

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** March 16, 2026  
**Subject:** Request for Approval of Services Agreement with Veolia ES Technical Solutions, LLC of Henderson, CO, for Household Hazardous Waste Collection Services at Buckman Road Recycling and Transfer Station in the Amount of \$235,000 (RFP No. FY26-RFP-048)

## SUMMARY

The Agency is requesting the Board approve a Services Agreement (Agreement) with Veolia ES Technical Solutions, LLC, of Henderson, CO, for household hazardous waste collection services at the Buckman Road Recycling and Transfer Station (BuRRT).

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

The compensation for the first year of the Agreement is \$235,000. Funding is available from 8100852.510250 (Service Contracts).

## BACKGROUND

On January 16, 2026, the Agency issued Request for Proposal (RFP) No. FY26-RFP-048 for HHW collection services at BuRRT. Two firms responded to the RFP.

- Clean Harbors Environmental Services, Inc., Norwell, MA
- Veolia ES Technical Solutions, LLC, Henderson, CO

The evaluation criteria and weighted values were as follows: scope/level of expertise plan (SC/LE) (45%); value-added plan (VA) (5%); price proposal (40%); and interview (10%).

On February 5, 2026, based upon the review of the proposals, the evaluation committee determined it was in the Agency's best interest to request a Best and Final Offer (BAFO) from both companies to clarify certain aspects of the proposal as it relates to processing options (e.g., recycling/fuel blending vs. incineration/landfill of latex), transportation/additional fees, and pricing.

On March 5, 2026, the evaluation committee selected Veolia as the most qualified firm. The evaluation criteria and weighted values were as follows: scope/level of expertise plan (SC/LE) (45%); value-added plan (VA) (5%); price proposal (15%); supplemental pricing exercise (25%); and interview (10%).

Agency staff negotiated with Veolia as per the fee schedule and additional terms and conditions for transportation of household hazardous waste in Exhibit A of the Agreement.

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

- Providing treatment, storage, and disposal facility services for processing the collected HHW and Very Small Quantity Generators (VSQG) (e.g., recycling, fuel blending, incineration, and disposal);
- Provide for transport and disposal in accordance with applicable regulations;
- Provide on-call support, training, and/or site visits for program evaluation, audits, and the identification and characterization of unknown HHW; and
- Assist with both onsite and off-site community collection events on an as-needed basis, to be determined in coordination with the Agency, or other local communities or tribal nations.
- Provide all necessary equipment, containers, and packaging materials for the collection and transportation of HHW materials.

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

#### **ACTION REQUESTED**

The Agency requests Board approval of a Services Agreement with Veolia for HHW collection services at BuRRT for \$235,000.

Attachments: 1) Services Agreement with Veolia  
2) RFP No. FY26-RFP-048  
3) RFP No. FY26-BAFO-048

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**ATTACHMENT 1**

**Services Agreement with Veolia ES Technical Solutions**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT  
WITH  
VEOLIA ES TECHNICAL SOLUTIONS  
(HHW Collection Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 19th day of March 2026, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Veolia ES Technical Solutions, LLC (“Contractor”) to provide household hazardous waste (HHW) collection services (RFP No. FY26-RFP-048) at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in 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 Two Hundred Thirty-Five Thousand Dollars and No Cents (\$235,000.00).

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

from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made within thirty (30) days upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in Exhibit A attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

#### **4. APPROPRIATIONS**

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

#### **5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on March 19, 2027, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

## **6. TERMINATION**

The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

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

## **7. DEFAULT**

A. The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this

Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

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

**8. FORCE MAJEURE**

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

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

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

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

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

10. **CONFIDENTIALITY**

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

11. **CONFLICT OF INTEREST**

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

12. **ASSIGNMENT; SUBCONTRACTING**

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

**13. RELEASE**

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

**14. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$3,000,000 for each occurrence and \$6,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain pollution legal liability insurance of \$3,000,000 for each claim throughout the term of this Agreement.

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

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$3,000,000 combined single limit for each accident.

**15. INDEMNIFICATION**

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

**16. NEW MEXICO TORT CLAIMS ACT**

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

**17. THIRD-PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

**18. RECORDS AND AUDIT**

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

**19. APPLICABLE LAW; CHOICE OF LAW; VENUE**

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

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

**20. AMENDMENT**

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

**21. SCOPE OF AGREEMENT**

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

**22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

**23. SEVERABILITY**

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

**24. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, or when sent by email to the parties at the following addresses:

**AGENCY:** Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Mr. Justin Robert  
General Manager  
Veolia ES Technical Solutions  
9131 East 96<sup>th</sup> Avenue  
Henderson, CO 80640  
Email: Justin.Robert@veolia.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid.

C. 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.

D. Notice sent by email shall be effective only upon actual receipt of the original 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.

E. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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

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

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lisa Cacari Stone  
Chairperson, Joint Powers Board

\_\_\_\_\_  
Date:

**CONTRACTOR:**

\_\_\_\_\_  
Justin Robert  
General Manager  
Veolia ES Technical Solutions

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**  
**Scope of Services**

<b>On-Call Services / Labor - Year 1</b>				
<b>Item No.</b>	<b>Description</b>	<b>Catalog Item</b>	<b>Unit</b>	<b>Unit Cost</b>
1	Project Manager	LB61	Per Hour	\$105.00
2	Hazmat Technician	LB62	Per Hour	\$75.00
3	Project Manager- Overtime	-	Per Hour	\$135.00
4	Hazmat Technician- Overtime	-	Per Hour	\$110.00
5	Per Diem	-	-	\$300.00

Disposal - Year 1					
Item No.	Description	Catalog Item	Unit	Unit Cost (\$)	Minimum / Unit
1	Smoke Detectors	-	Each	16.50	-
2	Recycle - Batteries: Alkaline	BT-ALK-RE	Lbs	0.60	-
3	Recycle - Batteries: Sealed Lead Acid	BT-LA DRY	Lbs	0.29	\$25.00 / No Container Size Listed
4	Recycle - Batteries: Lithium Ion	BT-LITHION	Lbs	1.08	\$25.00 / No Container Size Listed
5	Recycle - Dry Cell Nickel Cadmium Batteries	BT-NICAD	Lbs	2.00	\$25.00 / No Container Size Listed
6	Labpacks - Direct Charge: Non-Reactive	DCN	5 Gal	90.00	-
7	Used Oil	FB1	55 Gal	121.00	-
8	Used Oil	FB1	<300 (Tote)	484.00	-
9	High Halogen Fuels	FB10	55 Gal	156.99	-
10	Aerosol Cans For Fuels Blending	FB17	Lbs	0.99	\$75.00 / 55 Gal
11	Bulked Flammables: >10,000 BTU/lb; <3.5% HOC; <20% H2O; pH 2-12.5; <50ppm PCBs (Non-TSCA)	FB2	Gal	2.71	\$85.00 / 55 Gal
12	Latex Paint Mixed with Flammables	FB26	55 Gal	338.00	-
13	Bulked Flammables: Mid BTU Fuels: >2500 - 5,000 BTU/lb; <4% HOC <1/3 Dispersible Solids	FB3	55 Gal	165.00	-
14	Labpacks - HHW Standard Profiles (No Aerosols)	HHS	Lbs	1.90	-

<b>Disposal - Year 1 cont'd</b>					
<b>Item No.</b>	<b>Description</b>	<b>Catalog Item</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>	<b>Minimum / Unit</b>
15	Labpacks - HHW Standard Profiles (No Aerosols)	HHS	55 Gal	442.00	-
16	Labpacks - HHW Non-Standard Profiles	HHW	Lbs	2.70	-
17	Labpacks - HHW Oxidizers	HHW	Lbs	1.99	-
18	Labpacks - Household Hazardous Waste- ACIDS	HHW	Lbs	2.00	-
19	Labpacks - Household Hazardous Waste- Bases	HHW	Lbs	2.20	-
20	Labpacks - DOT: Non-Reactive (No OX - PTA Only)	HPN	5 Gal	115.00	-
21	Recycle - Lamps: <4 ft Fluorescent	LP-F<4	Lbs	0.65	-
22	Recycle - Lamps: >5 ft Fluorescent	LP-F>5	Each	1.02	-
23	Recycle - Lamps: Circular Fluorescent	LP-FCIRC	Lbs	1.05	-
24	Recycle - Lamps: Compact Fluorescent	LP-FCMP01	Lbs	1.99	\$35.00 / 55 Gal
25	Recycle - Lamps: Compact Fluorescent	LP-FCMP01	55 Gal	231.71	-
26	Recycle - Lamps: Crushed Fluorescent	LP-FDM	55 Gal	600.00	-
27	Recycle - Lamps: HID Bulbs	LP-H01	Lbs	\$2.17	-
28	Labpack Mercury Compounds	LPHGC	5 Gal	\$449.00	-
29	Recycle - Mercury Containing Articles	MC-MA	5 Gal	\$630.00	-
30	Loose Packs: Latex Paint Recycling	OR10	Yard Box	\$990.00	-

Disposal - Year 1 cont'd					
Item No.	Description	Catalog Item	Unit	Unit Cost (\$)	Minimum / Unit
31	Loose Packs: Pre-sorted Latex Paint Recycling	OR10	55 Gal	257.33	-
32	Fire Extinguisher	OR19	Each	30.00	-
33	CBC – Non-regulated Cylinders - 1-10 lb	OR98	Per Cylinder	45.00	-
34	Propane Cylinder: < 1lb	OR98	Per Cylinder	17.00	-
35	High PCB Drum Liquids: <50%Cl, <50% Solids, >10,000 ppm	PDH	55 Gal	1,135.00	-
36	E-bike with Battery: (Process code BT-804 for articles containing lithium-ion batteries).	WIP SPECF	Lbs	6.33	-
37	Lithium Battery from a Vehicle (Process code BT-401 for BT-LITHION).	WIP SPECF	Lbs	4.87	-
38	Bear Mace Aerosols	WIP SPECF-SRF	5 Gal	60.00	-
39	Bear Mace Aerosols	WIP SPECF-SRF	10 Gal	85.00	-
40	Bear Mace Aerosols	WIP SPECF-SRF	20 Gal	120.00	-
41	Specialty Items	WIP SPECIFIC	-	CBC	-

<b>Transportation - Year 1</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>
1	Stop Fee (Round Trip from Veolia ABQ to Santa Fe Solid Waste and back to Veolia ABQ)	Each	350.00
2	Outbound Drum Shipment (1-29 GALLON) - To outside facility	Each	17.00
3	Outbound Drum Shipment (30-55 GALLON)- To outside facility	Each	30.00
4	Outbound Drum Shipment (85-110 GALLON)- To outside facility	Each	48.00
5	Outbound Drum Shipment (TOTE/CYB) -To outside facility	Each	80.00

<b>Supplies and Equipment - Year 1</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>
1	275-Gallon Tote W/ Metal Cage	Each	320.00
2	55-Gallon Open Steel Top Reconditioned Drum	Each	75.00
3	55-Gallon Open Top Poly Drum	Each	114.00
4	55-Gallon QUESTPAK Box	Each	25.00
5	30-Gallon Open Top Poly Drum	Each	50.00
6	20-Gallon Open Top Drum (Fiber)	Each	40.00
7	15-Gallon Open Top Drum (Fiber)	Each	30.00
8	5-Gallon Open Top Pail	Each	10.00
9	4-Foot Light Bulb Boxes	Each	48.00
10	8-Foot Light Bulb Boxes	Each	85.00
11	CY Fiber HazBox 1-pc; 36" x 36" x 36"	Each	65.00
12	Vermiculite Bag	Each	29.00
13	Exempt Poison Pack - 4GVX	Each	35.00
14	Extra CY Liners	Each	68.00
15	Floor Dry	Each	25.00
16	6 MIL Roll of Plastic	Each	80.00
17	Eyewash	Each	50.00
18	Box Truck	Each	500.00
19	48-ft Semi Tractor Trailer	-	CBC
20	Other - SERV43 - General Services	-	CBC

<b>Surcharges and Fees - Year 1</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>	<b>Notes</b>
1	HazCat / Waste Identification	Each	25.00	-
2	Manifest Fee	Each	27.00	Uniform Hazardous Waste Fee from EPA (Only Hazardous Waste)
3	Over Pack Fee	Each	250.00	-
4	Energy, Security, and Insurance (ESI)	-	10% of Disposal Costs	ESI Flat Rate (Disposal Costs Only)

<b>Collection Events - Year 1</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>
1	Professional Event Planning Assistance	Lump Sum (Minimum)	1,500.00
2	Box Truck	Each	500.00
3	48-ft Truck	-	CBC
4	Project Manager	Per Hour	105.00
5	Hazmat Technician	Per Hour	75.00
6	Stop Fee: 1-74 Miles - Round Trip	Each	150.00
7	Stop Fee: 75-100 Miles - Round Trip	Each	350.00
8	Stop Fee: 101-150 miles - Round-trip	Each	415.00
9	Stop Fee: 151-200 Miles - Round Trip	Each	455.00
10	Stop Fee: 201-250 Miles - Round Trip	Each	510.00
11	Stop Fee: 251-300 Miles - Round Trip	Each	607.00
12	Outbound Drum Shipment (1-29 Gallon)	Each	17.00
13	Outbound Drum Shipment (30-55 Gallon)	Each	30.00
14	Outbound Drum Shipment (85-110 Gallon)	Each	48.00
15	Outbound Drum Shipment (Tote/CYB)	Each	80.00

## Additional Surcharges and Notes - Year 1

Veolia ES Technical Solutions, L.L.C. (Veolia) surcharge program is designed to recover those fuel, energy, security, and insurance costs that have or will impact our facility, field service, and transportation operations. Veolia will apply the surcharge percentage based on the date of shipment and type of service to each invoice, less any local, state, and federal taxes and/or fees.

Our Fuel and Energy, Security, and Insurance surcharge program, as defined within our program table below, is tied to the US Department of Energy on-highway national diesel fuel prices, as published at [www.eia.doe.gov](http://www.eia.doe.gov). It is applied on the first Monday of each month, after 4:00 p.m. ET.

<b>Fuel Surcharge</b>			<b>Energy, Security, and Insurance Surcharge</b>		
<b>Bulk Shipments</b>			<b>Container Shipments</b>		
(% of Transportation Price)			(% of Total Invoice – Disposal Only)		
\$2.00	\$2.09	10.00%	\$2.00	\$2.09	9.00%
\$2.10	\$2.19	11.00%	\$2.10	\$2.19	9.50%
\$2.20	\$2.29	12.00%	\$2.20	\$2.29	10.00%
\$2.30	\$2.39	13.00%	\$2.30	\$2.39	10.50%
\$2.40	\$2.49	14.00%	\$2.40	\$2.49	11.00%
\$2.50	\$2.59	15.00%	\$2.50	\$2.59	11.50%
\$2.60	\$2.69	16.00%	\$2.60	\$2.69	12.00%
\$2.70	\$2.79	17.00%	\$2.70	\$2.79	12.50%
\$2.80	\$2.89	18.00%	\$2.80	\$2.89	13.00%
\$2.90	\$2.99	19.00%	\$2.90	\$2.99	13.50%
\$3.00	\$3.09	20.00%	\$3.00	\$3.09	14.00%
\$3.10	\$3.19	21.00%	\$3.10	\$3.19	14.50%
\$3.20	\$3.29	22.00%	\$3.20	\$3.29	15.00%
\$3.30	\$3.39	23.00%	\$3.30	\$3.39	15.50%
\$3.40	\$3.49	24.00%	\$3.40	\$3.49	16.00%
\$3.50	\$3.59	25.00%	\$3.50	\$3.59	16.50%
\$3.60	\$3.69	26.00%	\$3.60	\$3.69	17.00%
\$3.70	\$3.79	27.00%	\$3.70	\$3.79	17.50%
\$3.80	\$3.89	28.00%	\$3.80	\$3.89	18.00%
\$3.90	\$3.99	29.00%	\$3.90	\$3.99	18.50%
\$4.00	\$4.09	30.00%	\$4.00	\$4.09	19.00%
\$4.10	\$4.19	31.00%	\$4.10	\$4.19	19.50%
\$4.20	\$4.29	32.00%	\$4.20	\$4.29	20.00%
\$4.30	\$4.39	33.00%	\$4.30	\$4.39	20.50%

\$4.40	\$4.49	34.00%	\$4.40	\$4.49	21.00%
\$4.50	\$4.59	35.00%	\$4.50	\$4.59	21.50%
\$4.60	\$4.69	36.00%	\$4.60	\$4.69	22.00%
\$4.70	\$4.79	37.00%	\$4.70	\$4.79	22.50%
\$4.80	\$4.89	38.00%	\$4.80	\$4.89	23.00%
\$4.90	\$4.99	39.00%	\$4.90	\$4.99	23.50%
\$5.00	\$5.09	40.00%	\$5.00	\$5.09	24.00%
\$5.10	\$5.19	41.00%	\$5.10	\$5.19	24.50%
\$5.20	\$5.29	42.00%	\$5.20	\$5.29	25.00%
\$5.30	\$5.39	43.00%	\$5.30	\$5.39	25.50%
\$5.40	\$5.49	44.00%	\$5.40	\$5.49	26.00%
\$5.50	\$5.59	45.00%	\$5.50	\$5.59	26.50%
\$5.60	\$5.69	46.00%	\$5.60	\$5.69	27.00%
\$5.70	\$5.79	47.00%	\$5.70	\$5.79	27.50%
\$5.80	\$5.89	48.00%	\$5.80	\$5.89	28.00%
\$5.90	\$5.99	49.00%	\$5.90	\$5.99	28.50%
\$6.00	\$6.09	50.00%	\$6.00	\$6.09	29.00%
\$6.10	\$6.19	51.00%	\$6.10	\$6.19	29.50%
\$6.20	\$6.29	52.00%	\$6.20	\$6.29	30.00%
\$6.30	\$6.39	53.00%	\$6.30	\$6.39	30.50%
\$6.40	\$6.49	54.00%	\$6.40	\$6.49	31.00%
\$6.50	\$6.59	55.00%	\$6.50	\$6.59	31.50%
\$6.60	\$6.69	56.00%	\$6.60	\$6.69	32.00%
\$6.70	\$6.79	57.00%	\$6.70	\$6.79	32.50%
\$6.80	\$6.89	58.00%	\$6.80	\$6.89	33.00%
\$6.90	\$6.99	59.00%	\$6.90	\$6.99	33.50%
\$7.00	\$7.09	60.00%	\$7.00	\$7.09	34.00%

Container

Shipments:

For container shipments, an Energy, Security, and Insurance surcharge percentage will be applied to the entire invoice amount, including disposal, transportation, manpower, and material costs, less any local, state, and federal taxes or fees.

Bulk Shipments:

For bulk shipments (roll-offs, vacuum, and tank trucks, etc.), a fuel surcharge percentage will be added only to the transportation portion of the invoice, excluding any local, state, or federal taxes and fees.

Surcharge Note:

For diesel fuel prices above \$5.09 per gallon, the Fuel Surcharge (FS) will increase by 1.0%, and the Energy, Security, and Insurance surcharge (ES&I) will increase by 0.5% for every \$0.10 increase in fuel price.

Additionally, Veolia can prorate disposal costs for certain irregularly sized containers to save and improve billing efficiency. See the table below for the bulk waste proration schedule.

Disposal Proration

Container Size	Percent of 55-Gallon Drum Rate
> Or = 300 Gallon	500
220 Gallon / Cubic Yard	400
97 – 110 Gallon	200
56 – 96 Gallon	175
31 – 55 Gallon	100
21 – 30 Gallon	75
6 – 20 Gallon	60
< or = 5 Gallon	40

Note: Does not apply to lab packs or loose packs

**ATTACHMENT 2**

**RFP No. FY26-RFP-048**



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

**REQUEST FOR PROPOSAL (RFP)  
Household Hazardous Waste (HHW) Collection Services for the  
Buckman Road Recycling and Transfer Station  
RFP#: FY26-RFP-048**

**RFP Due Date and Time: Wednesday, February 4, 2026 by 3:00 pm**

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1. INTRODUCTION
2. CONDITIONS GOVERNING THE PROCUREMENT
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7. VENDOR QUESTIONNAIRE
8. ATTACHMENTS

# **1. INTRODUCTION**

## **1.1. PURPOSE OF THIS RFP**

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

The resultant Contract may be utilized by any entity or organization legally authorized to do so, subject to the prior written approval of the City's Chief Procurement Officer. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of the Contract.

## **1.2. BACKGROUND INFORMATION**

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

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

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

In 2025, the Agency collected, packaged and shipped approximately 51.4 tons (102,800 pounds) of various types of materials to a Contractor for processing. A breakout of the typical types of materials handled is provided in the Price Proposal document.

### **Collection Events**

Historically, the Agency has held between one large free HHW collection event to ten small events each year. In 2026 the Agency plans to hold two on-site collection days for residents, one in the spring and one in the fall.

### **Very Small Quantity Generator Waste Services**

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

requirements for unknown or unusual wastes and transporting the VSQG waste to a treatment, storage, or disposal facility.

### **Current Operation**

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

The Agency stores material within the HHW collection center building in designated areas with required containment. The Agency has limited storage capacity. The Agency accumulates loads of containerized and palletized material and sets up shipments with the Contractor every 4 to 8 weeks. A full load is considered to be enough pallets to constitute a full 20-foot box truck, which equates to about twelve (12) pallets or more on the floor of the trailer. The Agency double-stacks boxed materials to maximize payloads when possible.

### **1.3. SCOPE OF PROCUREMENT**

The resulting Agreement will be a single award resulting in an Agreement between the Offeror and the Agency. However, this procurement will result in an Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies as allowed by law.

### **1.4. PROCUREMENT MANAGER**

Santa Fe Solid Waste Management Agency 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/224613>.

### **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. **“Agreement/Contract”** means any Agreement or Price Agreement for the procurement of items of tangible personal property, services, or construction.
- C. **“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.
- D. **“Agency”** means the Santa Fe Solid Waste Management Agency.
- E. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this Agreement.
- F. **“Award”** means the point at which the Agreement has been fully executed. See also “Agreement” and “Final Award.
- G. **“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.
- H. **“Blind Evaluation”** means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- I. **“BuRRT”** means the Buckman Road Recycling and Transfer Station.
- J. **“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.
- K. **“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.
- L. **“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.
- M. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.
- N. **“Close of Business”** means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- O. **“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.
- P. **“Contractor”** means any business having an Agreement 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 Agreement(s) resulting from this RFP have been fully executed through the final required signature, thereby making the Agreement(s) legally binding. See also “Agreement.”
- 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 term of the Agreement.
- 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. **“Multiple Source Award”** means an award of an indefinite quantity Agreement for one or more similar services, items of tangible personal property or construction to more than one Offeror.

- FF. **“Multi-Term Contract”** means an Agreement having a term longer than one year (NMSA 1978, Section 13-1-68).
- GG. **“Negotiation Phase”** means the structured period during which the potential best-value Offeror(s) and the Agency align expectations, mitigate risk, and finalize project understanding prior to agreement execution.
- HH. **“Offeror”** means any person, corporation, or partnership who chooses to submit a proposal.
- II. **“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.
- JJ. **“Price Agreement/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 Agreement, if any.
- KK. **“Procurement Manager”** or **“PM”** means any person authorized by both the CPD and Agency to facilitate the procurement process and/or administer the resulting Agreement(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.
- LL. **“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.
- MM. **“Protest”** means a formal, written objection to a solicitation or 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.
- NN. **“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- OO. **“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.

- PP. **“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.
- QQ. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into OpenGov—prior to the submission deadline stated in this RFP.
- RR. **“Staff”** refers to any individual employed by an Offeror, whether on a full-time, part-time, or independent contractor basis.
- SS. **“State (the State)”** means the State of New Mexico.
- TT. **“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.
- UU. **“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/santafen/projects/224613>

**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:	January 16, 2026
Pre-Proposal Meeting (Mandatory):	January 21, 2026, 10:00am <a href="https://teams.microsoft.com/meet/2862603002942?p=GBIqtdT66mfUvp8hD6">https://teams.microsoft.com/meet/2862603002942?p=GBIqtdT66mfUvp8hD6</a>
Site Visit (Non-Mandatory):	January 22, 2026, 10:00am 2600 Buckman Road, Santa Fe, NM 87507

Deadline for Written Questions:	January 29, 2026, 5:00pm
Response to Written Questions:	January 30, 2026, 5:00pm
Proposals Due Date:	February 4, 2026, 3:00pm
Blind Evaluation*:	February 6, 2026
Interviews*:	February 9, 2026
Identification of Potential Finalist Offeror(s)*:	February 9, 2026
Initial Negotiation Meeting*:	February 10, 2026
Best and Final Offers*:	February 12, 2026
Final Negotiation Meeting*:	February 13, 2026
Joint Powers Board Approval*:	February 19, 2026
Contract Award*:	February 19, 2026

\*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 who have selected the corresponding commodity code or otherwise elected to follow this event.

### A. Issue RFP

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

### B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 am MST/MDT via:

<https://teams.microsoft.com/meet/2862603002942?p=GBIqtdT66mfUvp8hD6>.

**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 the 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 mandatory.

**C. Site Visit**

A non-mandatory Site Visit will be held as indicated in the Sequence of Events, at NO VALUE. 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.

**D. 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 that form the basis of the question.

**E. Responses to Written Questions**

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

**F. 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.

**G. 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 thereafter. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the criteria presented in each proposal and aligning them with the Agency's needs, as detailed in the Agency Benchmark Metrics columns of the Scope/Level of Expertise (SC/LE) Plan. To ensure impartiality, the CPD and/or Procurement Manager will anonymize proposals by assigning each proposal a letter before providing 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.

#### **H. Interviews**

Offerors may be interviewed to evaluate expertise. Should the EC determine that they wish to interview the Offeror(s), a notification will be sent to the Offerors with meeting details once the EC has conducted its initial review. The EC will interview the Key Personnel Lead. A second individual may be on standby to clarify various aspects of the proposal, if requested.

#### **I. Identification of Potential Finalist 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 potential 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.

#### **J. Initial Negotiation Meeting**

The Agency may ask the finalist Offerors to attend an initial negotiation meeting to present their proposal and to identify additional issues or concerns that the Agency or Offeror may have. It is also an opportunity to meet all participants who may be stakeholders in the project. The finalist Offeror will submit the following information to initiate contract negotiations:

1. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
2. Project and emergency contact list.
3. Finalized scope of work which include details on how the tasks will be completed.
4. Description of the end deliverable in terms of simplified metrics.
5. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, Agency and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
6. Project financial summary
  - a. The Offeror's Original Pricing Proposal.
  - b. A list of agreed/accepted Value-Added Options (with impact to price).
  - c. A list of agreed upon Scope Changes or Additional Work with impact to price.

- d. An updated Price Proposal incorporating agreed/accepted Value-Added Options, scope changes or additional work.

**K. 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 the selection of the optimal offer.

**L. Final Negotiation Meeting**

A final negotiation meeting may be held at the end of the negotiation process and is used to present a summary of what was developed and agreed upon during the negotiations. The final negotiation meeting is not a question-and-answer session. The Offeror and Agency stakeholders must not wait for the meeting to ask questions. All coordination and planning with the Agency should be completed before the final negotiation meeting on the RFP Procurement schedule.

**M. Finalize Agreement(s)**

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 outlined 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.

**N. Award**

Upon finalization of the Agreement(s), 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.

**O. 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 Agreement(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](mailto: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 an executed Agreement 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 Agreement 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 executed Agreement.

### **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 Agreement 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 Agreement 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. Terms and Conditions**

The Agreement between the Agency and an Offeror will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Agreement. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Agreement 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 Agreement.

The Agency discourages exceptions from the terms and conditions as set forth in the Draft Agreement. 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 Agreement 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 Agreement 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, to be discussed during the negotiation process, a complete list of any additional/modified terms and conditions they wish to have considered for inclusion in the final Agreement. Offerors must clearly identify the specific section(s)

of the Agency's Draft Agreement 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 negotiations.

**Q. Deviations of the Agreement**

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 Agreement term, Offerors and/or 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 Agreements deriving from this procurement. Failure to adhere to this

requirement may result in disqualification of the Offeror's proposal or removal from the Agreement.

**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 Agreement 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/224613>

**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 Agreements 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 Agreement's Notice section if, at any time during the term of the Agreement, 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 Agreement. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the Agreement. 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 Agreement, 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 Agreement 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. New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-1-21. a) New Mexico Resident Business Preference / Native American Resident Preference

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

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP. Local Preference: An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License with a local address shall receive a five (5) percent preference. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the Resident/Native American business preference or the Resident/Native American Veteran preference.

### 3. RESPONSE FORMAT AND ORGANIZATION

#### 3.1. 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 shall be submitted as separate uploads, as directed under the Vendor Questionnaire. Each uploaded file should be clearly labeled as “**Scope/Level of Expertise Plan Matrix,**” “**Proposed Scope of Work,**” “**Value Added Plan,**” or “**Price Proposal.**” If an Offeror proposes additions or modifications to the Agency's draft Agreement, a fourth document titled “**Agreement Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft Agreement.

**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](mailto:support@opengov.com).**

Allow plenty of time to upload your proposal via **OpenGov**. If you experience issues, **email OpenGov at [support@opengov.com](mailto: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 and/or Agency will assist where they can, **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 and information completed accurately, in the format provided and according to any instructions contained within the documents. Failure to follow document instructions may result in disqualification.

<b>Documents</b>	<b>Value</b>
Campaign Contribution Disclosure Form	Required
Conflict of Interest	Desirable
Non-Collusion Affidavit	Desirable
List of Key Personnel	Desirable
Price Proposal	Rated
Scope/Level of Expertise Plan (SC/LE)	Rated
Value Added Plan (VA)	Rated
Reference List	Desirable
Draft Agreement	Desirable

## **4. SCOPE OF WORK**

### **4.1. Scope of Work**

The Santa Fe Solid Waste Management Agency (Agency) is seeking qualified vendors to provide Household Hazardous Waste (HHW) Collection Services at the Buckman Road Recycling and Transfer Station (BuRRT). The selected vendor will be responsible for the collection, transportation, and proper disposal, incineration, fuel blending and recycle of HHW materials from residents and small businesses (VSQG) in accordance with all local, state, and federal regulations. The goal is to ensure the safe and environmentally responsible management of hazardous waste to protect public health and the environment.

#### **Specifications**

The vendor shall provide all necessary labor, equipment, materials, and services to perform the following tasks, along with any other services/work agreed to during contract negotiations:

#### **A. Treatment, Storage, and Disposal Facility (TSDF) Services:**

1. Provide treatment, storage and disposal services for a wide range of HHW materials, including but not limited to:
  - Aerosols
  - Pesticides and herbicides
  - Flammable paints, solvents, and thinners
  - Latex paint (recycling preferred)

- Household cleaners and chemicals
  - Batteries (alkaline, rechargeable, lithium)
  - Fluorescent bulbs and other mercury-containing devices
  - Used motor oil and antifreeze
  - Propane tanks and other compressed gas cylinders
  - Miscellaneous other
2. Assist the Agency to ensure that all collected materials are properly segregated, labeled, and stored in accordance with applicable regulations by Agency staff.
  3. Provide appropriate containers and packaging materials for the safe storage and transportation of HHW.

**B. Transportation and Disposal:**

1. Transport collected HHW materials to authorized disposal, incineration, fuel-blending or recycling facilities.
2. Ensure that all transportation activities comply with the U.S. Department of Transportation (DOT) regulations and any other relevant standards.
3. Dispose of HHW materials in accordance with the Resource Conservation and Recovery Act (RCRA) and other applicable federal, state, and local regulations.
4. Provide documentation of proper disposal or recycling for all collected materials.

**C. On-Call Support, Training, and/or Site Visits:**

1. Conduct periodic program evaluation with the Agency.
2. Conduct periodic audits to ensure safe conditions for storage, labeling and facility usage.
3. Provide training for Agency HHW handlers to assist with operating the HHW collection center, including receiving and identifying HHW, proper waste handling procedure and proper waste packing and bulking procedure.
4. Provide training for the Agency's HHW handlers to perform the HHW handlers' tasks.
5. Provide training for Agency staff to abate and clean up all spills and other hazards that may arise due to operations of the HHW collection center.
6. Assistance with identification of unknowns received during normal operation on Fridays and Saturdays, or other times during the week in order to get materials containerized or picked up due to its hazard potential, outside of a normal shipment.

**D. Compliance, Reporting and Recordkeeping:**

1. Maintain compliance with all relevant environmental, health, and safety regulations.

2. Provide reports or access to online portals detailing the types and quantities of HHW materials collected, transported, and disposed of, including any incidents or issues encountered that are not immediately addressed.
3. Provide the Agency copies of or access to records such as manifests, bills of lading, and other documents relating to the household hazardous waste (HHW) within 30 days of shipment.
4. Provide Agency staff access to all paperwork files relating to the hazardous waste program.

**E. Community Collection Events:**

1. Assist with both onsite and off-site community collection events on an as needed basis, to be determined in coordination with the Agency, or other local communities or tribal nations.
2. Provide trained and certified personnel to manage the collection, handling, and transportation of HHW materials, as needed.
3. Ensure that all personnel are equipped with appropriate personal protective equipment (PPE) and follow safety protocols.
4. Maintain a clean and organized community collection site, ensuring that all materials are handled in a manner that minimizes risk to public health and the environment.
5. Respond promptly to any spills, leaks, or other incidents involving HHW materials, and take appropriate corrective actions.
6. Due to the uniqueness of off-site events, costs associated with labor, processing and transportation will be developed on a case-by-case basis. This is intended to allow for planning consultation

**F. Agency Responsibilities**

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

1. Receiving HHW and VSQG material as it is delivered, and rejecting unacceptable material.
2. Inspecting the containers in which HHW and VSQG is delivered in for cracks or leaks.
3. Examining labels of received material and determining if the labels are accurate.
4. Segregating the waste by type.
5. Bulking used motor oil and antifreeze.
6. Bulking oil-based paint and flammables.
7. Packing latex paint in roll-off containers.

8. Monitoring the waste volumes for transportation to a treatment, storage and/or disposal facility (TSDF).
9. Notifying contractor for pickup of waste.
10. Working with contractor during the loading of waste.
11. Signing and tracking manifest for waste shipped.
12. Operating a fluorescent lamp bulb crusher.

The Agency will also provide:

1. HHW collection center.
2. Forklift.
3. Fluorescent lamp bulb crusher.

#### **G. Delivery Requirements**

The vendor shall adhere to the following delivery requirements:

1. Provide all necessary equipment, containers, and packaging materials for the collection and transportation of HHW materials.
2. Ensure that all collected materials are transported to authorized disposal or recycling facilities within a specified timeframe, as agreed upon with the Agency.
3. Maintain open communication with the Agency, regarding any issues or concerns related to the HHW collection program.

#### **H. Standards and Regulations**

The vendor shall comply with all applicable standards and regulations, including but not limited to:

1. Resource Conservation and Recovery Act (RCRA)
2. U.S. Department of Transportation (DOT) regulations
3. Occupational Safety and Health Administration (OSHA) standards
4. Environmental Protection Agency (EPA) guidelines
5. New Mexico Environment Department (NMED) regulations
6. Local ordinances and requirements set forth by the City of Santa Fe, NM

## **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.

<b>No.</b>	<b>Rating Criteria</b>	<b>% Weighting</b>
1	Scope/Level of Expertise Plan (SC/LE)	45
2	Value Added Plan (VA)	5
3	Price Proposal	40
4	Interview	10
5	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. **Price Proposal.** The Offeror will prepare and submit a price proposal and breakout. In addition, the Offeror shall complete the Price Proposal Supplement - Sample Transportation and Fees Exercise. The Price Proposal and the Price Proposal Supplement - Sample Transportation and Fees Exercise must be uploaded as directed under the vendor questionnaire. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add, included in the Value-Added (VA) Plan must be included in that section and will be seen by the Evaluation Committee during the initial evaluation of the proposal. The Price proposal will be evaluated upon completion of the project capability.
- B. **Project Capability (PC) Submittal.** The Project Capability Submittal has three components: Scope/Level of Expertise Plan (SC/LE), Project Approach and Value-Added Plan (VA).
  1. Purpose of PC Submittal
    - a. Assist Agency in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
    - b. 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
    - a. 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).

- b. 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.
  - c. 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 Agency 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. Each of the criteria listed in the SC/LE and VA must have a reference listed to verify the response.
3. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan includes two components, the SC/LE plan matrix and a Project Approach. The SC/LE Plan matrix is a means to communicate the Agency's benchmark metrics for the criteria listed, Offeror's performance metrics associated with the established criteria, and 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 work, along with a scope defined by past experiences on similar projects. Therefore, as a part of the overall SC/LE plan, Offerors shall provide a Project Approach that includes a high-level project description, followed by a detailed task-by-task scope of work so that the Evaluation Committee (EC) can quickly grasp the key aspects of their approach to the work. At the beginning of each detailed task, provide a short narrative connecting important metrics from the SC/LE plan that the Offeror feels differentiate them from other potential Offerors. The Project Approach shall focus only on the Offeror's approach to the work and its connection to the SC/LE plan matrix. All cost associated with the Offeror's capabilities listed in the SC/LE plan must be included in the Price Proposal.
4. Overview of the Value-Added Section - The purpose of the Value-Added 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, or at no additional cost. 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. All cost and revenue impacts associated with these Value-Added options must NOT be included in the Price Proposal.
5. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan Matrix and Value-Added Plan where performance claims must be 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.

C. **Interviews** - The Offerors may be required to participate in an interview to evaluate an Offeror's capability to perform the work. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Sequence of Events, or as soon as possible thereafter. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing/ Proposal, if requested.

D. **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 to 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 submitted 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.

E. **Additional Information:** Applications for the Resident and Veteran Business certifications 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 an 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 Agreement. Obligations of confidentiality will be an important condition of resulting Agreements. 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**

**Project Capability**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	<p><b>Scope/Level of Expertise Plan (SC/LE)</b>  The Offeror should provide a brief narrative explaining their performance metrics for each of the criteria listed in the matrix and provide a verifiable reference to the claim as part of the Offeror's response. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed each of the Agency's benchmark metrics provided. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their performance metrics to ensure the Evaluation Committee (EC) can quickly grasp the key aspects of their qualifications.</p> <p>The Offeror shall also provide a Project Approach that includes a high-level project description, followed by a detailed task-by-task scope of work so that the Evaluation Committee (EC) can quickly grasp the key aspects of their approach to the project/work. At the beginning of each detailed task, the Offeror shall provide a brief narrative connecting key metrics from the SC/LE plan matrix that they believe differentiates them from other potential Offerors.</p>	Points Based	45 <i>(45% of Total)</i>
2.	<p><b>Value Added (VA) Plan</b>  Offerors should identify any value-added options or ideas that, in their opinion, may benefit the Agency, potentially at a change in price or revenue. These options or ideas may also be referred to as additional or optional services. Offerors should identify: 1) what the Agency may have overlooked, excluded, or omitted from its scope; and 2) how these options or ideas have been successful, supported by verifiable performance information from previous work/projects. Offerors should list the price and time impact of their options or ideas as a percentage increase/decrease of the overall base cost or as a dollar amount, providing a defined amount of time, or percentage, to best present their value-added options or ideas. Should the Offeror not submit any viable value-added options or ideas, the Offeror will receive the lowest score.</p>	Points Based	5 <i>(5% of Total)</i>
3.	<p><b>Price Proposal</b>  Offerors must respond to each line item listed in the Price Proposal. The Offeror with the lowest Price Proposal will receive the highest scores. The Offeror with the highest Price Proposal will receive the lowest score.</p> <p>The sample Transportation and Fees Exercise will be evaluated in conjunction with the Price Proposal.</p>	Points Based	40 <i>(40% of Total)</i>

4.	<p><b>Interview</b> The Evaluation Committee may interview the Key Personnel Lead. A second individual may be present (standby) to clarify specific aspects of the proposal, if requested. In the event the Evaluation Committee decides it is not necessary to interview based upon the proposal(s) received, all points will be awarded to each of the Offerors.</p>	Points Based	10 <i>(10% of Total)</i>
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## Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Resident Business Preference</b> New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business preference is not cumulative with resident veteran preference.</li> </ul>	Pass / Fail	8
2.	<p><b>Resident Veteran Preference</b> New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business preference is not cumulative with resident veteran preference.</li> </ul>	Pass / Fail	10
3.	<p><b>Local Preference</b> Local businesses are awarded 5% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business or resident veteran preference is cumulative with local preference.</li> </ul>	Pass / Fail	5

## 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 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. Identify the individual who will be point of contact for the execution of the project:\***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

\*Response required

**6. Will you require the use of subcontractors?\***

Yes

No

\*Response required

When equals "Yes"

### **6.1. Subcontractors\***

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

\*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. Terms and Conditions of the Agreement\***

- A. The Agreement 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 Agreement. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Agreement 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 Agreement.
- B. The Agency discourages exceptions from the Agreement's terms and conditions as set forth in the Draft Agreement. 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.
- C. Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Agreement 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 Agreement are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

Please download the below document for review and/or upload accordingly. Should the Offeror accept the agreement without changes, upload a one-page response indicating as such. This will allow the Offeror to move forward and complete this question.

- [Draft Agreement.docx](#)

\*Response required

### **9. Campaign Contribution Disclosure Form\***

Please download the document, complete, and upload.

- [SWMA CAMPAIGN CONTRIBUTION ...](#)

\*Response required

### **10.Key Personnel Lead Information\***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

\*Response required

### **11.Conflict of Interest Statement Acknowledgement\***

The Agency 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 Agreements 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 organizational conflicts of interest in the Proposal.

In addition to the Signatory Authority for the Offeror, each key personnel shall also be in agreement with the terms of the Conflict of Interest statement below, certifying that the entity has read and understands the Agency's policy regarding conflict of interest. If there is a conflict of interest with the Project, then the Offeror needs to describe the conflict and include it as an additional attachment to the RFP labeled "Conflict of Interest".

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the Offeror will provide an immediate and full written disclosure to the Agency that includes a description of the action that the Offeror 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 agreement for the Project. If the Offeror was aware of an organizational conflict of interest before the award of the agreement and did not disclose the conflict to the Agency, the Agency may terminate the Agreement 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 our organization has no personal or financial interests and no present employment or activity which would conflict with this organization's participation in any activity related to the RFP or execution of the awarded Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station. For the duration of this organization's involvement in the Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement, this organization 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 Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement.

I certify that this organization will keep all Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement 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 Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement. I understand that if this organization leaves this Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement before it ends, this organization must keep all Agreement information confidential. I agree to follow any instructions provided by the Agency relating to the confidentiality of the Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement information. I fully understand that any unauthorized disclosure made by this organization may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer immediately at 505-629-8351 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 Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station Agreement 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 Agreement may be canceled.

Please confirm  
\*Response required

**12. 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 Agreement.\***

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

\*Response required

**13. Non-Collusion Affidavit Acknowledgement\***

Please download the below documents, complete, and upload.

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

\*Response required

**14. Reference List\***

Please download the document, complete, and upload.

- [Reference List SWMA.docx](#)

\*Response required

**15. Price Proposal\***

Please download the below documents, complete, and upload.

- [Price Proposal.xlsx](#)
- [Price Proposal Supplement E...](#)

\*Response required

**16. 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.

- 16.1. Is your PC Submittal a total of 4 pages or less (3 page maximum for the SC/LE plan matrix and 1 page for VA plan)?\***

Note: the project approach requested as part of the SC/LE plan is not part of the maximum pages allowed for the SC/LE plan.

Yes

No

\*Response required

**16.2. 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

**16.3. 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

**16.4. Do you understand that the contents of PC Submittal will become part of the Agreement?\***

Yes

No

\*Response required

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

Yes

No

\*Response required

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

Please download the document, complete, and upload.

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

\*Response required

**16.7. Project Approach\***

In addition, as a part of the SC/LE plan, Offerors shall provide a project approach that includes a high-level description, followed by a detailed task-by-task scope of work so that the selection committee can quickly grasp the key aspects of their approach to the job. At the beginning of each detailed task, provide a short narrative connecting important metrics from the SC/LE plan that the Offeror feels differentiate them from other potential Offerors. The detailed task-by-task scope of

work is NOT subject to the page number limit defined in the RFP; however, this document shall focus only on the project approach and its connection to the SC/LE plan matrix.

Upload the project approach here.

\*Response required

**16.8. Value Added Plan (VA)\***

Please download the document, complete, and upload.

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

\*Response required

**ATTACHMENT 3**  
**RFP No. FY26-BAFO-048**



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

**REQUEST FOR PROPOSAL (RFP)**

**Household Hazardous Waste (HHW) Collection Services for the  
Buckman Road Recycling and Transfer Station: Best and Final Offer  
(BAFO) Request  
RFP#: FY26-BAFO-048**

**RFP Due Date and Time: Friday, February 27, 2026 by 5:00 pm**

## Table Of Contents

1. INTRODUCTION
2. SEQUENCE OF EVENTS
3. RESPONSE FORMAT AND ORGANIZATION
4. EVALUATION
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6. VENDOR QUESTIONNAIRE

# 1. INTRODUCTION

## 1.1. PURPOSE OF THIS BAFO

This Best and Final Offer (BAFO) is being requested to clarify the original submittals for the Request for Proposals (RFP) FY26-RFP-048 - Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station (BuRRT).

## 1.2. PROCUREMENT MANAGER

Santa Fe Solid Waste Management Agency 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/237603>.

## 1.3. 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. **"Agreement/Contract"** means any Agreement or Price Agreement for the procurement of items of tangible personal property, services, or construction.
- C. **"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.
- D. **"Agency"** means the Santa Fe Solid Waste Management Agency.
- E. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this Agreement.
- F. **"Award"** means the point at which the Agreement has been fully executed. See also "Agreement" and "Final Award."

- G. “**Best and Final Offer**” or “**BAFO**” means a final revised proposal submitted by an Offeror, upon request by the Agency, to provide updated pricing or other proposal elements.
- H. “**Blind Evaluation**” means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- I. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
- J. “**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.
- K. “**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.
- L. “**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.
- M. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.
- N. “**Clarification/Negotiation Phase**” means the structured period during which the potential best-value Offeror(s) and the Agency align expectations, mitigate risk, and finalize project understanding prior to agreement execution.
- O. “**Close of Business**” means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- P. “**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.
- Q. “**Contractor**” means any business having an Agreement with the Agency.

- R. **“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.
- S. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or discretionary item or factor.
- T. **“Electronic Submission”** means a successful submittal of Offeror’s proposal consisting of text, images or both readable on computers or other electronic devices.
- U. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
- V. **“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.
- W. **“Final Award”** means the point at which the Agreement(s) resulting from this RFP have been fully executed through the final required signature, thereby making the Agreement(s) legally binding. See also “Agreement.”
- X. **“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.
- Y. **“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.
- Z. **“IT”** means Information Technology.
- AA. **“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).
- BB. **“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 term of the Agreement.
- CC. **“Landfill”** means the Caja del Rio Landfill.
- DD. **“Living Wage”** means the minimum hourly wage necessary for a person to achieve a higher standard of living.

- EE. **“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.
- FF. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- GG. **“Multiple Source Award”** means an award of an indefinite quantity Agreement for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- HH. **“Multi-Term Contract”** means an Agreement having a term longer than one year (NMSA 1978, Section 13-1-68).
- II. **“Offeror”** means any person, corporation, or partnership who chooses to submit a proposal.
- JJ. **“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.
- KK. **“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 Agreement, if any.
- LL. **“Procurement Manager”** or **“PM”** means any person authorized by both the CPD and Agency to facilitate the procurement process and/or administer the resulting Agreement(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.

- MM. **“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.
- NN. **“Protest”** means a formal, written objection to a solicitation or 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.
- OO. **“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- PP. **“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.
- QQ. **“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.
- RR. **“Sealed”** means, in terms of electronic submission, an Offeror's proposal and all accompanying documents have been completely and successfully uploaded into OpenGov—prior to the submission deadline stated in this RFP.
- SS. **“Staff”** refers to any individual employed by an Offeror, whether on a full-time, part-time, or independent contractor basis.
- TT. **“State (the State)”** means the State of New Mexico.
- UU. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the state requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”).
- VV. **“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.
- WW. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## 1.4. 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/237603>

## 2. SEQUENCE OF EVENTS

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 BAFO:	February 23, 2026
Submittal Due Date:	February 27, 2026, 5:00pm
BAFO Evaluation*:	March 3, 2026
Identification of Potential Finalist Offeror(s)*:	March 3, 2026
First Negotiation Meeting*:	March 4, 2026
Final Negotiation Meeting*:	March 6, 2026
Joint Powers Board Approval*:	March 19, 2026
Contract Award*:	March 19, 2026

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

## 3. RESPONSE FORMAT AND ORGANIZATION

### 3.1. ELECTRONIC SUBMISSION ONLY

**Offerors must submit Best and Final Offer (BAFO) response to this RFP through OpenGov. Only one electronic copy of each part of the proposal should be submitted, as outlined below.**

Offerors' BAFO responses should be submitted as separate uploads, as outlined in this section. Each uploaded file should be clearly labeled as **“Project Approach,” “Price Proposal,” “Supplemental Pricing Exercise,” or “Cost Control”**.

**ELECTRONIC BAFO 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 BAFO. 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](mailto:support@opengov.com)**.

Allow plenty of time to upload your submission via **OpenGov**. If you experience issues, **email OpenGov at [support@opengov.com](mailto: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 and/or Agency will assist where they can, **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 **5:00 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 SUBMISSIONS MAY NOT BE ACCEPTED ⚠**

Any submission 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. BAFO FORMAT**

Offerors shall include the following forms and information completed accurately, in the format provided and according to any instructions contained within the documents. Below is a list of rated and desirable documents. Note: Additional documents are requested to clarify Offeror responses to the RFP.

<b>Documents</b>	<b>Value</b>
Scope/Level of Expertise Plan (SC/LE) - Project Approach	Rated
Pricing Proposal	Rated
Supplemental Price Exercise	Rated
Reference List	Desirable

## **4. EVALUATION**

### **4.1. SCORING**

The Evaluation Committee will evaluate and score the BAFO based on the information provided

and the Offerors’ demonstrated understanding of the RFP’s objectives and BAFO Submittal.

Submittals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the services provided. Scores will not be changed from the RFP Evaluation for Value-Added (5%) and Interview (10%).

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	45
2	Price Proposal	15
3	Supplemental Pricing Exercise	25

\*See local preference requirements below

## 4.2. DESCRIPTION OF EVALUATION

To ensure that a submittal is complete and addresses all key RFP issues, submittals must adhere to the following format. Submittals shall be organized into the following sections and inclusive of all requested information:

- A. **Scope/Level of Expertise Plan** - The Scope/Level of Expertise Plan includes two components: the SC/LE plan matrix and a Project Approach. The SC/LE Plan matrix is a means to communicate the Agency's benchmark metrics for the criteria listed, Offeror's performance metrics associated with the established criteria, and allow Offerors to differentiate themselves based on their technical capability and understanding of the Agency's specific needs. In addition, as part of the overall SC/LE plan, Offerors shall provide a revised Project Approach followed by a detailed task-by-task scope of work so that 1) the Evaluation Committee (EC) can quickly grasp the key aspects of their approach to the work and 2) have a proposed detailed scope of work to utilize during negotiations. The revised project approach requirements are detailed within the vendor questionnaire.
  - 1. Reference List - The reference list shall include the references related to the SC/LE plan (matrix and project approach) and be revised, if necessary, to address the resubmittal of the project approach.
- B. **Price Proposal.** The Offeror will prepare and submit a revised price proposal and breakout. The Price Proposal will be uploaded as part of the Vendor Questionnaire. In addition, the Offeror shall complete the supplemental pricing exercise to factor in the impacts due to additional fees and transportation. The supplemental pricing exercise creates a cost for a mock shipment that is representative of a normal shipment.

## 4.3. AWARD

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

- A. The BAFO will be used to re-evaluate impacted criteria (SC/LE Plan and Pricing Proposal) of the RFP. The Value-Added and Interview scoring from the RFP will be added to the scores associated with the BAFO.
- B. The Agency reserves the right to reject any or all proposals and to award more than one Offeror and to an Offeror other than the lowest-priced Offeror. The decision of the RFP award(s) by the Agency is final.
- C. 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.
- D. 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. The BAFO and RFP submittal provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the BAFO can be added or amended, at the Agency's sole option, to the final Agreement(s). Obligations of confidentiality will be an important condition of the resulting Agreement(s). 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.

## 5. EVALUATION FACTORS

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Scope/Level of Expertise Plan (SC/LE)</b>            The Offeror shall provide a revised high-level project approach, followed by a proposed detailed task-by-task scope of work so that the Evaluation Committee (EC) can quickly grasp the key aspects of their approach to the services to be provided and obtain a proposed scope of work to be used as part of Agreement negotiations. The SC/LE plan matrix shall not to be revised as part of the BAFO response.</p>	Points Based	45
2.	<p><b>Price Proposal</b>            Offerors must respond to each line item listed in the BAFO Price Proposal. This is an opportunity for Offerors to provide best and final pricing for the evaluation. The Offeror with the lowest Price Proposal will receive the highest score. The Offeror with the highest Price Proposal will receive the lowest score.</p>	Points Based	15

3.	<b>Supplemental Pricing Exercise</b> Based upon the sample shipment, Offerors shall provide costs for processing, supplies, transportation, and other additional charges. Offerors shall enter unit cost provided in the BAFO Price Proposal. The Offeror with the lowest price for the supplemental pricing exercise will receive the highest score. The Offeror with the highest price for the supplemental pricing exercise will receive the lowest score.	Points Based	25
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## 6. VENDOR QUESTIONNAIRE

### 1. BAFO 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 the RFP;
- I concur that submission of our BAFO constitutes acceptance of the Evaluation Factors contained in Section "Evaluation" of this BAFO; and
- I acknowledge receipt of all amendments to this BAFO, if any.

Please confirm

\*Response required

### 2. Identify the individual(s) authorized by the organization to respond to operational and administrative needs, outside of contractual requests (e.g., pickups, deliveries, identification of unknown chemicals, invoicing questions) on behalf of the Offeror during execution of the Agreement:\*

Please provide the following:

- Name
- Title
- Email
- Telephone Number
- Role

\*Response required

### 3. Scope/Level of Expertise Plan Clarifications

The Offeror must answer the questions below, or Offerors will not be allowed to submit the BAFO response.

### **3.1. Proposed Approach\***

The goal of having the Offeror provide a high-level and brief approach followed by a detailed scope of services is to allow the selection committee to quickly grasp the key aspects of the Offeror's approach to the services provided. The Offeror's detailed task-by-task scope of work will be used in negotiating the Agreement. Offerors shall use the Scope of Work from the RFP as the guide.

- 1) Treatment, Storage, and Disposal Facility (TSDF) Services,
- 2) Transportation and Disposal,
- 3) On-Call Support, Training, and/or Site Visits,
- 4) Compliance, Reporting, and Recordkeeping, and
- 5) Community Collection Events.
- 6) Delivery Requirements

As part of each of the high-level written approaches, indicate which of the referenced contacts have a similar process to the Agency's that can be verified (i.e., include the applicable reference number as part of the high-level written approach).

Following each of the high-level approaches (e.g., what the process is for the given task), propose a detailed task-by-task scope of work to be used in negotiating the Agreement.

Upload the revised proposed approach and detailed scope of work here.

\*Response required

### **3.2. Updated Reference List\***

Please download the document, complete, and upload. Offerors must upload a document to move forward. If the references remain the same, upload the Reference List from the original submittal here.

- [Reference List SWMA.docx](#)

\*Response required

### **3.3. Latex Paint Recycling\***

Please indicate where latex paint will go based upon the pricing provided (e.g., reuse, recycle, fuel blend, incineration). The Agency prefers to reuse or recycle latex paint. Provide a brief narrative of the process and any associated restrictions to the process proposed.

\*Response required

## **4. Price Proposal and Clarification**

The Offeror must answer the questions below, or Offerors will not be allowed to submit the BAFO response.

### **4.1. Best and Final Offer - Price Proposal\***

Offerors are to download the document below, review their original pricing, provide best and final pricing, and upload.

- [BAFO Price Proposal.xlsx](#)

\*Response required

**4.2. Best and Final Offer - Supplemental Pricing Exercise\***

Offerors are to download the Supplemental Pricing Exercise, complete as directed in the exercise, and upload.

- [BAFO Supplemental Exercise....](#)

\*Response required

**4.3. Cost Control\***

How does the Offeror plan to control costs associated with transporting and processing the waste?  
What can the Agency do to support this?

Please upload a response to this question.

\*Response required

**4.4. Are Agency minimums factored into the unit pricing provided in the best and final pricing proposal?\***

Yes

No

\*Response required

**4.5. When Offeror minimums are greater than Agency minimums, are the unit rates provided in the best and final pricing based upon Agency minimums?\***

Explain how the costs relate to the Agency's minimums. Upload a document here.

\*Response required