste Minimization/Recycling Services** - Technical services related to waste minimization, recycling, waste-to-energy, and other potential renewable energy systems.
- **Emergency Response & Environmental Remediation** – Support in environmental remediation efforts, contamination mitigation, and emergency engineering solutions, if any arise.

Contract Term & Compliance

The initial contract term shall be **one (1) year**, with the option for annual renewals up to a total of **four (4) years**, contingent on Contractor performance and Agency requirements. In the event that New Mexico SB206, or subsequent bill, is passed by the legislature, the contract term will be increased to 8 years or as amended by the bill.

The total duration of any contracts awarded under this RFP **shall not exceed the statutory limits** set forth in **NMSA 1978, Sections 13-1-150 through 152** for Professional Services. All work performed must comply with applicable **federal, state, and local laws**, including but not limited to **EPA, OSHA, and NMED, regulations** governing landfill and solid waste operations.

D. PROCUREMENT MANAGER

The 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 the Protest Deadline Section.** As a Protest Manager has been named in this RFP, 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 RFP.** 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



DEFINITION%20OF%
20TERMINOLOGY.doc

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	February 24, 2025
Pre-Proposal Meeting	Procurement Manager/Potential Offerors	March 10, 2025 at 10 AM MST/MDT
Site Visit	Procurement Manager/Potential Offerors	March 12, 2025 at 1 PM MST/MDT
Deadline to submit Written Questions	Potential Offerors	March 19, 2025
Response to Written Questions	Procurement Manager	March 21, 2025
Organizational Reference Questionnaire	References	March 24, 2025 at 12 PM MST/MDT
Proposal Due Date	Offerors	March 24, 2025 at 3 PM MST/MDT
* Proposal Evaluation	Evaluation Committee	March 31, 2025
* Selection of Finalist(s)	Evaluation Committee	April 2, 2025
* Virtual or In-Person Interview(s)	Finalist Offerors	April 7, 2025
* Finalize Contracts	Agency/Finalist Offerors	April 11, 2025
* Contract Awards	Joint Powers Board/Agency	April 17, 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.

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 the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, March 10, 2025 beginning at 10 AM MST/MDT via MS Teams at the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTgyN2RhODEtOTJkMi00ZDgxLTlkYWEtNDIwM2FIYjZiZW5%40thread.v2/0?context=%7b%22id%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%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. 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 the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

3. Non-Mandatory Site Visit

A Non-Mandatory Site Visit will be held as indicated in the Sequence of Events, at 149 Wildlife Way, Santa Fe, New Mexico 87506. The Site Visit is intended to provide potential Offerors with an opportunity to inspect the sites 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 locations. 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 the 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.

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 the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared. 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 the 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 THE 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(s) is awarded pursuant to this RFP. 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 the Specifications (Section IV), which have been assigned a point value under Evaluation (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 Specifications (Section IV) will be recommended for award. 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

Reserved

9. Virtual or In-Person Interviews

Finalist Offerors may be required to conduct an interview to be determined as per the 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 Contracts

After approval of the Evaluation Committee Report, all contracts resulting from this RFP will be finalized with the most advantageous Offerors, taking into consideration the evaluation factors set forth in this RFP, as per the Sequence of Events, or as soon as possible thereafter. The most advantageous proposals 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 contract with the next most advantageous Offerors without undertaking a new procurement process.

11. Contract Awards

Upon finalization of the contracts, the Agency will award as per the 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 submitted timely and must conform with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, 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 RFP. 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 RFP 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 by completing and signing the Letter of Transmittal form, pursuant to the requirements located in APPENDIX C.

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 contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contract with the Agency which may derive from this RFP. The Agency will only work with and make payments to the prime contractors.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used. Additionally, the prime contractor

must receive approval, in writing, from the Agency awarding any resultant contract, before any subcontractor is used during the term of this contract.

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 will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals.

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 the Response Format and Organization section, 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 all contracts with Offerors 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 D). 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 D) 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 Offeror's Terms and Conditions under General 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. 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.

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://cityofsantafenmvendors.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 C), 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 Contract if, at any time during the term of this Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. 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 Contract. 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 Contract. 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.

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 with a local address 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 contract.

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 should be submitted, as outlined below.

Technical 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," on the front page of each upload.

Technical Proposals – One (1) ELECTRONIC upload must be organized in accordance with 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 – 25098 - Public Technical)

****i. Confidential Information****: *If Offeror’s proposal contains confidential information, as defined in General Requirements- Definition of Terminology and detailed in General Requirements- Disclosure of Proposal Contents , 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 – 25098 – 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 – 25098 - Confidential Technical)

ELECTRONIC proposal submissions must be fully submitted on: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline in the Submission of Proposal section. 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 Proposal Format- 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 –

- 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
- f) Offeror's Additional Terms and Conditions
- g) Response to Specifications
 - i. General Information
 - ii. Organizational References
 - iii. Specialized Design and Technical Experience
 - iv. Capacity and Capability
 - v. Past Record of Performance
 - vi. Proximity to or Familiarity with the Agency
 - vii. New Mexico Produced Work
 - viii. Current Volume of Work with the Agency not 75% Complete
- h) New Mexico/Native American/Veteran/Local Resident Preferences (if applicable)
- i) Other Supporting Material (if applicable)

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.

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.

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 on-call professional engineering services at the Caja del Rio Landfill and at the Buckman Road Recycling and Transfer Station, including, but not limited to, these provisions and any others agreed to during the contract negotiations.

2. Requirements

The on-call professional engineering services performed under the resultant contracts may include, but not be limited to, the following types of services. This scope of services is intended to represent the projects that may arise during the term of the contracts; however, not all of these services may be required of the contractors during the contract term. Offerors may supplement their in-house capability through teaming arrangements.

The Offeror(s) must have solid working knowledge of New Mexico Solid Waste Act (NMSA 1978, Sections 74-9-1 through 74-9-43) and the Solid Waste Management Rules (20.9.2 through 20.9.10 NMAC) which governs the management of municipal solid waste in New Mexico or applicable building code requirements. The Offeror(s) may be required to provide these types, or a certain combination, of professional services:

- Conduct master planning and/or feasibility studies and develop strategic plans, including data analysis, policy assessments, community engagement, stakeholder meetings, meeting facilitation, and approvals.
- Design and prepare construction plans and specifications for Landfill facility components, such as maintenance shop, material recovery facility (MRF), other buildings, equipment installation, access road pavement rehabilitation, convenience center and scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Design and prepare construction plans and specifications for BuRRT facility components, such as building rehabilitation and upgrades, concrete containment areas, and scale replacement. Offeror may also be responsible for comparative cost analysis, bidding assistance, and construction oversight of such components.
- Perform topographical surveys for the Landfill and BuRRT, as required, including landfill volume calculations using the recognized datum (i.e., NAD 83, NAVD 88) in the Agency's Topographic Survey Protocol. The Agency prefers the use of drone technology to obtain topographical information or aerial photography.
- Operational support, such as modifying or expanding model data used for the Trimble GPS control equipment (currently utilized by the compactors to maximize compaction at the Landfill), basegrade guidance during the excavation of cells, and assistance with building access roads and stormwater channel excavations.
- Update management and/or design plans, including additional and revised information regarding operational practices and facility buildout, for approval by the New Mexico Environment Department.
- Prepare and submit permit-related documents for approval by the New Mexico Environment Department.
- Prepare, design, and/or implement corrective action programs related to operational and/or remedial issues, if any arise.
- Provide general engineering services for Landfill and BuRRT not previously identified.

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

B. TECHNICAL SPECIFICATIONS

1. General Information

Offerors must identify their principal member(s) or officer(s) who will be responsible for the administration of the contracts; provide the name(s) and registration number(s) of the New Mexico Registered Professional Engineer who will be directly responsible and in charge of the work; and identify the name, address, and phone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants (as applicable).

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 B, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX B. 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 the 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. Specialized Design and Technical Experience

Offerors **must** describe two (2) engineering projects that highlight their specialized problem-solving techniques or approaches, innovative practices/ideas, and advantages its team brings or offers to the Agency as they relate to the potential Scope of Work.

4. Capacity and Capability

Offerors **must**:

- a. provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements, including information that demonstrates the Offeror’s ability to perform the potential Scope of Work;

- b. include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to providing services towards the work must be included in the organizational chart; and
- c. provide brief resumes for key project team members, describing why each team member was selected for this proposal, highlighting relevant project experience and knowledge of solid waste management practices. If a subcontractor is associated with the project execution as an affiliated company, firm, or business, the proposal must indicate this.

5. Past Record of Performance

Demonstrate through contracts and other agreements with government agencies or private industry for such factors as cost control, quality of work, and ability to meet schedules. Provide at least three (3) clients where the Offeror provided a similar level of on-call engineering services as described in the potential scope of work.

6. Proximity to or Familiarity with the Agency

Demonstrate the Offeror's understanding of the Agency's needs and their awareness of the different potential scopes of work required at both the Caja Del Rio Landfill and the Buckman Road Recycling and Transfer Stations.

7. New Mexico Produced Work

It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico offeror or offerors. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that Offeror or Offerors.

8. Current Volume of Work with the Agency not 75% Complete

Indicate the volume of work the Offeror has previously done for the Agency, which is not seventy-five (75) percent complete regarding professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified offerors while not violating the principle of selecting the most highly qualified offeror.

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

C. BUSINESS SPECIFICATIONS

1. 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.**

2. 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.

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

To ensure adequate consideration and application of NMSA 1978, Section 13-1-21, 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. General Information	5%	50
B. 2. Organizational References	5%	50
B. 3. Specialized Design & Technical Experience	30%	300
B. 4. Capacity and Capability	30%	300
B. 5. Past Record of Performance	5%	50
B. 6. Proximity to or Familiarity with the Agency	5%	50
B. 7. New Mexico Produced Work	10%	100
B. 8. Current Volume of Work with the Agency not 75% Complete	5%	50
C. Business Specifications		
C. 1. Campaign Contribution Disclosure Form	-	Pass/Fail
C. 2. Interview	5%	50
TOTAL EVALUATION POINTS AVAILABLE		1,000
C. 3. New Mexico / Native American Resident Preference	-	80
C. 3. New Mexico / Native American Resident Veteran	-	100
C. 3. Local Preference per New Mexico/Native American/Veteran/Local Resident Preference or local City of Santa Fe or Santa Fe County business license	-	50

B. EVALUATION FACTORS

1. General Information (See Table 1)

Points will be awarded based on the completeness of the Offerors' responses.

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 B). Offerors 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 General Requirements- Offeror Qualifications.

3. Specialized Design and Technical Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offerors’ responses in this Section. The Evaluation Committee will also weigh the innovativeness, creativity, effectiveness, and relevancy to perform the scoped professional services.

4. Capacity and Capability (See Table 1)

Points will be awarded based on the team members’ relevance and extent of their experience, expertise and knowledge in master planning, engineering design and construction associated with solid waste management, master planning, drainage, facility, utility and traffic; and of their formal education, certifications and licenses. In addition, points will also be based on the amount of care and attention given to assembling the team members based on their specialized professional competence as it relates to the Scope of Work.

5. Past Record of Performance (See Table 1)

Points will be awarded based upon an evaluation of the documented organizational experience, relevancy, knowledge and resources that may be employed for the scoped services. Further, points will be awarded based on Offerors’ candid and well-thought-out responses in this Section.

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

Points will be awarded based on the Offeror’s proximity to or familiarity with the Agency’s procedural, procurement, regulatory design requirements; thorough understanding of the Scope of Work; and how quickly the Offeror can respond to Agency requests/needs. This can be demonstrated by proving work performance at other similar facilities.

7. New Mexico Produced Work (See Table 1)

Points will be awarded based on the percentage of work produced in New Mexico using the following formula:

- 0% - 20% - 25 points
- 21% - 40% - 50 points
- 41% - 60% - 75 points
- 61% - 80% - 100 points

8. Volume of Work with the Agency not 75% Complete* (See Table 1)

Points will be awarded based on the following formula in assessing scores based on the value of work for projects that are not 75% complete:

- \$150,001 and over..... 0 points
- \$100,001 to \$150,000..... 10 points
- \$ 50,001 to \$100,000..... 20 points
- \$ 25,001 to \$ 50,000..... 30 points
- \$ 1 to \$ 25,000.....40 points
- None50 points

9. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

10. 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 Offerors presentation agendas and information. Should the department decide not to do interviews, Offerors will be awarded total amount of points set forth in the Evaluation Point Summary.

11. 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.

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 showing a local operation within Santa Fe County, 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 and/or the Procurement Manager may contact Offerors for clarification of their proposals.
3. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value in the Evaluation Section. 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 will be recommended for award.. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.