

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: November 13, 2025
Subject: Request for Approval of Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System in the Amount of \$392,960 (RFP No. FY26-RFP-027)

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with SCS Engineers, Inc. of Bedford, TX, for air quality permitting and compliance reporting services, as well as engineering, operation, and maintenance services for the landfill gas collection system.

The compensation for SCS Engineers in the first year of the Agreement is \$392,960.

Funding is available in 8100851.510310 (Landfill Service Contracts), 812.100700 (Landfill Gas Collection System Reserve Fund), and 810.100700 (Operating Cash Fund).

Agency staff negotiated with SCS Engineers regarding the Scope of Services for Year 1, which is included in Exhibit A of the Agreement, as follows:

- Task 1 – Air-Related Compliance Reporting;
- Task 2 – Title V Renewal;
- Task 3 – Title V Post-Submittal Services;
- Task 4 – Stormwater Permitting Services;
- Task 5 – GCCS O&M Routine and Non-Routine Services;
- Task 6 – Engineering Services (Gas System Design);
- Task 7 – Bid Support Services (Gas System Expansion);
- Task 8 – Gas System Expansion CQA Services; and
- Task 9 – Engineering On-Call 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 October 10, 2025, the Agency issued Request for Proposal (RFP) No. FY26-RFP-027 for air quality permitting and compliance reporting services and engineering, operation and maintenance services for the landfill gas collection system. The two firms responded to the RFP on October 28, 2025:

- Parkhill
- SCS Engineers

The evaluation criteria and weighted values comprised the following: Scope/Level of Expertise Plan (SC/LE) (60%), which includes criteria required by New Mexico Administrative Code (NMAC) 1978, 13-1-120; Value-Added Plan (VA) (10%); and interview (30%).

The scores awarded are as follows:

- SCS Engineers: 108 points
- Parkhill: 72 points

The above-mentioned total points awarded reflect the average score from all committee members, along with any applicable preferences.

Based on the evaluation criteria, the evaluation committee determined that SCS Engineers offers the best value to the Agency for air quality permitting, compliance reporting services, and engineering, operation, and maintenance services for the landfill gas collection system.

SCS Engineers will be responsible for providing the following services, including but not limited to:

- Air Quality Permitting Services
- Compliance Reporting Services
- Engineering Services
- Operation and Maintenance Services

ACTION REQUESTED

The Agency requests Board approval of the Agreement with SCS Engineers to provide air quality permitting and compliance reporting services, and engineering, operation, and maintenance services for the landfill gas collection system, for \$392,960.

The Agency also requests Board approval of a budget increase to 8100851.510250 (Landfill Compliance Services) from 810.100700 (Operating Cash Fund Cash) in the amount of \$39,830.

The Agency also requests Board approval of a budget increase to 8120860.572960 (WIP Design - Phase 4 LFG Collection System) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the amount of \$133,130.

Attachments:

- 1) Budget Adjustment Request
- 2) Professional Services Agreement with SCS Engineers
- 3) RFP No. FY26-RFP-027 (Without Appendices)

ATTACHMENT 1

Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/13/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Compliance Services	8100851	510250		39,830		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				39830	\$ -	

Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the the Landfill Gas Collection System in the Amount of \$392,960 (RFP No. FY26-RFP-027) Increase Landfill Compliance Contract Cash is available in 810.100700 (Operating Cash Fund)	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	810	(39,830)
	TOTAL:	(39,830)

Thomasina Chavez Prepared By {print name}	11/13/2025 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Budget Officer _____ Date Finance Director {≤ \$5,000} _____ Date City Manager {≤ \$60,000} _____ Date
Division Director Signature {optional} _____ Date		CITY COUNCIL APPROVAL JPB Approval Date Agenda Item #:	
Department Director Signature _____ Date			

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/13/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
WIP Design	8120860	572960		133,130		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				133130	\$ -	

Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the the Landfill Gas Collection System in the Amount of \$392,960 (RFP No. FY26-RFP-027) WIP Design - Phase 4 LFG Collection System	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	812	(133,130)
Cash is available in 812.100700 (SFSWMA Gas Collection Reserve Fund)		
	TOTAL:	(133,130)

Thomasina Chavez Prepared By {print name}	11/13/2025 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	
		CITY COUNCIL APPROVAL	Budget Officer
		JPB	Date
Division Director Signature {optional}	Date	Approval Date	Finance Director {≤ \$5,000}
			Date
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}
			Date

ATTACHMENT 2

**Professional Services Agreement
with
SCS Engineers**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services, and Engineering, Operation
and Maintenance Services for the Landfill Gas Collection System – 2025)**

This **PROFESSIONAL SERVICES AGREEMENT**(“Agreement”) is made and entered into this 20th day of November 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers (“Contractor”) for landfill gas engineering and operation and maintenance services and air quality permitting and compliance reporting services (RFP No. FY26-RFP-027) 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 Three Hundred Ninety-Two Thousand Nine Hundred Sixty Dollars and No Cents (\$392,960.00).

- B. Contractor shall be responsible for payment of gross receipts taxes due to 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@sfswwma.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 November 20, 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@sfswwma.org

CONTRACTOR: Mr. Ryan Kuntz, P.E.
Vice President
SCS Engineers
1901 Central Drive, Suite 550
Bedford, Texas 76021
Email: RKuntz@SCSEngineers.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:

Ryan Kuntz, P.E.
Vice President
SCS Engineers

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

RFP#: FY26-RFP-027

Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System at the Caja del Rio Landfill

Project Description

This scope of services has been prepared to meet the criteria included in: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP# FY26-RFP-027).

We reviewed the RFP and the site information, and have divided the proposed work into the following tasks:

- Task 1 – Air-Related Compliance Reporting;
- Task 2 – Title V Renewal;
- Task 3 – Title V Post-Submittal Services;
- Task 4 – Stormwater Permitting Services;
- Task 5 – GCCS O&M Routine and Non-Routine Services;
- Task 6 – Engineering Services (Gas System Design);
- Task 7 – Bid Support Services (Gas System Expansion);
- Task 8 – Gas System Expansion CQA Services; and
- Task 9 – Engineering On-Call Services.

With the gas system expansion, renewal of the landfill's Title V permit in 2026, and a new federal stormwater permit scheduled to be finalized in 2026, all these tasks will be required in the first year of the upcoming contract. However, in subsequent years, several of these tasks will likely not be needed.

Scope of Work

Task 1 – Air-Related Compliance Reporting

NSPS, NESHAPs, and Title V Reporting

Task 1 includes required air compliance reporting services between December 2025 and November 2026. These reports will be as follows:

- Two Semi-Annual New Source Performance (NSPS)/National Emission Standards for Hazardous Air Pollutants (NESHAP) Reports and EPA electronic reporting forms for these reports;
- Two Semi-Annual Title V Monitoring Reports;
- One Annual Title V Certification Report; and
- One Annual NSPS Liquids Addition Report.

It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAA. The New Mexico Air Quality Bureau (AQB) allows NSPS and NESHAPS reports to be combined into one submittal but requires separate Title V and NSPS liquids report submittals. In addition to the semi-annual NSPS/ NESHAPS reports and the Title V annual and semi-annual reports, 40 CFR 60, Subpart XXX requires annual liquids reporting for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. We understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting.

The Title V reports document the Agency’s compliance with air-related regulatory and permit requirements outlined in the Title V permit. Title V reporting requires reporting of any compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this task, we will prepare the required Title V reports with supporting documents. We assume that SFSWMA will provide any necessary information for preparing these reports. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2026 and in October 2026.

NSPS and NESHAP semi-annual reporting requires documentation of the following per 40 CFR §60.767(f), and 40 CFR 63.1981(h), including, but not limited to:

- All Gas Collection and Control System (GCCS) wellfield exceedances and follow-ups;
- A summary of quarterly surface scans and locations information for any 500 ppm exceedances;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime and control device downtime;
- A summary of Continuous Monitoring System (CMS) requirements for the enclosed flare; and
- Details on any corrective actions needed for wells or surface emissions issues that required a remedy outside of the timeframe included in the rule.

In addition to the written NSPS/ NESHAP reporting, EPA now also requires electronic reporting, consisting of a summary spreadsheet, via their CEDRI portal. This task will include completion of this required spreadsheet and electronic reporting, summarizing the metrics required by EPA for the reporting period. It should be noted that this required reporting is not seen as an alternative to the preparation of traditional report due to issues that industry has with the spreadsheet and the inability of the spreadsheet to adequately convey the information included in the actual report. As such, the written report will include appropriate disclaimers and will be attached to the electronic filing as well. This task will include any updates that may happen in this regard during the contract period.

To efficiently gather the information needed for these reports, we will keep track of each reporting period, and at the end of the subject reporting period (typically 30 days before each report is due), gather all required information from SFSWMA and our gas system operation staff. We will then use this information to prepare the report drafts for SFSWMA review. Upon approval, at SFSWMA’s preference, we will upload these reports to NMED’s Secure Extranet Portal (SEP) and EPA (via CEDRI) for SFSWMA to certify and submit. The electronic NSPS/ NESHAP submittal required by EPA will be submitted within EPA’s CEDRI system and New Mexico’s SEP system.

Schedule and Deliverables: The reporting periods for the NSPS/ NESHAP and Title V reports will be the same so that they can be completed concurrently. Per the landfill’s established reporting periods, the NSPS/ NESHAP and Title V reports will be submitted to NMED in April 2026 and in October 2026. The NSPS liquids report will be submitted by September 27, 2026, based on the prior submittals, and annually thereafter.

Deliverables are inclusive of six (6) reports described above (2 NSPS/NESHAPS, 1 Liquids, 2 Title V Semi-Annual, and 1 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA's records. In addition, all deliverables will be provided electronically in PDF format.

Prepare New Mexico Emissions Inventory Reporting

We will prepare the calendar year 2026 emissions inventory for the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station (BuRRT). These inventories, which will be filed online, are scheduled to be submitted by April 1, 2026. In preparation for this task, we will prepare a list of information needed for each facility. These lists will include everything needed to calculate 2025 emissions, such as 2025 incoming waste/feedstock quantities and specifics regarding equipment usage. Once this information has been obtained, we will prepare emissions estimation spreadsheets. Per prior guidance from the AQB, we assume that GHG calculations will not be required for the landfill since Federal reporting is prepared. However, we can compile and submit GHG emissions to AQB for the landfill, if needed (i.e. if Federal reporting is suspended). If separate GHG calculations are required for BuRRT, our engineering on-call task can be used (not anticipated since BuRRT is not in a typical industrial sector required to report GHGs).

To report these emissions, we will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion, we will work with SFSWMA to check and finalize the submittals to AQB as the certifier. Upon approval, at SFSWMA's preference, we will upload these reports to NMED's SEP for SFSWMA to certify and submit. PDFs of the emissions spreadsheets will be provided to SFSWMA.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that emissions fees themselves are assumed to be paid directly by SFSWMA.

Schedule and Deliverables: At the beginning of the new year (January 2026), we will provide you with the information list of all 2025 production rates needed for our calculations (excluding any information we obtain from our internal gas system operations staff). The submittal will be completed prior to April 1, 2026. Our deliverable will consist of a PDF file of the emissions calculations. A hard copy can be provided if needed also.

Federal Greenhouse Gas (GHG) Emissions Reporting Services

This portion of Task 1 will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2025 GHG emissions and encompass the reporting event that is currently due to EPA in 2026. Although typically due by the end of March annually, EPA has proposed extending this date for 2026 to possibly provide time for EPA to rescind the reporting requirement all together. Until these actions are finalized, we propose to continue as if the annual deadline was March 31, 2026.

The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. EPA's online "eGGRT" system will be used for reporting.

The first step in the GHG calculation process will be to collect all required data from calendar year 2025 for the Caja del Rio Landfill including: waste intake values, GCCS landfill gas flows, and methane content of the collected gas. Landfill areas and depths are also required, which we will obtain from gas system and landfill design records. Utilizing equations provided in the EPA rule, we will convert the

required information that has been gathered into the required GHG emissions.

We will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. We will enter the landfill's data into an XML programming tool for uploading into EPA's e-GGRT system. Upon completion of the XML tool, we will work with the SFSWMA's Designated Representative (DR) to review and certify the data to EPA. We will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, we will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed.

Schedule and Deliverables: As noted above, although there is some uncertainty whether GHG Reporting will ultimately be required in 2026, out of an abundance of caution, and since emissions calculations will already be happening for the Emission Inventory reporting by the end of March, we propose proceeding with the usual March 31, 2026 deadline. Pending EPA opening the eGGRT site or other factors, which we will monitor, this may be delayed. However, we will closely watch all deadlines and assure that the Agency meets any 2026 requirements.

The reporting is electronic; however, as noted in this scope, we will prepare a memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.

Task 2 – Title V Permit Renewal

The current Title V permit (Operating Permit No. P185L-R4) expires on April 14, 2028, and a renewal application must be submitted a year prior to this date (by April 14, 2027). Since the application is involved and complex, we propose performing this work in calendar year 2026. This task will cover the preparation of this renewal application.

The initial portion of this work will involve preparing the emissions estimates through the next permit period and working with AQB's modeling staff to confirm whether a modeling waiver is possible. To prepare the emissions estimates, we will provide you with a list of any assumptions to check and/or verify related to the emissions estimate assumptions prior to finalizing them. We will also confirm whether Bruce Nicholson's modeling from the prior renewal covers this renewal such that a waiver can be utilized. Our fee for this task does assume that a waiver will be possible and covers the effort to prepare this waiver. If it is determined that new modeling is required, this additional fee will be taken from our On-Call Engineering Task (Task 9).

While working with the emissions estimates and reviewing the modeling waiver, we will also work to prepare the broader application itself to renew the Title V permit. This renewal application will contain AQB's appropriate forms and workbooks – currently the universal application parts one, two, three, and four. During preparation of the application, we will work with SFSWMA to update any information as needed. Content included in the application includes site layout maps, process descriptions, detailed emissions calculations and backup information, and a detailed list of all applicable air-related requirements.

Upon completion of a draft application itself and resolution on the modeling portion of the application, We will transmit a draft to SFSWMA for review, comment, and Responsible Official (RO) signature. Upon receiving any comments, we will prepare final copies for submittal. We will then transmit the application to you for submittal to the AQB, or we may submit it on your behalf, subject to your direction.

This task does not include follow-up services that are typically required for Title V permit applications, since these are somewhat separate from the application preparation, and can last for over a year.

These services are included in Task 3.

Schedule and Deliverables: Regarding schedule, we would propose to begin this work soon after the closeout of air reporting season in 2026 (by June 2026), with a goal of completing the application by November 30, 2026.

Deliverables will include electronic copies of all application components for SFSWMA files along with printouts (up to 2 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.

Task 3 – Title V Post-Submittal Support Services

This task is to cover the following services that may be required in association with the submittal of the Title V renewal application. Follow-up services may include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

Some budget is included for this task through November 2026, but since the application will be filed around this time, this task may not be needed for the first year of our contract period,

Schedule and Deliverables: This task would be utilized after the Title V Renewal Application's submittal and could be required for several years depending on AQB's review timeline. Although the items to be covered under this task are on an as-needed basis to be determined, as with all tasks, any deliverables will be provided in hard copy form as well as electronically.

Task 4 – Stormwater Permitting Services

For this task, SCS will update the BuRRT and Caja del Rio Landfill's Stormwater Pollution Prevention Plans (SWPPPs) for the new Multi-Sector General Permit (MSGP) and assist with filing the new Notices-of-Intent (NOIs). We will complete this online as possible prior to your review and certification. Upon revising the SWPPPs for the new MSGP provisions and any site updates from the last several years, a draft will be provided for your review and comment. As part of your review, we will provide you with a redlined copy of the current SWPPP to highlight the changes for your subsequent training for the new SWPPP and MSGP as well. We will also notify you in advance of any changes to current procedures as we develop the revised SWPPP so that these changes can be implemented as needed prior to the NOI filing.

Upon receipt of your comments, we will finalize the SWPPPs and provide you with a hard copy for the site as well as a PDF. As we finalize the SWPPPs we will also work with you to prepare the NOI so that, as the SWPPP is finalized and initiated, the NOI can be filed prior to the deadline.

Schedule and Deliverables: At this time, we project that the new MSGP may be issued in February 2026. We will monitor this and make sure the SWPPPs and NOIs are filed in a timely manner as required by the rule. As noted above, our deliverables will be both hard-copy (for the sites) and PDF copies of the SWPPP.

Task 5 – GCCS O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

This task will include monitoring the wellfield monthly per NSPS/NESHAPS requirements. At the beginning of the contract, this would entail reading 28 extraction wells and two cleanout risers currently in operation (collectively referred to here as extraction points). As wells or other extraction points are added, additional monitoring will be added, the non-routine task may be used for this additional monitoring, if needed. Initial and second monthly readings (15-day rechecks) will be included as two different line items.

During the monthly visits, typical routine services for the wellfield will involve:

- Monitoring and adjusting the 28 extraction wells and two cleanout risers, as needed, so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction point, in addition to individual temperatures and pressures.
- Assuring that extraction points are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain landfill gas (LFG) concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/ flare station will be stored in the GEM 5000 for future upload to any online data management tools.

If extraction points do not adhere to NSPS/NESHAPS parameters (less than 145° F and negative pressure), adjustments to the point(s) will immediately be implemented to bring them back into compliance. Adjustments will also ensure compliance with the NSPS/NESHAPS requirements stipulating that some corrective action is taken on non-compliant extraction points within 5 days of an exceedance(s). If non-compliant points can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedances(s), we will re-monitor the extraction point within 15 days of the initial non-compliant reading.

In addition to the wellfield items discussed above, we will record, at the blower/ flare station, all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- Landfill gas concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Flame arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and

- Other pertinent data required to maintain good operating conditions for the blower/ flare station, and as required by the manufacturer.

We will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping;
- Unusual noise/ vibrations/ functions; and
- Irregular readings of output equipment and/ or electrical equipment.

Maintenance services for the flare, blower, and associated equipment as recommended by the manufacturer of the flare - John Zink Maintenance for the blower/ flare station will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;
- Periodic switching of the blowers (monthly basis);
- Draining condensate/ fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous Yokogawa recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);
- Other maintenance items as required by the John Zink O&M Manual for blower/ flare station (time interval varies by equipment and manufacturer);
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis);
- Flame arrestor cleaning (typically annually or an increase in differential pressure occurs);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- Ultraviolet scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter's inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/ pneumatic inspections where needed.

In addition to routine maintenance, we will be responsible for providing necessary labor, equipment, and tools to repair and/ or replace defective equipment as needed. Prior to replacement or repair of the equipment, we will advise SFSWMA of problems and discuss, requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/ flare station, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

Our approach to providing routine services is to collect data pertaining to the blower/ flare station prior

to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be “performing” as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS/NESHAPS compliance issues. One example involves higher than normal vacuum. Wells would be “over-pulled” because of this higher vacuum. If this condition (“overpulling”) is not immediately identified and investigated, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems, and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and adjust as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the condensate sumps and any exposed piping.

Once the wellfield is read, the technician will then return to the blower/flare station and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. As mentioned above, on a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any repairs needed can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

We will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAA and the GCCS Design Plan. Our technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS regulations (basically, around and inside the waste limits, where landfill materials are 5 years in age - in the area where extraction wells are located) at a 30-meter spacing in a grid pattern. The SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, they will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area must be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. We typically perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, we will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The

report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Schedule and Deliverables: Wellfield monitoring will be performed monthly and SEM monitoring quarterly. Follow-up monitoring for both wellfield and SEM will be scheduled based on the applicable NSPS/NESHAP requirement(s). Hard copy O&M reports will be provided to SFSWMA monthly GCCS and SEM monitoring reports will be provided quarterly.

Well Extensions (Cells 1-3)

This task will also be utilized to allow for the extension of the wells in Cells 1-3 in advance of additional filling in these cells, which is anticipated in 2026. This allotment will accommodate all materials and construction needed to complete this work, which can be performed by our field staff.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. We can then schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner (within one day). Either arrangement would allow us to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of addressing selected recommendations concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires, we will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable. No work will be performed until SFSWMA has authorized the work. We will obtain all necessary equipment, tools, and materials needed to complete the task. We recommend that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not being operational for a longer period, if the non-routine service involved a major operational component. We will make recommendations to SFSWMA on the severity of the problem and discuss timing factors to decide on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will most likely be done by one of our field technicians. SFSWMA will be provided with a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once authorization has been obtained from SFSWMA, the repair work will be scheduled. We will also schedule the repair work during a routine visit to the site, if possible, to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

We will provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that responses to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert

from SFSWMA staff and/or the GCCS auto dialer, we will respond and be on-site within one day. We will respond to these emergencies seven days a week.

During an emergency event, the Project Manager and/or other staff can assess problems and provide immediate assistance. If a problem is major, we will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, we will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Task 6 – Engineering Services (Gas System Design)

This task is included for the wellfield expansion into Cell 6B in 2026. This expansion will conform to the GCCS Design Plan and any other layouts prepared by the Agency in their previous planning. All of this work will be performed by a professional engineer registered in the State of New Mexico. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

We began this work in 2025 and will utilize a topographic flyover that SFSWMA will provide to us in early 2026 to complete the plans. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction survey, well depths will be adjusted accordingly by our design engineer. Necessary pre-construction surveys will be performed under Task 7.

We will prepare bid documents and specifications for this and subsequent construction projects. Bid items will be clearly identified. Consistent with prior bid documents, we have assumed that “front-end” bid documents and standards will be provided to us for inclusion into the overall construction documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to our standard specifications for “General Requirements,” (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (including pump and sump, if required).

During the preparation of technical specifications, we will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, we will also consider the required timeframes for any of these authorizations and emphasize

any of these items that may become a critical path item during construction.

We will also prepare a detailed estimate of the probable cost of construction. We will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/ demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

Schedule and Deliverables: The project schedule for this task was set to commence when the topographic map is provided to us (Spring of 2026) with a duration to allow for construction prior to the winter of 2026.

Regarding deliverables, electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.

Task 7 – Bid Support Services (Gas System Expansion)

This task will include bidding support to SFSWMA during the bidding-phase of any applicable GCCS expansion construction projects. Services to be provided shall include the following:

- Attendance by us at a pre-bid conference for the project;
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders;
- Addenda will be issued, if necessary, to all plan holders;
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents; and
- Review and compilation of bids, and submittal of award recommendation to SFSWMA

Deliverables: Meeting minutes from the pre-bid conference, any written responses to bidder questions, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.

Task 8 – Gas System Expansion CQA Services

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction event in 2026. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that we are responsible for during construction.

Pre-Construction LFG Extraction Wells Survey

The specific services to be provided for this subtask are as follows:

- We will provide a pre-construction survey of the proposed LFG extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.

- This pre-construction survey of the proposed LFG extraction wells will be reviewed and approved by the Certifying Engineer who will be a Professional Engineer registered in the State of New Mexico. The surface elevations obtained for the well locations will be used to develop the issued-for-construction well schedule for the project.

Deliverables: Electronic copy of issued-for-construction well schedule will be provided for SFSWMA and Contractor files. All deliverables will be provided electronically via PDF.

Field CQA Services for LFG Extraction Well and Piping Installation

This portion of the work will include the field CQA services required during the LFG extraction system expansion. We will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

The specific services to be provided during LFG extraction well installation are as follows:

- Our inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- Our inspector will document construction activities through field notes and/or photographs and significant events (including weather delays) daily. Significant changes in quantity and time will be recorded.
- Our inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report.

The specific services to be provided during LFG piping installation are as follows:

- Our inspector will be on-site daily during installation and testing of LFG collection and condensate management piping.
- Observation of the installation of lateral/ header piping and condensate management system components, including condensate sumps, piping, and valves.
- Documentation and observation for conformance with the construction plans and specifications:
- Review, observation, and documentation of pneumatic pipe pressure testing.
- Our inspector will provide record location and elevation surveys of installed components and verify proper slopes and depths of piping prior to burial, as necessary, consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and inspector will be capable of inverting slopes in the field to provide immediate verification of pipe slopes to the Contractor. The survey equipment will be available for use on-site at all times that construction activities are ongoing.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

SCS assumes that this work will require daily observation for a total of up to 45 working days (approximately 55 calendar days). As such, the above services will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/ day, Monday through Saturday over the construction duration. This task also includes fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Project Management during GCCS Expansion

This task also includes overall project management and oversight by a Professional Engineer registered in the State of New Mexico during the entire project, including extraction well, collection piping, and condensate management system installation. The specific services to be provided will be as follows:

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/ making adjustments as needed.
- Reviewing and processing Contractor's submittals.
- Coordinating interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among our project manager, the Contractor, and our on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintaining files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Documenting construction activities and significant events (including weather delays) daily. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.
- A Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, up to two (2) intermediate meetings/ inspections; and a final inspection/ walkthrough at substantial completion (total of up to four visits during the construction duration).

In addition to onsite inspections/ meetings, we typically assumed up to six (6) hours per week over the construction duration would be sufficient for these services. Additionally, we also typically include fees for travel expenses for site visits to be performed by the Certifying Engineer.

Construction Documentation Report

This portion of Task 8 includes preparation of a construction documentation report. This report will include record drawings and surveys, including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, valves, and other infrastructure installed during the project. The construction report will include a project overview, record survey, results of lab and field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in this task's scope. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Engineering On-Call Services

Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of

services could be the following:

- If full or partial re-modeling work is needed for the Title V Renewal;
- Light field construction work or engineering design generally associated with the gas system or emissions control, including leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity;
- Inspection support if required; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Schedule and Deliverables: On-call services will be performed on an as-needed basis. Although the items to be covered under this task are associated with on-call services are to be determined, as with all tasks, any deliverables will be provided in hard copy form as well as electronically.

EXHIBIT A - PROJECT SCHEDULE
2026 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL

Task	Date												
	2025	2026											
	D	J	F	M	A	M	J	J	A	S	O	N	
1 - Air-Replated Compliance Reporting													<= Prepare NM Emissions Inventory and GHG Reporting by March 31, 2026. Prepare NSPS/ NESHAPS/TV Reports by April 30 and October 30, 2026. Liquids reporting due September 28, 2026
2 - Title V Renewal													<= Complete renewal for submittal by December 2026
3 - Title V Post-Submittal Services													<= Included if minor post-submittal services are needed
4 - Stormwater Permitting Services													<= Assumes MSGP Issued in February 2026
5 - O&M Routine Services													<= Perform once a month (twice if needed)
5 - O&M Surface Emissions Monitoring													<= Perform quarterly
5 - O&M Cell 1-3 Well Extensions													<= Complete <u>prior</u> to filling in <u>area</u>
4 - O&M Non-Routine Services													<= Perform as-needed
6 - Engineering Services (Gas System Expansion)													<= Complete assuming Spring 2026 topo. Map completed
7 - Bid Support Services (Gas System Expansion)													<= Start bidding support for early Fall construction
8 - Gas System CQA													<= Complete construction before <u>end of Year1</u>
9 - Engineering On-Call Services													<= Perform additional services tasks as needed

Exhibit B. Rates and Not-to-Exceed Fees
2025/2026 Engineering, Compliance, and Operation & Maintenance Services
Santa Fe Solid Waste Management Agency

Task 1 - Air-Related Compliance Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	2	\$550.00
Sr. Project Advisor	\$275.00	hours	10	\$2,750.00
Sr. Project Professional III	\$190.00	hours	60	\$11,400.00
Staff Professional II	\$140.00	hours	20	\$2,800.00
Office Service Manager	\$135.00	hours	6	\$810.00
Administrative Assistant	\$90.00	hours	6	\$540.00
Expenses				
Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$50.00	lump sum	1	\$50.00
Subtotal Less Gross Receipts Tax				\$19,000.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 1				\$19,000.00

Task 2 - Title V Renewal				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	2	\$550.00
Sr. Project Advisor	\$275.00	hours	32	\$8,800.00
Sr. Project Professional III	\$190.00	hours	62	\$11,780.00
Staff Professional II	\$140.00	hours	40	\$5,600.00
Office Service Manager	\$135.00	hours	2	\$270.00
Administrative Assistant	\$90.00	hours	4	\$360.00
Expenses				
Postage	\$200.00	lump sum	1	\$200.00
Reproduction	\$140.00	lump sum	1	\$140.00
Subtotal Less Gross Receipts Tax				\$27,700.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 2				\$27,700.00

Task 3 - Title V Post-Submittal Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	0	\$0.00
Sr. Project Advisor	\$275.00	hours	4	\$1,100.00
Sr. Project Professional III	\$190.00	hours	4	\$760.00
Staff Professional II	\$140.00	hours	8	\$1,120.00
Office Service Manager	\$135.00	hours	2	\$270.00
Administrative Assistant	\$90.00	hours	2	\$180.00
Expenses				
Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$70.00	lump sum	1	\$70.00
Subtotal Less Gross Receipts Tax				\$3,600.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 3				\$3,600.00

Task 4 - Stormwater Permitting Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	2	\$550.00
Sr. Project Advisor	\$275.00	hours	6	\$1,650.00
Sr. Project Professional III	\$190.00	hours	24	\$4,560.00
Staff Professional II	\$140.00	hours	26	\$3,640.00
Office Service Manager	\$135.00	hours	2	\$270.00
Administrative Assistant	\$90.00	hours	2	\$180.00
Expenses				
Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$50.00	lump sum	1	\$50.00
Subtotal Less Gross Receipts Tax				\$11,000.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 4				\$11,000.00

Task 5 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (initial tuning)	\$2,615.00	lump sum	1	12	\$31,380.00
Wellfield Reading (15-day recheck if required)	\$1,700.00	lump sum	1	12	\$20,400.00
Quarterly Maintenance (blower flare station)	\$690.00	lump sum	1	4	\$2,760.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,840.00	lump sum	1	4	\$7,360.00
Reporting (O&M, SEM, SSMs)	\$1,635.00	lump sum	1	12	\$19,620.00
Cell 1-3 Well Extensions	\$30,000.00	lump sum	1	1	\$30,000.00
Subtotal Less Gross Receipts Tax					\$111,520.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)					\$5,440.00
Subtotal Task 5 - Routine Services					\$116,960.00
Task 5 - Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$65,000.00	lump sum	1	1	\$65,000.00
Subtotal Less Gross Receipts Tax					\$65,000.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)					\$3,170.00
Subtotal Task 5 - Non-Routine Services					\$68,170.00

NOTES:

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

Task 6 - Engineering Services (Gas System Design)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	6	\$1,650.00
Project Manager 1	\$190.00	hours	16	\$3,040.00
Staff Professional 1	\$135.00	hours	36	\$4,860.00
Office Services Manager	\$135.00	hours	2	\$270.00
Administrative Assistant	\$90.00	hours	4	\$360.00
Expenses				
Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00
Subtotal Less Gross Receipts Tax				\$11,080.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 6				\$11,080.00

Task 7 - Bid Support Services (Gas System Expansion)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	4	\$1,100.00
Project Manager 1	\$190.00	hours	24	\$4,560.00
Staff Professional 1	\$135.00	hours	12	\$1,620.00
CAD Designer	\$145.00	hours	4	\$580.00
Office Service Manager	\$135.00	hours	3	\$405.00
Administrative Assistant	\$90.00	hours	4	\$360.00
Expenses				
Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$245.00	lump sum	1	\$245.00
Travel Expenses (Hotel, Vehicle, Airfare, etc.)	\$1,500.00	lump sum	1	\$1,500.00
Subtotal Less Gross Receipts Tax				\$10,470.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$110.00
Subtotal Task 7				\$10,580.00

Task 8 - Gas System Expansion CQA Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	28	\$7,700.00
Project Manager 1	\$190.00	hours	56	\$10,640.00
Staff Professional 1	\$135.00	hours	64	\$8,640.00
Office Service Manager	\$135.00	hours	8	\$1,080.00
CQA Technician	\$95.00	hours	450	\$42,750.00
Administrative Assistant	\$90.00	hours	2	\$180.00
Expenses				
Well Aggregate Conformance Testing	\$400.00	lump sum	1	\$400.00
Reproduction	\$300.00	lump sum	1	\$300.00
CQA Field Vehicle	\$100.00	per day	55	\$5,500.00
CQA Expenses (lodging and per Diem)	\$290.00	per day	55	\$15,950.00
On-Site Survey Equipment (during construction)	\$7,000.00	lump sum	1	\$7,000.00
Pre-Construction Surveying Services	\$4,500.00	T&M	1	\$4,500.00
Engineer Site Visit Travel Expenses	\$1,050.00	per visit	4	\$4,200.00
Subtotal Less Gross Receipts Tax				\$108,840.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$2,630.00
Subtotal Task 8				\$111,470.00

Task 9 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$275.00	hours	6	\$1,650.00
Sr. Project Advisor	\$275.00	hours	12	\$3,300.00
Sr. Project Professional III	\$190.00	hours	24	\$4,560.00
Staff Professional II	\$140.00	hours	20	\$2,800.00
Office Service Manager	\$135.00	hours	4	\$540.00
Administrative Assistant	\$90.00	hours	4	\$360.00
Expenses				
Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$90.00	lump sum	1	\$90.00
Subtotal Less Gross Receipts Tax				\$13,400.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 9				\$13,400.00

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Compliance Reporting	\$19,000
Task 2 - Title V Renewal	\$27,700
Task 3 - Title V Post-Submittal Services	\$3,600
Task 4 - Stormwater Permitting Services	\$11,000
Task 5 - O&M Services (Routine and Non-Routine)	\$185,130
Task 6 - Engineering Services (Gas System Design)	\$11,080
Task 7 - Bid Support Services (Gas System Expansion)	\$10,580
Task 8 - Gas System Expansion CQA Services	\$111,470
Task 9 - Engineering On-Call Services	\$13,400
GRAND TOTAL:	\$392,960

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE (Effective April 1, 2025 through March 31, 2026)

Labor Category	Rate/Hour (\$)
Business Unit Director	285
Satellite Office Manager	275
Senior Project Advisor.....	275
Project Advisor.....	260
Project Director II	240
Project Director I	230
Project Manager IV.....	225
Project Manager III.....	215
Project Manager II.....	205
Project Manager I.....	190
CQA Manager.....	200
Senior Project Professional III	190
Senior Project Professional II	185
Senior Project Professional I	180
Project Professional III	175
Project Professional II	165
Project Professional I	155
Staff Professional III.....	145
Staff Professional II.....	140
Staff Professional I.....	135
Associate Staff Professional II.....	125
Associate Staff Professional I.....	120
CAD Designer.....	145
CAD Draftsperson.....	110
Office Service Manager	135
Administrative Assistant	90
Technical Associate	105
Sr. Technician.....	115
Technician/CQA Technician	95

1. The hourly rates are effective through March 31, 2026. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2026. Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, long distance telephone, computers, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.85 per mile for autos and \$0.95 per mile for company trucks. Daily rates apply on long-term projects.
3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.

**OM&M
FEE SCHEDULE**
(Effective May 1, 2025 through April 30, 2026)

Technical Field Personnel	Rate (\$)/Hour
Laborer	96
Field Technician I	112
Fusion Technician	117
Equipment Operator	119
Field Technician II	122
Controls Technician	125
Plant Operator/LTP	128
GIS Technician (RMC)	129
Associate Developer	132
Senior Field Technician	134
Mechanic	138
OM&M Project Foreman	144
Support Manager	147
OM&M Superintendent	154
Fleet Administrator	160
Drone Pilot (RMC)	170
Controls Specialist (RMC)	193
Senior OM&M Superintendent	202
Systems Integrator (RMC)	245
 Management/Support Personnel	 Rate (\$)/Hour
Secretarial	96
Project Administrator	106
H&S Data Analyst/Support	108
Associate Professional	112
Field Data Analyst	114
RMC Support Technician	115
Designer/Drafter	128
Senior Project Administrator	133
Administrative Coordinator	133
Senior Field Data Analyst	138
Field Project Coordinator	159
Project Professional	165
Project Estimator (RMC)	166
Project Coordinator/Accountant	175
Regional H&S Specialist	175
<u>eTools</u> Support Manager	185
Senior H&S Specialist	212

H&S Manager.....	255
Field Project Manager	255
Regional Quality Advisor.....	265
Project Manager.....	265
GIS Developer (RMC)	270
Senior Project Professional.....	276
Senior Project Manager	292
Quality Manager.....	318
Regional Manager/Project Director.....	329
Director of Technology (RMC).....	341
RMC Business Manager (RMC)	344
Senior Project Advisor	350
National RMC/eTools Technology Director	373

General Terms

1. Labor rates are in effect until April 30, 2026. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative markup. Automobile mileage cost is \$0.67 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$25.00/hour. (No administrative mark-up will be applied to charges for company-owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services that require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long-term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 50 percent. For work performed

on company-recognized holidays or beyond 12 hours in a day, the above rates will be marked up 100 percent.

8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expenses shall be invoiced to the client at cost plus 15 percent.
10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs, and a \$65 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client-requested work, a \$65 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$175 per night. SCS Field Services will make every effort to find the most cost-efficient hotels. In some high-expense locations, hotel rates may be above \$175 per night. Hotel and per diem expenses will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

OM & M
FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective May 1, 2025 through April 30, 2026)

Rate (\$)

GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):

- Daily Rate 248/day
- Weekly Rate..... 1,234/week
- Monthly Rate 3,705/month

Gazoscan Kit

- Daily Rate 253/day
- Weekly Rate..... 1,247/week
- Monthly Rate 3,742/month

GEM 5000 w/H₂S/CO

- Daily Rate 270/day
- Weekly Rate..... 1,335/week
- Monthly Rate 4,004/month

SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:

- Daily Rate 270/day
- Weekly Rate..... 1,335/week
- Monthly Rate 4,004/month

Optical Gas Imaging (OGI) Camera	855/day
FLIR Si2 Acoustic Leak Detector.....	250/day
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	66/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	66/day
4 Gas Meter	66/day
Magnehelic Pressure Meter	15/day
Digital Readout Thermocouple	33/day
Dewatering Pump (Trash Pump).....	61/day
Dräger Detector Tubes/Pump.....	28/each

MiniRae 2000/3000 PID:

- Daily Rate 201/day
- Weekly Rate..... 1,003/week
- Monthly Rate 3,012/month

	Rate (\$)
RKI Eagle II:	
• Daily Rate	201/day
• Weekly Rate	1,003/week
• Monthly Rate	3,012/month
Air Sampling Station:	
• Daily Rate	66/day
• Weekly Rate	328/week
• Monthly Rate	1,012/month
Weather Station:	
• Daily Rate	66/day
• Weekly Rate	328/week
• Monthly Rate	1,012/month
Pipe Laser:	
• Daily Rate	66/day
• Weekly Rate	328/week
• Monthly Rate	1,012/month
PAS 3000 Personal Air Sampling Pump	35/day
Tedlar Bag (1-Liter).....	30/each
Sample Flow Controller/Tier II Gauge	57/day
Non-Contaminating Air Sampling Pump.....	36/day
Interface Probe	66/day
Handheld GPS:	
• Daily Rate	35/day
• Weekly Rate	169/week
• Monthly Rate	506/month
Submersible Pump:	
• Daily Rate	66/day
• Weekly Rate	328/week
• Monthly Rate	1,012/month
Water Level Indicator:	
• Daily Rate	28/day
• Weekly Rate	132/week
• Monthly Rate	411/month

	Rate (\$)
Water Level Meter w/Temperature:	
• Daily Rate	61/day
• Weekly Rate.....	299/week
• Monthly Rate	900/month
100-Foot Temperature Probe:	
• Daily Rate	22/day
• Weekly Rate.....	108/week
• Monthly Rate	319/month
Teflon Well Bailer.....	35/each
Vacuum Box/Carbon Canister and Blower.....	201/day
Tool Truck.....	30/hour
No. 14 P.E. Fusion Machine (1"-4")	
• Daily Rate	145/day
• Weekly Rate.....	725/week
• Monthly Rate	2,208/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	200/day
• Weekly Rate.....	1,000/week
• Monthly Rate	2,713/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	255/day
• Weekly Rate.....	1,275/week
• Monthly Rate	3,611/month
No. 412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	500/day
• Weekly Rate.....	2,200/week
• Monthly Rate	6,600/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	740/day
• Weekly Rate.....	3,400/week
• Monthly Rate	9,400/month

	Rate (\$)
<u>Trackstar 500 Fusion Machine</u>	
• Daily Rate	842/day
• Weekly Rate	4,210/week
• Monthly Rate	9,200/month
Sidewinder Fusion Machine	
• Daily Rate	250/day
• Weekly Rate	1,250/week
• Monthly Rate	3,500/month
Electrofusion Processor Machine:	
• Daily Rate	245/day
• Weekly Rate	1,225/week
• Monthly Rate	3,430/month
Leister Extrusion Welding Gun.....	211/day
Leister Extrusion Welding Gun (large).....	590/day
Air Compressor	81/day
Arc Welder.....	99/day
Generator (3,500-Watt)	81/day
Generator (5,000-Watt)	99/day
Generator (6,000-Watt)	107/day
Generator (8,000-Watt)	112/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate	53/day
• Weekly Rate	268/week
• Monthly Rate	805/month
Isolation Pinch-off Tool (2"-6"):	
• Daily Rate	190/day
• Weekly Rate	760/week
• Monthly Rate	2,280/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate	200/day
• Weekly Rate	800/week
• Monthly Rate	2,400/month
Isolation Pinch-off Tool (6"-8"):	
• Daily Rate	500/day
• Weekly Rate	2,000/week
• Monthly Rate	6,000/month

Rate (\$)

Isolation Pinch-off Tool (8"-12"):

- Daily Rate 1,500/day
- Weekly Rate..... 6,000/week
- Monthly Rate 18,000/month

4-Wheeler with 44" Mow Deck:

- Daily Rate 134/day
- Weekly Rate.....669/week
- Monthly Rate 2,002/month

Riding Mower:

- Daily Rate 235/day
- Weekly Rate..... 1,173/week
- Monthly Rate 3,518/month

Chain Saw:

- Daily Rate 17/day
- Weekly Rate..... 77/week
- Monthly Rate 224/month

Horiba Water Quality Meter:

- Daily Rate 66/day
- Weekly Rate..... 328/week
- Monthly Rate 1,012/month

Hydrogen Sulfide Meter:

- Daily Rate 254/day
- Weekly Rate..... 1,269/week
- Monthly Rate 3,817/month

Infrared Thermometer:

- Daily Rate 17/day
- Weekly Rate..... 77/week
- Monthly Rate 224/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 134/day
- Weekly Rate..... 669/week
- Monthly Rate 2,002/month

Rate (\$)

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 99/day
- Weekly Rate 499/week
- Monthly Rate 1,497/month

Earth/Resistance Tester:

- Daily Rate 134/day
- Weekly Rate 669/week
- Monthly Rate 2,002/month

Pitot Tube and Gauges:

- Daily Rate 17/day
- Weekly Rate 53/week
- Monthly Rate 224/month

Pressure Washer:

- Daily Rate 66/day
- Weekly Rate 328/week
- Monthly Rate 1,010/month

Turbidity Meter/Conductivity Meter:

- Daily Rate 35/day
- Weekly Rate 169/week
- Monthly Rate 506/month

Vacuum Air Pump:

- Daily Rate 134/day
- Weekly Rate 669/week
- Monthly Rate 2,002/month

Downhole Video Camera System 270/day

Weed Trimmer:

- Daily Rate 35/day
- Weekly Rate 169/week
- Monthly Rate 506/month

	Rate (\$)
Safety Equipment:	
• Tyvek Suit (each)	20/each
• Polyethylene suit (each)	25/each
• PVC Gloves (per pair)	20/each
• Rubber booties (per pair)	20/each
• Organic Vapor Cartridges (per pair)	25/each
• Organic Vapor/Acid Cartridges (per pair)	32/each
• Cartridges pre-filters (per pair)	20/each
• Half face respirator (each)	28/day
• Full face respirator (each)	35/day
• Ventilator/manhole blowers	35/day
• Parachute harness	17/day
• Tripod:	
- Daily Rate	99/day
- Weekly Rate	490/week
- Monthly Rate	1,496/month
• SCBA	270/day
• Supplied Air Trailer	500/day
- Weekly Rate	2000/week
- Monthly Rate	8000/month

General Terms

1. Rates are in effect until April 30, 2025. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.
6. Availability of equipment owned by SCS Field Services may vary.

ATTACHMENT 3

RFP#: FY26-RFP-027

**Air Quality Permitting and Compliance Reporting Services
and
Engineering, Operation and Maintenance Services
for the Landfill Gas Collection System
(Without Appendices)**



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

REQUEST FOR PROPOSAL (RFP)

**Air Quality Permitting and Compliance Reporting Services and Engineering,
Operation and Maintenance Services for the Landfill Gas Collection System**

RFP#: FY26-RFP-027

RFP Due Date and Time: Tuesday, October 28, 2025 by 3:00 pm

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1. INTRODUCTION
2. CONDITIONS GOVERNING THE PROCUREMENT
3. RESPONSE FORMAT
4. SCOPE OF WORK
5. EVALUATION
6. EVALUATION FACTORS
7. VENDOR QUESTIONNAIRE
8. ATTACHMENTS

1. INTRODUCTION

1.1. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Air Quality Permitting and Compliance Reporting Services and Engineering and Operation and Maintenance Services for the Landfill Gas Collection System

1.2. BACKGROUND INFORMATION

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from experienced engineering firms to provide engineering and operation and maintenance services for landfill gas collection system at the Caja del Rio Landfill (Landfill) and air quality permitting and compliance services for both the Landfill and Buckman Road Recycling and Transfer Station (BuRRT).

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

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

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

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

The Landfill is a Title V facility under permit number P185L-R4, issued under 20.2.70 NMAC on April 14, 2023. The permit is valid for 5 years. The renewal application will be due April 14, 2027.

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

1.3. SCOPE OF PROCUREMENT

The Agency is seeking proposals from qualified firms and service providers to provide comprehensive, turnkey services for the management of landfill gas (LFG) generated at the Caja del Rio Landfill (the "Landfill") located at 149 Wildlife Way, Santa Fe, NM 87506. The scope of procurement includes all aspects of engineering, permitting, reporting, and operation and maintenance (O&M) for the LFG collection and control system (GCCS).

The objective of this RFP is to:

- Ensure full compliance with all applicable local, state, and federal regulations regarding LFG collection and emissions, including but not limited to the New Source Performance Standards (40 CFR Part 60).
- Optimize the efficiency and safety of the existing GCCS and manage any necessary expansions.
- Effectively manage LFG and potentially explore opportunities for beneficial use or revenue generation.
- Secure comprehensive and reliable long-term services for the Landfill.

Offerors must provide a full-service, integrated solution that includes, but is not limited to, all the services outlined in the scope of work. The scope of work may be adjusted based on the specific needs of the Landfill during the contract term.

The resulting contract will be a Single Award - This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

1.4. PROCUREMENT MANAGER

SWMA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name	Danita Boettner, Procurement Manager/Landfill Manager
Telephone Number	(505) 424-1850 Ext: 110
Email	dsboettner@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/203138>.

1.5. DEFINITION OF TERMINOLOGY

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

- A. **"Addendum"** means a written or electronic document issued to modify, clarify, or supplement the information in the original RFP prior to the proposal due date. This may also be called Amendment or RFP Amendment.
- B. **"Amended Proposal"** means a revised and complete version of a proposal submitted by an Offeror prior to the proposal due date, clearly labeled as superseding the original submission.
- C. **"Agency"** means the Santa Fe Solid Waste Management Agency.
- D. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this contract.
- E. **"Award"** means the point at which the contract document has been fully executed. See also "Contract" and "Final Award."
- F. **"Best and Final Offer"** or **"BAFO"** means a final revised proposal submitted by an Offeror, upon request by the City, to provide updated pricing or other proposal elements.
- G. **"Blind Evaluation"** means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- H. **"BuRRT"** means the Buckman Road Recycling and Transfer Station.
- I. **"Business Hours"** means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.
- J. **"Central Purchasing Division"** or **"CPD"** means the City office responsible for overseeing and managing the procurement of tangible personal property, services, and construction, including ensuring compliance with applicable procurement laws, policies, and procedures.
- K. **"Chief Procurement Officer"** or **"CPO"** means that person within the CPD who is responsible for the control of procurement of items of tangible personal property, services, or construction.
- L. **"City"** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.
- M. **"Close of Business"** means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- N. **"Confidential"** means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- O. **"Contract/Agreement"** means any agreement or Price Agreement for the procurement of items of tangible personal property, services, or construction.

- P. **“Contractor”** means any business having a contract with the Agency.
- Q. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- R. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or discretionary item or factor.
- S. **“Electronic Submission”** means a successful submittal of Offeror’s proposal consisting of text, images or both readable on computers or other electronic devices.
- T. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
- U. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
- V. **“Final Award”** means the point at which the contract(s) resulting from this RFP have been fully executed through the final required signature, thereby making the contract(s) legally binding. See also “Contract.”
- W. **“Finalist”** means an Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- X. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- Y. **“Joint Powers Board (JPB)”** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station (BuRRT).
- Z. **“Key Personnel Lead”** means the primary individual identified by the Offeror to lead project execution, participate in the interview, and act as the main point of contact throughout the contract term.
- AA. **“Landfill”** means the Caja del Rio Landfill.
- BB. **“Living Wage”** means the minimum hourly wage necessary for a person to achieve a higher standard of living.
- CC. **“Mandatory”** the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
- DD. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- EE. **“Multi-Term Contract”** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).

- FF. **“Offeror”** means any person, corporation, or partnership who chooses to submit a proposal.
- GG. **“OpenGov”** means the City of Santa Fe’s, and therefore the Agency’s, official electronic procurement platform used to post solicitations, receive vendor proposals, facilitate communication with Offerors, and manage procurement activities in a transparent, streamlined, and auditable manner.
- HH. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- II. **“Procurement Manager” or “PM”** means any person authorized by both the CPD and Agency to facilitate the procurement process and/or administer the resulting contract(s). The Procurement Manager is responsible for managing all aspects of the procurement, including planning and coordinating all related events; ensuring that all required information is provided to potential offerors, the Evaluation Committee, and CPD; and preparing and processing the Evaluation Committee Report. The Procurement Manager ensures compliance with all applicable requirements and serves as the primary point of contact throughout the procurement lifecycle. The Procurement Manager is the sole point of contact for all communication related to the procurement. Potential offerors, Agency staff, and CPD must direct all questions or information through the PM. Agency staff must rely on the PM to serve as the liaison between the Agency and CPD to maintain consistency, transparency, and compliance. When questions, challenges, or issues arise during the procurement process, the Procurement Manager should consult with CPD for guidance. CPD is available to support and facilitate the RFP process and to assist the Procurement Manager in ensuring a smooth, fair, and compliant procurement.
- JJ. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
- KK. **“Protest”** means a formal, written objection to a solicitation or contract award, submitted in accordance with NMSA 1978, Section 13-1-172 and the City of Santa Fe’s Procurement Manual, to the Protest Manager identified in this RFP.
- LL. **“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- MM. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who, when required, provides information and documentation demonstrating that their financial resources, production or service facilities, personnel, reputation, and experience are sufficient to ensure satisfactory delivery of the services or tangible personal property described in the proposal.
- NN. **“Responsive Offer”** means an Offeror whose proposal conforms in all material respects to the requirements set forth in the RFP. Material aspects of the RFP include, but are not limited to, price, quality, quantity, delivery requirements, and compliance with all mandatory specifications, terms, and conditions necessary for fair and complete evaluation.

OO. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the City’s designated procurement platform—such as OpenGov—prior to the submission deadline stated in this RFP.

PP. **“Staff”** refers to any individual employed by an Offeror, whether on a full-time, part-time, or independent contractor basis.

QQ. **“State (the State)”** means the State of New Mexico.

RR. **“Subcontractor”** means any person or business entity, other than an employee of the Contractor, that performs part of the work or provides goods or services under the contract resulting from this RFP.

SS. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

1.6. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by viewing the attachment section of the solicitation. The library contains information listed below:

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

<https://procurement.opengov.com/portal/santafenm/projects/203138>

2. 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.

2.1. SEQUENCE OF EVENTS

The CPD and the Procurement Manager will make every effort to adhere to the following schedule:

Issue RFP:	October 10, 2025
Pre-Proposal Meeting (Non-Mandatory):	October 17, 2025, 10:00am https://teams.microsoft.com/meet/2391249200327?p=kQ8kPbgNSUfv49shrE
Site Visit:	October 20, 2025, 10:00am 149 Wildlife Way, Santa Fe NM 87506
Deadline for Written Questions:	October 23, 2025, 5:00pm
Response to Written Questions:	October 24, 2025, 5:00pm
Proposals Due Date:	October 28, 2025, 3:00pm

Blind Evaluation*:	October 30, 2025
Interviews*:	November 5, 2025
Identification of Potential Best-Valued Offeror(s)*:	November 5, 2025
Best and Final Offers*:	November 11, 2025
Joint Powers Board Approval*:	November 20, 2025
Contract Award*:	November 20, 2025

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

2.2. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events.

The Agency reserves the right to:

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

The Agency will process an addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. The addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

A. Issue RFP

This RFP is being issued by the City on behalf of the Agency on the date indicated in Sequence of Events.

B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Sequence of Events, beginning at 10:00 am MST/MDT via <https://teams.microsoft.com/meet/2391249200327?p=kQ8kPbgNSUfv49shrE> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager via the OpenGov Procurement Portal.** The identity of the organization submitting the questions 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 Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

- C. **Site Visit** A non-mandatory Site Visit will be held as indicated in the Sequence of Events, at 149 Wildlife Way. 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.

A. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section "Sequence of Events". All written questions must be submitted via the OpenGov Procurement Portal. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

B. Responses to Written Questions

Responses to the written questions will be provided on OpenGov, on or before the date indicated in "Sequence of Events".

C. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL PROPOSALS MUST BE SUBMITTED FOR REVIEW AND EVALUATION BY THE AGENCY AND EVALUATION COMMITTEE VIA UPLOAD.

Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means approved by the Joint Powers Board.

D. Blind Evaluation

The Agency will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the Agency's needs, as detailed in the Agency Sample columns of the Scope/Level of Expertise Plan (SC/LE).

To ensure impartiality, the CPD and/or Procurement Manager will anonymize proposals by assigning each proposal a letter before forwarding them to the EC. Each Evaluation Factor will be scored on a scale of 1, 5, or 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

E. Interviews

Offerors may be interviewed to evaluate expertise. A notification will be sent to Offerors with meeting details once the EC has conducted their initial review. The EC will interview the Key Personnel Lead. A second individual may be on standby to clarify Pricing Proposal if requested.

F. Identification of Potential Best-Valued Offeror(s)

All 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 CPD and/or the Procurement Manager in conjunction with the EC may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offeror(s) with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in this RFP 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.

G. Best and Final Offers

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

H. Finalize Contracts

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

I. 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.

J. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance 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's 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. The protest must include a detailed statement of the grounds for the

protest, along with any relevant supporting documentation. It should also clearly state the specific ruling being requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda, CPO

City of Santa Fe

tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

2.3. General Requirements

A. Acceptance of Conditions Governing the Procurement

By submitting a proposal in response to this RFP, Offerors acknowledge and agree to all Conditions Governing the Procurement, as outlined herein.

B. Incurring Cost

All costs incurred by an Offeror in the preparation, submission, transmittal, or presentation of a proposal—including any related materials—are the sole responsibility of the Offeror. Additionally, any costs associated with the setup, demonstration, or evaluation of proposed equipment, products, or systems shall be borne entirely by the Offeror.

C. Prime Contractor Responsibility

By receiving a contract resulting from this RFP, each awarded Contractor is solely responsible for fulfilling all contractual requirements with the Agency. The Agency will only work with and make payments to the Contractor(s) named in the executed agreement(s) and will not be responsible for any payments to subcontractors, third parties, or for any ancillary costs such as taxes, permits, or fees.

D. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Agency before any subcontractor is used during the term of the resultant contract.

E. Amended Proposals

Offerors may submit amended proposals at any time prior to the Proposal Due Date. Each amended submission must serve as a complete replacement of the original proposal. Amendments may be submitted in response to changes issued by the Agency or to reflect revisions made independently by the Offeror. To ensure clarity during evaluation, all amended proposals must be clearly labeled as such and must explicitly state that they supersede any previously submitted versions. The Agency will evaluate only the most recent, complete version submitted prior to the deadline. The Agency or the CPD personnel will not merge, collate, or otherwise combine materials from multiple submissions.

F. Proposal Withdrawal

Offerors may withdraw their proposals at any time prior to the Proposal Due Date. A written request to withdraw must be submitted via email, addressed to the CPD and the Procurement Manager, and signed by a duly authorized representative of the Offeror. Withdrawal requests received after the Proposal Due Date will be subject to applicable procurement regulations and are not guaranteed to be accepted.

G. Proposal Offer Firm

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

H. 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:

1. Proprietary and Confidential information is restricted to:
 - a. confidential financial information concerning the Offeror's organization; and
 - b. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 through 57-3A-7.
2. If a request is received for disclosure of proprietary or confidential materials, the Agency and the CPO 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.

I. 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.

J. Termination

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

K. Sufficient Appropriation

Any contract awarded because 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.

L. 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 CPD and the Procurement Manager.

M. Governing Law

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

N. Basis for Proposal

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

O. 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. 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 Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the 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 strongly enough to propose alternate terms and conditions despite 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.

P. Offeror's Terms and Conditions

Offerors must include with their proposal a complete list of any additional/modified terms and conditions they wish to have considered for inclusion in the final contract. Offerors must clearly identify the specific section(s) of the Agency's Draft Contract they propose to modify and provide the exact language they wish to substitute or add. Failure to submit proposed terms at the time of proposal submission may result in the Agency deeming those terms waived during contract negotiations.

Q. 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.

R. 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.

S. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the CPO, reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, if 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 and CPO.

T. Change in Contractor Representatives

The Agency reserves the right to require a change in the contractor's assigned representative if, in the Agency's judgment, the individual is not adequately meeting the Agency's needs. If multiple representatives are assigned, the Agency may require changes to any or all of them as deemed necessary.

U. Notice of Penalties

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.

V. 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.

W. 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.

X. Ownership of Proposals

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

Y. 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.

Z. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must be registered and have a valid email address to receive correspondences.

AA. 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 CPD and the Agency, the Offeror acknowledges that the version maintained by the CPD and the Agency shall govern. Please refer to: <https://procurement.opengov.com/portal/santafenm/projects/203138>

BB. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, 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 or County Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

CC. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter 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:
 - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. 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;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
 - iii. 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;
 - c. 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;
 - d. 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.

- i. 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.
 - ii. 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.
 - iii. 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.)
2. 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.
 3. Following award, the Contractor shall promptly provide written notice to the individuals listed in the contract's Notice section if, at any time during the term of the contract, the Contractor becomes aware that any part of its prior disclosure was inaccurate or has become inaccurate due to changed circumstances.
 4. Disclosure of any relevant circumstances under this requirement will not automatically result in termination of the contract. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the contract. Failure to provide a required disclosure, or to submit additional information upon request, may result in a determination that the Offeror is nonresponsive
 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.
 6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the CPO may terminate the involved contract for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO

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

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.

EE. 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 contract.

3. RESPONSE FORMAT

3.1. ELECTRONIC SUBMISSION ONLY

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through OpenGov. Only one electronic copy of each part of the proposal should be submitted, as outlined below.

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each upload should be clearly labeled on the front page as “**Public Proposal**” or “**Confidential Proposal**.” If an Offeror proposes additions or modifications to the Agency's draft contract, a third document titled “**Contract Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

ELECTRONIC proposal submissions must be fully uploaded via **OpenGov** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format**, unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete** and **on-time** submission.

As soon as you see this notice, **verify that you can log in** to your OpenGov account and access the RFP. Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **contact OpenGov at support@opengov.com**.

Allow plenty of time to upload your proposal via **OpenGov**. If you experience issues, **email OpenGov at support@opengov.com, at least two hours before the deadline**. Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined**, or otherwise **prevented from reaching the OpenGov system** by security or anti-virus software, it will still be considered **late** and **will not be accepted**.

If you are working on your submission close to the deadline and the clock strikes **3:00 pm**, the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

Any proposal that does not adhere to the requirements of **the Response Format and Organization section** may be deemed non-responsive and rejected on that basis.

3.2. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms/information completed accurately, in the format provided and according to any instructions contained within the form or information request. Failure to follow instructions may result in disqualification.

Form/Information	Value
Campaign Contribution Disclosure Form	Mandatory
Conflict of Interest	Desirable
Non-Collusion Affidavit	Desirable
List of Key Personnel	Desirable
Scope/Level of Expertise Plan (SC/LE)	Rated
Value Added Plan (VA)	Rated
Reference List	Desirable
Draft Contract	Desirable

4. SCOPE OF WORK

4.1. Scope of Work for Air Quality Permitting and Compliance Reporting Services and Engineering and Operation and Maintenance Services for the Landfill Gas Collection System

Summary

The Agency is seeking proposals from qualified firms to provide comprehensive Air Quality Permitting and Compliance Reporting Services as well as Engineering, Operation, and Maintenance Services for the Landfill Gas Collection System (LGCS) located at the Caja del Rio Landfill. This project aims to ensure regulatory compliance with state and federal air quality standards, and optimize the operational efficiency of the landfill gas collection system.

Scope of Work

The successful contractor will be responsible for delivering the following services, including but not limited to:

1. Air Quality Permitting Services

- A. Conduct an analysis of existing air quality permits to ensure compliance with State (New Mexico Environment Department) and Federal (Environmental Protection Agency) regulations.
- B. Prepare and submit all necessary applications for new and renewal air quality permits, ensuring adherence to the following regulations and standards:
 - o **40 CFR Part 60:** Standards of Performance for New Stationary Sources
 - o **40 CFR Part 63:** National Emission Standards for Hazardous Air Pollutants
 - o **New Mexico Administrative Code (NMAC) Title 20 Chapter 2:** Air Quality Regulations
 - o **40 CFR Part 98:** Greenhouse Gas Emissions
 - o **40 CFR Part 75:** Continuous Emission Monitoring (CEM)
- C. Monitor regulations and standards in terms of air quality permitting needs and address any future permitting needs.

2. Compliance Reporting Services

- A. Provide compliance reporting services including, but not limited to, routine reporting, emissions data, and non-compliance notifications.
- B. Prepare and submit semi-annual and annual compliance reports to appropriate regulatory agencies documenting compliance efforts and performance metrics.
- C. Assist in the implementation of corrective actions for any identified compliance issues, if any, including the development of a remediation plan to rectify violations.
- D. Monitor regulations and standards in terms of compliance needs and adjust compliance reporting services accordingly.

3. Engineering Services

- A. Conduct a comprehensive engineering assessment of the existing landfill gas collection system, with a focus on identifying areas for improved efficiency and efficacy.
- B. Design modifications or enhancements to the existing landfill gas collection system to optimize gas recovery and minimize emissions.
- C. Prepare estimated costs and timelines for necessary upgrades to the LGCS.
- D. Expansion of the existing landfill gas collection system is anticipated in 2026.

4. Operation and Maintenance Services

- A. Provide routine operation and maintenance services for the landfill gas collection system, including but not limited to:
 - o Field data gathering and analysis
 - o Routine system inspections and maintenance
 - o Repair of any damaged infrastructure as part of regular maintenance
 - o Non-Routine operational issue assessments and replacement of components such as wells, pipes, blowers, compressors, as needed
- B. Implement a preventative maintenance schedule to ensure continuous and compliant operation of the LGCS.
- C. Provide training for Agency personnel, as needed, on the operation and maintenance of the landfill gas collection system.

Service Requirements

The contractor will be required to deliver the following services throughout the agreement:

- A. Regularly scheduled updates with Agency staff to discuss ongoing compliance, performance metrics, and operational efficiencies.
- B. Accessibility to technical support and consultation for air quality compliance and LGCS enhancements on a non-routine or as-needed basis.
- C. Ensure that all services comply with applicable federal, state, and local laws and regulations.

Delivery Requirements

The successful contractor will be required to adhere to the following delivery requirements:

- A. All services and reports must be delivered within the project timelines as established by regulation and/or by contract.
- B. Major reports (compliance reports, engineering assessments, and improvement plans) must be reviewed by Agency staff prior to submission to any regulatory agency.
- C. Final reports must incorporate any feedback from Agency staff and be delivered electronically and in hard copy format.

Conclusion

The Agency is committed to fostering environmental compliance and sustainability through the effective management of its landfill gas collection system. The selected contractor will play a critical role in ensuring compliance with air quality regulations while improving system operations. Proposals should outline how your firm meets these specifications, along with your operational experience and any relevant past performance to effectively deliver the required services.

5. EVALUATION

5.1. SCORING

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors' demonstrated understanding of the RFP's objectives. Attendance at the Pre-Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	60
2	Value Added Plan (VA)	10
3	Interview	30
4	Preferences	5% - 15% of the total available points*

*See local preference requirements below

5.2. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

A. **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA).

1. Purpose of PC Submittal

- Assist Agency in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
- Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

2. PC Submittal Format Requirements

- PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
- A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
- Failure to comply with any of the PC format requirements may result in disqualification.

- d. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
- e. References used in the PC submittal must be listed in the Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

3. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise (SC/LE) Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the Agency's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. In addition to completing the Performance Metrics table on the SC/LE Plan, offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement.
4. Overview of the Value-Added Plan- The purpose of the Value-Added (VA) Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas.
5. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List.

B. Interviews - The offerors may be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify the proposal, if requested.

C. Local Preferences

Purpose:

The Agency recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the Agency's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:

Preferences are applied in the evaluation of proposals received in response to the Agency's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the Agency. They are not applicable to purchases using state, federal, or grant funds.

Application:

1. Preference Qualification

- To qualify for New Mexico/Native American Resident Business Preference, an Offeror must attach a New Mexico/Native American Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal.
- To qualify for New Mexico/Native American Resident Veteran Business Preference, an Offeror must attach a New Mexico/Native American Resident Veteran Business certification issued by the New Mexico Taxation and Revenue Department to their proposal.
- To qualify for Local Preference, an Offeror must attach a current City of Santa Fe or Santa Fe County Business License with an address located within the City of Santa Fe or Santa Fe County to their proposal.
- Proposals without a valid certification will not be eligible for preference consideration.

2. Evaluation in the Formal RFP Process

▪ **Point-Based System:**

- New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points.
- New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points.
- Local businesses are awarded 5% of the total possible points.

3. Restrictions

- Resident business preference is not cumulative with the resident veteran business preference.
- Local preferences is awarded in addition to either the resident or veteran business preferences.

D. **Additional Information:** Applications for Resident and Veteran Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

5.3. AWARD

The Agency will notify each offeror in writing of the Agency's decision.

- A. The Agency reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the Agency is final.

- B. The Agency at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- C. The Agency reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the Agency. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the Agency's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the Agency.

6. EVALUATION FACTORS

Technical Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Scope/Level of Expertise Plan (SC/LE) It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. There should be a narrative explaining their proposed performance metrics and describe how their capabilities and proven track record align with or exceed the Agency's sample benchmarks. Significant differences, highlight unique strengths or advantages, should be justified, and a high-level summary of the proposal should be provided to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement.	0-10 Points	60 (60% of Total)
2.	Value Added (VA) Plan Identify any value-added options or ideas that may benefit the Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Identify: 1) what the Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas.	0-10 Points	10 (10% of Total)

3.	Interview The Evaluation Committee will interview the Key Personnel Lead.	0-10 Points	30 <i>(30% of Total)</i>
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Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Resident Business Preference New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points. Resident business preference is not cumulative with resident veteran preference.	0-10 Points	8 <i>(34.8% of Total)</i>
2.	Resident Veteran Preference New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points. Resident business preference is not cumulative with resident veteran preference.	0-10 Points	10 <i>(43.5% of Total)</i>
3.	Local Preference Local businesses are awarded 5% of the total possible points. Resident business or resident veteran preference is cumulative with local preference.	0-10 Points	5 <i>(21.7% of Total)</i>

7. VENDOR QUESTIONNAIRE

1. NM Business Tax Identification Number (NMBTIN) fka CRS, when applicable
2. Identify the individual(s) authorized by the organization to contractually obligate to queries on behalf of this Offeror:*

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

3. Identify the individual(s) authorized by the organization to negotiate to queries on behalf of this Offeror:*

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

4. Identify the individual(s) authorized by the organization to clarify/respond to queries on behalf of this Offeror:*

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

5. Will you require the use of subcontractors?*

- ☐ Yes
☐ No

*Response required

When equals "Yes"

5.1. Subcontractors*

Please provide a list of subcontractors who will be used in the performance of any resultant contract.

*Response required

6. Describe any relationship with any entity (such as the Agency, City of Santa Fe, Santa Fe County, State Agency, reseller, etc. that is not a subcontractor(s) listed above), if any, which will be used in the performance of any resultant contract. *

N/A, None, Does not apply, etc. are acceptable responses to this item.

*Response required

7. RFP Acknowledgement*

By clicking "Please confirm" below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization, I accept the Conditions Governing the Procurement, as required of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section "Evaluation" of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

☐ Please confirm

*Response required

8. Contract Terms and Conditions

As specified in the Conditions Governing the Procurement. Attached is the draft contract for review and/or upload.

- [DRAFT_Contract_Landfill_Gas...](#)

9. Campaign Contribution Disclosure Form*

Please download the below documents, complete, and upload.

- [SWMA_CAMPAIGN_CONTRIBUTION...](#)

*Response required

10. Conflict of Interest Statement Acknowledgement*

The Agency and City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of Agency contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the firm's principal/signatory authority, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the Agency and City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the firm's principal/signatory authority and known key personnel needs to describe the conflict.

The firm's principal/signatory authority agrees that, if after award, an organizational conflict of interest is discovered, the firm's principal/signatory authority makes an immediate and full written disclosure to the Agency that includes a description of the action that the firm's principal/signatory authority has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Agency may, at its discretion, cancel the contract for the Project. If the firm's principal/signatory authority was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Agency, the Agency may terminate the contract for default.

The Agency may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

By clicking "Please confirm" below, I certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System. For the duration of this firm's involvement in the Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract.

I certify that this firm will keep all Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the Agency has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract. I understand that if this firm leaves this Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the Agency relating to the confidentiality of the Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas Collection System contract confidential information has or intends to disclose that information in violation of this agreement.

The above information is subject to verification by the Agency. If the Agency finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

☐ Please confirm

*Response required

11. Non-Collusion Affidavit Acknowledgement*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit Ack...](#)

*Response required

12. Key Personnel Lead Information*

Please provide the Key Personnel Lead information here.

Please provide the following:

- Name
- Title

- Email
- Telephone Number

*Response required

13. Reference List*

Please download the below documents, complete, and upload.

- [Reference List SWMA.docx](#)

*Response required

14. Project Capability Submittal

The Offeror must answer the questions below, along with the Project Capability (PC) Submittal. Failing to answer or answering “No” to any of the questions below may result in disqualification.

14.1. Is your PC Submittal a total of 5 pages or less (4 page maximum for the SC/LE and 1 page for VA document)?*

- ☐ Yes
☐ No

*Response required

14.2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?*

- ☐ Yes
☐ No

*Response required

14.3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?*

- ☐ Yes
☐ No

*Response required

14.4. Do you understand that the contents of PC Submittal will become part of the Contract?*

- ☐ Yes
☐ No

*Response required

14.5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?*

- ☐ Yes
☐ No

*Response required

14.6. Scope/Level of Expertise Plan (SC/LE)*

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors.

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in the **Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **4-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **Agency Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

Please download the below documents, complete, and upload.

- [Scope Level of Expertise Pl...](#)

*Response required

14.7. Proposal Scope Narrative*

In addition to completing the SC/LE table described above, Offerors are to provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency's expectations. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a **high-level summary** of their proposal to ensure the selection committee can quickly grasp the key aspects of the Offeror's approach and qualifications.

Upload the proposal scope narrative here.

*Response required

14.8. Value Added Plan (VA)*

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the Agency**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in the **Reference List**. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

Please download the below documents, complete, and upload.

- [Value Added Plan VA SWMA.docx](#)

*Response required

14.9. New Mexico Resident Business Preference and/or Local Preference Documentation

Upload current certificate and/or local business license showing residence within City of Santa Fe or Santa Fe County.