



AGENDA

**SWMA JOINT POWERS BOARD
NOVEMBER 19, 2020
5:00 PM
ATTEND VIRTUALLY**



SPECIAL PROCEDURES FOR SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD MEETING

Due to the COVID-19 coronavirus, members of the public are encouraged to attend the Joint Powers Board meeting via Cisco WebEx video conferencing.

Meeting Link using a computer/laptop/smartphone – must download the WebEx app on the device:
<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/e.php?>

[MTID=mb6144c8d05144bdb011ad847fcf350c8](https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/e.php?MTID=mb6144c8d05144bdb011ad847fcf350c8)

Meeting Number (Access Code): 126 665 6799

Meeting Password: 53453224

Join by Telephone: (415) 655-0001

The agenda and packet for the meeting will be posted at santafe.primegov.com/public/portal.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF CONSENT AGENDA

V. APPROVAL OF MINUTES

A. Regular Meeting – October 15, 2020

VI. MATTERS FROM THE PUBLIC

VII. CONSENT AGENDA

A. Request for Approval of Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services the Amount of \$60,000 (RFP No. '21/01/P); and



AGENDA

SWMA JOINT POWERS BOARD
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1. Approval of Budget Increase from 810.100700 (Operating Fund Cash Balance) to be Apportioned between 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts) in the Total Amount of \$20,000.
- B. 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 \$125,000 (RFP No. '21/16/P).
- C. Request for Approval of Amendment No. 4 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for the Caja del Rio Landfill Gas Collection System for Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services and Task 9 – Title V Permit Renewal (RFP No. '18/09/P); and
 1. Extend the Term of the Agreement through November 9, 2021.
 2. Increase the Compensation by \$137,780 for a Total Not-To-Exceed Amount of \$551,029.
 3. Approval of Budget Increase to 8100851.510250 (Compliance Contracts) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the Amount of \$137,780.
- D. Request for Approval of Amendment No. 3 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. (“Concentra”) of Addison, TX, for Employee Medical Services for the Santa Fe Solid Waste Management Agency (RFP No. '18/10/P); and
 1. Extend the Term of the Agreement through November 9, 2021.
 2. Increase the Amount of Compensation by \$6,000 for a Total Not-To-Exceed Amount of \$68,000.

VIII. **MATTERS FROM THE EXECUTIVE DIRECTOR**

IX. **MATTERS FROM THE BOARD**

X. **MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

- A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Services Division.
- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.

XI. **NEXT MEETING: No Meeting Scheduled**

XII. **ADJOURN**

SUMMARY OF ACTION
SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
REGULAR MEETING VIA CISCO WEBEX
THURSDAY, OCTOBER 15, 2020, 5:00 PM

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
REGULAR MEETING VIA CISCO WEBEX
THURSDAY, OCTOBER 15, 2020, 5:00 PM**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Joint Powers Board was called to order by Commissioner Anna Hansen, Chair, via Cisco Webex Video Conferencing, on Thursday, October 15, 2020, at 5:01 pm.

II. ROLL CALL

BOARD MEMBERS PRESENT

Commissioner Anna Hansen, Chair
Councilor JoAnne Vigil Coppler, Vice Chair
Commissioner Hank Hughes
Councilor Michael Garcia
Commissioner Anna Hamilton
Councilor Roman Abeyta

BOARD MEMBERS ABSENT

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Rosalie Cardenas, SWMA
Nancy Long, Long, Komer and Associates
Ernestine Baca, Santa Fe County
Yvonne Herrera, Santa Fe County Finance Director
Randy Watkins, SWMA
Shirlene Sitton, Environmental Services, City of Santa Fe
Les Francisco, Santa Fe County
Danita Boettner, Landfill Manager, Santa Fe County
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hamilton, seconded by Councilor Abeyta, to approve the agenda as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Commissioner Hansen, Chair, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes; Commissioner Hamilton, yes; Councilor Abeyta, yes; Commissioner Hughes, yes.

IV. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Garcia, seconded by Councilor Vigil Coppler, to approve the consent agenda as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Commissioner Hansen, Chair, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes; Commissioner Hamilton, yes; Councilor Abeyta, yes; Commissioner Hughes, yes.

V. APPROVAL OF MINUTES AUGUST 20, 2020

MOTION A motion was made by Commissioner Hamilton, seconded by Councilor Vigil Coppler, to approve the minutes as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Commissioner Hansen, Chair, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes; Commissioner Hamilton, yes; Councilor Abeyta, yes; Commissioner Hughes, yes.

VI. MATTERS FROM THE PUBLIC

None.

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF THE MATERIAL TRANSFER AGREEMENT BY AND BETWEEN THE MOMENTUM RECYCLING AND SANTA FE SOLID WASTE MANAGEMENT AGENCY FOR THE PURPOSE OF TRANSPORTING AND RECYCLING GLASS AT THE MOMENTUM'S RECYCLING FACILITY IN BROOMFIELD, CO; AND

1. AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE

AGREEMENT AND ACT AS THE CONTACT REPRESENTATIVE FOR THE AGREEMENT.

Approved on Consent

B. REQUEST FOR APPROVAL TO REPAIR UNIT 1359 (CATERPILLAR 836K LANDFILL COMPACTOR) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. '20/27/B IN THE AMOUNT OF \$85,767.19; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (REPAIR AND MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$85,767.19.**

Approved on consent.

C. REQUEST FOR APPROVAL TO REPAIR UNIT 1369 (CATERPILLAR 623K WHEEL TRACTOR-SCRAPER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. '20/27/B IN THE AMOUNT OF \$30,767.06, and

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (REPAIR AND MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$30,767.06.**

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE PRICE AGREEMENTS FOR MOTOR OILS, LUBRICANTS, ANTIFREEZE AND RELATED PRODUCTS (RFB NO. '19/03/B) WITH:

- 1. BREWER OIL COMPANY, ALBUQUERQUE, NM**
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2021.**
- 2. SENERGY PETROLEUM, LLC, SANTA FE, NM (FORMERLY HONSTEIN OIL AND DISTRIBUTING)**
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2021.**

- B. CHANGE THE NOTICE INFORMATION FOR THE CONTRACTOR
- 3. STEWART AND STEVENSON POWER PRODUCTS, ALBUQUERQUE, NM
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2021.
- 4. WAGNER EQUIPMENT CO, ALBUQUERQUE, NM
 - A. EXTEND THE TERM OF AGREEMENT THROUGH OCTOBER 4, 2021.
 - B. AMEND THE CONTRACTOR'S UNIT PRICING FOR ITEMS/SERVICES.

Approved on consent.

- E. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH FAMILIA RIOS, LLC D/B/A NELLY'S CLEANING SERVICE OF SANTA FE, NM, FOR CLEANING SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY (RFB NO. '20/01/B); AND
 - 1. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 17, 2021.
 - 2. INCREASE THE AMOUNT OF COMPENSATION BY \$69,400 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$138,800.

Approved on consent.

- F. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH RUSTY'S WEIGH SCALES AND SERVICE, INC, OF ALBUQUERQUE, NM, FOR ON-CALL TRUCK SCALE CALIBRATION, MAINTENANCE AND REPAIR SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY (RFB NO. '20/04/B); AND
 - 1. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 17, 2021.

Approved on consent.

G. REQUEST FOR APPROVAL OF 2021 MEETING CALENDAR

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. UPDATE ON FREE AMNESTY DAYS

Mr. Kippenbrock reviewed each of the Amnesty Day schedules which were included in the meeting packet.

1. **FREE TIRE DAYS - SEPTEMBER 5-6, OCTOBER 3-4, NOVEMBER 7-8**
2. **FREE TRASH DAY - SEPTEMBER 19**
3. **FREE E-WASTE DAY - OCTOBER 3**
4. **FREE HHW DAY - NOVEMBER 7**

Councilor Garcia gave a round of thanks to Mr. Kippenbrock for keeping the Amnesty Days going. We appreciate you figuring out how to make it work. You have gone above and beyond.

Chair Hansen stated that she wholeheartedly agreed.

Councilor Vigil Coppler thanked Mr. Kippenbrock and staff for a smooth transition.

IX. MATTERS FROM THE BOARD

Councilor Garcia welcomed Commissioner Hughes to the Board and stated that it was great to have him on board.

Commissioner Hughes thanked the Councilor and stated that he looks forward to working with everyone.

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton reported that she and her staff are working on the residential services

calendar for next year. She is excited to see events going on. If anyone has feedback or ideas please let her know. The theme will be recycling.

Our biggest concern due to COVID is heavier trash and recycling from residents. We have had a hiring freeze and some furloughs. We have been able to hire two additional drivers and are doing our best to keep our heads above water.

Our radio show is back on the air. We encourage you to download the recycling app. It has some new features. We did have the Toss No Mas event spread out over a couple of weeks. About 2.5 tons of trash was collected.

Santa Fe Beautiful is getting a facelift. It has a new logo, mission and vision. We are empowering the residents to keep this community beautiful.

Chair Hansen thanked Ms. Sitton for all that she and her staff are doing.

Councilor Abeyta left the meeting.

B. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco welcomed Commissioner Hughes. He reported that things are going along well at the County. We are following social distancing.

Chair Hansen informed the Board that the schedule at the Waste Transfer Station has changed. We will be informing everyone of the new schedule.

Mr. Francisco reviewed the schedule changes.

Commissioner Hughes thanked Mr. Francisco for responding so quickly to a constituent recently.

Ms. Boettner reported that she was recently contacted by a constituent in the La Cienega area regarding tires. She went to the area to do an assessment and estimated there were over 5,000 tires over 20 acres. Also there was a lot of iron, old heavy equipment, discarded buses, culverts, fire trucks and other waste to be disposed of. The owners are cleaning up the property, but they need help. She is working with them to come up with a plan. She wanted the Board to be aware of the situation.

Chair Hansen stated that sometimes the State has grants to help with these kind of things. She encouraged Ms. Boettner to reach out to Neal Denton and Shirlene Sitton about how these people may be helped.

Chair Hansen thanked everyone for their attendance.

**XI. NEXT MEETING DATE
NOVEMBER 19, 2020**


XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 5:45 pm.

Attested to by:

Commissioner Anna Hansen, Chair

Geraldine Salazar
Santa Fe County Clerk



Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 13, 2020
Subject: Request for Approval of Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services the Amount of \$60,000 (RFP No. '21/01/P)

SUMMARY

The Agency is requesting the Board approve a Services Agreement (Agreement) with Ambitions Technology Group, LLC (Ambitions) of Albuquerque, NM, for Managed IT Services for the Santa Fe Solid Waste Management Agency (Agency).

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 \$60,000. Funding is available from 8100851.510250 and 8100852.510250 (Service Contracts) in the amount of \$40,000. Additional funding is also available via a budget increase from 810.100700 (Operating Fund Cash Balance) to be apportioned between 8100851.510310 and 8100852.510310 (Service Contracts) in the total amount of \$20,000.

BACKGROUND

On September 2, 2020, the Agency issued Request for Proposal (RFP) No. '21/01/P for managed IT services for the Agency. Eight firms responded to the RFP.

On October 28, 2020, the evaluation committee selected Ambitions as the most qualified firm. The evaluation criteria and weighted values consisted of the following: qualifications and overall technical experience (30%); capacity and capability (30%); past record of performance (20%); proximity to or familiarity with the Agency (10%); and financial considerations (10%).

Agency staff entered into negotiations with Ambitions per the Scope of Services in Exhibit A of the Agreement.

In general, the Scope of Services consists of the following but is not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security

- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

ACTION REQUESTED

The Agency requests Board approval of a Services Agreement with Ambitions Technology Group to provide managed IT services for the Agency in the amount of \$60,000.

The Agency also requests approval of a budget increase to 8100851.510250 and 8100852.510250 (Service Contracts) from 810.100700 (Operating Fund Cash Balance) in the amount of \$20,000.

Attachments: 1) Budget Adjustment Request
 2) Services Agreement with Ambitions Technology Group
 3) RFP No. '21/01/P (without Appendices)

M:\Memo\111320.3

ATTACHMENT 1

Budget Adjustment Request

Log # <i>{Finance use only}</i> :
Journal # <i>{Finance use only}</i> :

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

DEPARTMENT / DIVISION NAME Santa Fe Solid Waste Management Agency	DATE 11/12/2020
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT STRING	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Service Contracts	8100851	510310		10,000	
Service Contracts	8100852	510310		10,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
JUSTIFICATION: <i>{use additional page if needed}</i> <i>--Attach supporting documentation/memo</i>				\$ 20,000	\$ -

Approval of Services agreement for Managed IT Services with Ambitions Technology Group, LLC

Cash is available in Fund 810

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(20,000)
TOTAL:	(20,000)

Erica J Martinez	11/12/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date

ATTACHMENT 2
Services Agreement
with
Ambitions Technology Group

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Ambitions Technology Group, LLC (“Contractor”) to provide managed IT services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. '21/01/P and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty Thousand Dollars and No Cents (\$60,000.00).

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 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 the Scope of Services hereto attached in Exhibit A.

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 November 19, 2021, 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**

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.

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 that has any such conflict of interest.

12. ASSIGNMENT; SUBCONTRACTING

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

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 \$1,000,000 for each occurrence and \$2,000,000 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 technology professional liability insurance of \$1,000,000 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 \$1,000,000 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, 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Lucas Rael
Chief Executive Officer
Ambitions Technology Group
201 Third Street NW, Suite 720
Albuquerque, NM 87102
Fax: (888) 384-4990
Email: lrael@ambitionsgroup.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. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

Contractor shall provide managed IT services including but not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently, the Agency has, but is not limited to, the following inventory:

- **Network**
 - Windows PC environment
 - Adtran devices managed by CenturyLink
 - Fortinet firewalls - Fortigate 100E and 60E
 - HP Aruba PoE switches - 5
 - Dell PowerEdge physical servers - 3
 - Microsoft virtual machines – 5
 - WasteWorks satellite servers (Dell OptiPlex 5070) - 2
 - Desktops - 20
 - Laptops – 4
 - Conference room televisions with Lenovo Think Centre - 2
 - Kronos kiosks (Dell OptiPlex 3070) - 2
 - Digi port servers for serial to Ethernet connectivity at scale houses - 3
 - Ubiquity wireless access points in each building - 5
 - Ubiquity wireless point to point $\approx \frac{3}{4}$ mile distance - 1
 - Network print servers and printers
 - Sharp and Toshiba copiers with scanning capability – 5
 - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Main Server** – 2020 Dell PowerEdge T440 Server; domain controller, file server and 2019 Microsoft Exchange server; Veeam licenses; Microsoft Server OS 2019; Microsoft Hyper-V virtualization software; OS volume is 460 GB; data drive is 3.7 TB.
- **WasteWorks Server** – 2019 Dell PowerEdge T440 Server; WasteWorks server, domain controller; Veeam licenses; Microsoft Server OS 2016 Standard; WasteWorks-SQL database program; Microsoft Hyper-V virtualization software; OS volume is 225 GB; data drive is 1.4 TB.
- **WasteWorks Satellite Servers** – Two 2020 Dell OptiPlex 5070 with Intel Core i7-9700 and 8 GB RAM; Microsoft OS Windows 10.
- **Backup Server** – 2019 Dell EMC PowerEdge R740 Server; Microsoft Server OS 2016; OS volume is 225 GB; data drive is 7.6 TB.
- **Backup System** - Local (Dell EMC PowerEdge R740 Server) and offsite backups. Backups shall be performed daily. Data shall be backed up to a Datto Siris4 Business server

with 3TB of storage at the Contractor's facility in Albuquerque, NM. Retention for local backups shall be 30 days. Retention for offsite backups shall be one year.

- **Software**

- Microsoft Hyper-V virtualization software
- Veeam licenses installed on all virtual servers
- Microsoft Exchange 2019
- ESET antivirus software
- Cloud-based service SPAM filtering program
- General productivity software (Microsoft Office and Adobe)
- Carolina software - WasteWorks scale software*
- Munis ERP – financial management software (City system)*
- Open Edge credit card payment processing system*
- Kronos time clock software*
- Sharpdesk software for scanning and content management*
- Mitel VOIP phone system with InGate SIParator firewall*
- JJ Keller cloud-based health and safety software*
- Fleetio cloud-based fleet management software*
- Performance Now software
- CAT equipment parts software*
- FitPro respirator fit test software*

- **Miscellaneous**

- Cell phones - 11 and tablets - 5 (Verizon and Sprint providers)*
- ExacqVision video surveillance - two network video servers and 48 cameras*
- Motorola handheld radios, two bases and one repeater*
- Trimble base station/rover/equipment (GPS system)*

* denotes full/limited support by software/equipment provider.

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FEE SCHEDULE

**RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE**

SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses ⁽¹⁾	5	\$11.00	\$55.00
Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$100.00	\$100.00
Hyper V Host	1	\$	\$ Included
Total			\$4,406.25

(1) Datto license and 3TB offsite storage:
 Year 1 - \$155.00/month
 Year 2 and 3 - \$260.72/month
 Year 4 and 5 - \$325.90/month
 Year 5 and beyond - \$391.08/month

ATTACHMENT 3

**RFP No. '21/01/P
(without Appendices)**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

MANAGED IT SERVICES

FOR

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RFP No. '21/01/P

DUE:

OCTOBER 5, 2020

2:00 p.m.

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov**

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. '21/01/P

Competitive sealed proposals will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency (“Agency”) until 2:00 p.m. Mountain Time on Monday, October 5, 2020, for:

MANAGED IT SERVICES FOR SANTA FE SOLID WASTE MANAGEMENT AGENCY

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified firms interested in providing managed information technology (IT) services. Proposals will be evaluated on the evaluation criteria outlined in the RFP that will result in the selection of the best qualified and competent IT firm most suitable to the needs of the Agency.

A **mandatory** pre-proposal teleconference will be held on Monday, September 14, 2020, at 10:00 a.m. The telephone dial-in number is (505) 819-0171 and the access code is 100. It is the Offeror’s responsibility to ensure that they have thoroughly reviewed all aspects of the RFP document prior to the pre-proposal teleconference.

A pre-proposal site visit is **mandatory**. The Agency will reject a proposal from any Offeror who did not attend a pre-proposal site visit. Due to the ongoing COVID-19 pandemic, Offerors that intend to participate in a site visit must notify the Agency by sending an email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org with the RFP number and Offeror name in the subject line. The email body must include RFP number and title, and Offeror’s representative name for the site visit, including telephone and email address. To maintain social distancing protocol, the Agency will conduct a separate site visit for each Offeror.

All questions related to this RFP must be submitted in writing via email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org. No oral interpretations of the RFP document will be binding. Any revisions to be incorporated into this RFP document will be established in writing by addendum(s) prior to the proposal due date.

The RFP and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

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

Proposals may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole.

The Offeror's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful Offeror will be required to conform to the Equal Opportunity Employment regulations.

ATTEST:

Jessica J. Chavez CPO 08/31/2020
Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on August 31, 2020
To be published on September 2, 2020

Received by the Albuquerque Journal on August 31, 2020
To be published on September 2, 2020

PROPOSAL SCHEDULE

RFP No. '21/01/P

EVENT	DATE
Advertisement	September 2, 2020
Issuance of RFP	September 2, 2020
Mandatory Pre-Proposal Teleconference	September 14, 2020, at 10:00 a.m. Mountain Time
Acknowledgment of Receipt	September 14, 2020
Mandatory Site Visit	To be determined
Deadline to Submit Additional Questions	September 28, 2020
Response to Written Questions and Any Addendum	October 1, 2020
Receipts of Proposals	October 5, 2020, at 2:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	October 13, 2020
Selection	October 14, 2020
Negotiations	October 15, 2020
Recommendation of Award to Joint Powers Board	November 19, 2020

The Agency reserves the right to modify the dates and times mentioned above or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

INFORMATION FOR OFFERORS

1. RECEIPT OF ELECTRONIC PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called “Agency”) invites Offeror(s) to submit their proposal electronically. Proposals will be received by the Central Purchasing Office of the City of Santa Fe until **2:00 p.m. Mountain Time on Monday, October 5, 2020.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late proposals will be accepted under any circumstances. Offeror should include some lead-time for email delivery as late-delivered proposals will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

RFP No. - '21/01/P

RFP Title - Managed IT Services for Santa Fe Solid Waste Management Agency

The RFP number and title, and Offeror’s name and address must be included in the content of the email.

No Offeror may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST FOR PROPOSALS

The RFP is available in electronic version from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

3. ACKNOWLEDGMENT OF RECEIPT

To have their firm placed on the procurement distribution list, potential Offerors shall email the Acknowledgement of Receipt of Request for Proposals Form (see Appendix A) to Danita Boettner, Procurement Manager, at dboettner@sfswwma.org. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on September 14, 2020.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's firm name will not appear on the distribution list.

4. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify their proposal.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Proposals must be in Word or PDF format.

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency to do so.

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the time set for proposal opening by emailing a written notice to Purchasing@santafenm.gov. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

6. INTERPRETATIONS AND ADDENDA

No oral interpretation of the meaning of any section of the RFP will be binding. Oral communications are permitted in order to assess the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or September 28, 2020.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors who are known by the Agency to have received a complete RFP not later than three (3) days prior to the date fixed for the opening of the proposals or October 1, 2020. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswma.org or website https://www.santafenm.gov/bids_rfps.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the proposal deadline or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

7. LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this RFP shall apply to the RFP throughout, which will be deemed to be included in the RFP the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

All proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential.

Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is generally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of Offerors interviewed.

10. FINALIZE CONTRACT

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on November 19, 2020; however, the date of the meeting is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Joint Powers Board approval.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, and any or all proposals may be rejected in whole or in part, when it is in the best interest of the Agency. A determination containing the reasons, therefore, shall be made part of the project file (Section 13-1-131 NMSA 1978).

13. PROTEST DEADLINE

Any protest by an Offeror must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address as well as the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fdunaway@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Offeror during the pendency of the protest.

14. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

15. AGENCY RIGHTS

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

16. RIGHT TO PUBLISH

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

17. OWNERSHIP OF PROPOSALS

All documents submitted in response to this RFP shall become the property of the Agency. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

18. EMAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive correspondence (See also Section 3 - Acknowledgment of Receipt Form and Appendix A).

19. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)

Offeror will be required to submit their proposal such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Offeror will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the ordinances throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

Resident Business Preference: To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits a copy of a valid Resident Business certificate with its proposal, five (5) percent of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

Resident Veteran Business Preference: To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

The resident business preference is not cumulative with the resident veteran business preference.

Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form (see Appendix C), pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

21. **PROCUREMENT UNDER EXISTING CONTRACTS**

Offeror shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

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DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
4. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **City:** means the City of Santa Fe.
7. **Close of Business:** means 5:00 p.m. Mountain Time.
8. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
10. **Determination:** means the written documentation of a decision of the Chief Procurement Officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
11. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
12. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Information Technology (IT):** means the use of hardware, software, services, and supporting infrastructure to manage and deliver information using voice, data, and video.
15. **Landfill:** means the Caja del Rio Landfill.

16. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
17. **Nonresponsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
18. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
19. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
20. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the Chief Procurement Officer (Section 13-1-76 NMSA 1978).
21. **Request for Proposals:** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
22. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
23. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
24. **Responsible Offeror:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’s financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
25. **Responsive Offer:** means an offer that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).
26. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. Services includes the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
27. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the Offeror’s proposal.

28. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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BACKGROUND

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agency is requesting proposals from qualified IT firms to provide managed IT services for the Landfill and BuRRT.

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently the Agency has, but is not limited to, the following inventory:

- **Network**
 - Windows PC environment
 - Adtran devices managed by CenturyLink
 - Fortinet firewalls - Fortigate 100E and 60E
 - HP switches - 5
 - Dell PowerEdge servers - 3
 - Microsoft virtual machines - 2
 - Desktops and laptops – 32
 - Digiport servers - 3
 - Ubiquity wireless access points - 5
 - Ubiquity wireless point to point - 1
 - Network print servers and printers
 - Sharp and Toshiba copiers with scanning capability – 5
 - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Backup System** – Local (Dell EMC) and remote cloud backups. Backups are performed nightly. Data are backed up, using a Veeam license, to a data center in Albuquerque, NM.

- **Software**

- Microsoft Hyper-V virtualization software
- Microsoft Exchange 2019
- Antivirus software
- General productivity software (Microsoft Office and Adobe)
- Carolina software - WasteWorks scale software*
- Munis ERP – financial management software (City system)*
- Open Edge credit card payment processing system*
- Kronos time clock software*
- Sharpdesk software for scanning and content management*
- Mitel VOIP phone system*
- JJ Keller cloud-based health and safety software*
- Fleetio cloud-based fleet management software*
- Performance Now software
- CAT equipment parts software*
- FitPro respirator fit test software*

- **Miscellaneous**

- Cell phones and tablets (Verizon and Sprint providers)*
- ExacqVision video surveillance - two network video servers and 48 cameras*
- Motorola handheld radios, two bases and one repeater*
- Trimble base station/rover/equipment (GPS system)*

* denotes full/limited support by software/equipment provider.

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SCOPE OF SERVICES

The managed IT services are to include, but are not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit their proposals electronically via email to the Purchasing Division at Purchasing@santafenm.gov by **2:00 p.m. Mountain Time on Monday, October 5, 2020**. Any proposal received after this deadline will not be considered.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Padding the proposal with “boiler plate” material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal
- 2) General Information
- 3) Project Team Members
- 4) Qualifications and Overall Technical Experience
- 5) Capacity and Capability
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) Financial Considerations
- 9) Other Supporting or Resource Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.
- A proposed approach to this project. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Copy of Santa Fe County Business License.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.

- Campaign Contribution Disclosure Form (Appendix B).
- Copy of Local Preference Certificate (Appendix C), if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

The Offeror is expressly advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. No subcontractor with a suspension or debarment will be accepted by the Agency. The Offeror shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the Offeror.

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**EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS
RFP No. '21/01/P**

At its discretion and without notice, the Agency reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top-rated Offerors. Interviews may be conducted with the Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Offeror unless extenuating circumstances are documented.

EVALUATION CRITERIA	POINTS AVAILABLE
1. Qualifications and Overall Technical Experience	300
2. Capacity and Capability	300
3. Past Record of Performance	200
4. Proximity to or Familiarity with the Agency	100
5. Financial Considerations	100
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be awarded on the basis of the following evaluation criteria as they relate to managed IT services:

1. Qualifications and Overall Technical Experience - Provide information about the Offeror's specific experience in managed IT services that demonstrate competence to successfully maintain, expand, and or manage the type of services required.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications, and locations to perform the work, including any specialized services with time limitations.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry for such factors as cost control, quality of work, and ability to meet schedules. Provide a minimum of three (3) clients where the Offeror provided a similar level of managed IT services as described in the scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the scope of services in which the Agency is requesting and describe any issues or problems that may arise that could affect the work.
5. Financial Considerations – Describe in detail the Offeror's pricing model(s) to provide the managed IT services as described in the Scope of Services that are necessary to maintain a sound network system and associated endpoints, including servers, desktops, laptops, printers, copiers, scanners payment devices and mobile devices (see Background for detailed list).

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.

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EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. '21/01/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Qualifications and Overall Technical Experience	30%	_____	_____	300
Capacity & Capability	30%	_____	_____	300
Past Record of Performance	20%	_____	_____	200
Proximity to or Familiarity with the Agency	10%	_____	_____	100
Financial Considerations	10%	_____	_____	100
	Total		_____	1,000

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.


 Company Name

Evaluation: _____ Interview: _____ (Please mark appropriate field)

 Signature and Title of Evaluator

 Date

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 13, 2020
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 \$125,000 (RFP No. '21/16/P)

SUMMARY

The Agency is requesting the Board approve a Services Agreement (Agreement) with Veolia ES Technical Solutions, LLC (Veolia) of Henderson, CO, for Household Hazardous Waste (HHW) Collection Services at Buckman Road Recycling and Transfer Station (BuRRT).

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

The compensation for the first year of the Agreement is \$125,000. Funding is available from 8100852.510250 (Service Contracts).

BACKGROUND

On October 14, 2020, the Agency issued Request for Proposal (RFP) No. '21/16/P for HHW collection services at BuRRT. Two firms responded to the RFP.

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

Agency staff entered into negotiations with Veolia as per the Scope of Services in Exhibit A of the Agreement.

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

- Collect and transport HHW to its final destination (e.g., recycling, incineration, and disposal);
- Deliver supplies for the HHW program;
- Provide on-call services for identification and characterization of unknown HHW
- Offer regulatory and operational training, as requested by the Agency;
- Provide hazardous waste services for very small quantity generators; and
- Assist at HHW collection events, as requested by the Agency.

The first year of compensation is based upon historical HHW quantities collected at BuRRT. Actual cost will be dependent upon 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 ES Technical Solutions for HHW collection services at BuRRT in the amount of \$125,000.

Attachments: 1) Services Agreement with Veolia ES Technical Solutions
2) RFP No. '21/16/P (without Appendices)

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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 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 at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. '21/16/P, and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00).

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 November 19, 2021, 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 four (4) 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 that has any such conflict of interest.

12. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written

consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

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, 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

Fax: (505) 424-1839
Email: rkippenbrock@sfswwma.org

CONTRACTOR: Tom Anckner
General Manager
Veolia ES Technical Solutions
9131 East 96th Avenue
Henderson, CO 80640
Fax: (303) 289-3520
Email: tom.anckner@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. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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:

Anna Hansen
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Tom Anckner
General Manager
Veolia ES Technical Solutions

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Fee Schedule
and
Additional Terms and Conditions for Transportation of Household Hazardous Waste

Fee Schedule

Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
1	Project Manager/Chemist	LBR61	\$63.32		Hour	Straight time for up to eight hours in a single day. Time and one half for all hours over eight and less than twelve. Double Time for all hours over 12. Holiday Rates will be charged at Double Time and one half.	
2	Project Manager/Chemist OT	LBR62	\$94.98		Hour		
3	Hazmat Technician	LBR32	\$45.66		Hour		
4	Hazmat Technician OT	LBR33	\$68.49		Hour		
5	Vehicle Usage to Santa Fe	EQUIP94	\$85.00		Day		
6	HazCat/Waste Identification	MAT233	\$12.00		Each		

Processing and Transportation							
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
1	Corrosive Acids	HHS	\$1.65	\$288.75	Pound		
2	Corrosive Bases	HHS	\$1.65	\$288.75	Pound		
3	Aerosols	FB17	\$0.68	\$155.00	Pound	Fuel blending	
4	Adhesives/Resins	HHS	\$1.65	\$230.00	Pound		
5	Alkaline Batteries	BT-ALK-RE	\$1.20	\$30.00	Pound		
6	Fertilizers	FB23	\$230.00		55 Gallon		X
7	Flammable Liquids/Paint (Bulked)	FB3	\$100.00		55 Gallon		X
8	Latex Paint Mixed with Flammables	FB26	\$480.00		Tote	Fuel blending	
9	Loosepack of Latex Paint (Non-Bulk)	OR10	\$0.40	\$100.00	Pound	For Recycling	
10	Flammable Toxic Liquid	FB10, HHS	\$1.65	\$230.00	Pound		
11	Fluorescent Light Tubes (4ft and under)	LP-F<4	\$0.68	\$75.00	Lamp	For Recycling, minimum applied per shipment	
12	Fluorescent Light Tubes (over 4ft)	LP-F>5	\$1.00	\$75.00	Lamp		
13	Circular/U-Tube Lamps	LP-FCIRC	\$1.00	\$75.00	Lamp		
14	Crushed Fluorescent Lamps (Drummed)	LP-FDM	\$535.00		55 Gallon		X
15	HID Lamps	LP-H01	\$1.65	\$75.00	Lamp		
16	Lead Acid Batteries - Vehicle	BT-LA DRY	\$0.12	\$75.00	Pound		
17	Lithium Batteries	BT-LITHION	\$0.40	\$10.00	Pound		

Processing and Transportation							
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
18	Nickel Cadmium Batteries		\$0.48	\$7.20	Pound		
19	Mixed Batteries No Lithium	SERV32	\$1.05	\$26.25	Pound		
20	Mercury-Containing Articles	MC-MA	\$320.00		5 Gallon	For recycling	
21	Mercury Compounds	LPHGC	\$358.00		5 Gallon	For recycling	
22	Non-RCRA Materials Solids	WTE3, LF2	\$132.00		55 Gallon	Requires profile	X
23	Non-RCRA Materials Solids	WTE3, LF2	\$240.00		CYB	Requires profile	X
24	Organic Peroxide - Lab Pack	DCN	\$74.00		5 Gallon	No temperature-controlled material	
25	Organic Toxic - Solid	FB12, HHS	\$1.65	\$288.75	Pound		
26	Organic Toxic - Liquid	FB3, HHS	\$1.65	\$288.75	Pound		
27	Oxidizer - Solid	HHS	\$1.65	\$288.75	Pound		
28	Oxidizer - Liquid	HHS	\$1.65	\$288.75	Pound		
29	PCB Liquids	PDH	\$607.00		55 Gallon		
30	PCB Ballasts	BL-PCB-IN	\$0.78	\$75.00	Pound	For recycling	
31	Smoke Detectors		\$10.00	\$12.00	Pound		
32	Toxic Solids	FB12, HHS	\$1.65	\$288.75	Pound		
33	Toxic Liquids	FB3, HHS	\$1.65	\$288.75	Pound		

Processing and Transportation							
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
34	Reactive Lab Packs	DCN	\$74.00		5 Gallon	No temperature controlled material	
35	Used Oil	FB1	\$100.00		55 Gallon	Fuel blending	X
36	Used Oil	FB2	\$400.00		275G Tote	Fuel blending	X
37	Small BBQ Propane Cylinders	AFT	\$14.22		SMCYL		
38	Large BBQ Propane Cylinders	AFT	\$14.22		MEDCYL, LGCY	<100lb Cylinders	
39	Fire Extinguisher	AFT	\$25.00		Each		
40	Miscellaneous Cylinders						
41	Specialty Items						
42	Clean Refrigerant (Known type)	AFT	\$18.00		SMCYL	Recycling	
43	Unsorted Electronic Equipment w/o CRT Monitors	EL-CMP-01	\$0.68	\$75.00	Pound	Recycling	
44	Pick-up Fee	TRANS46	\$500.00		Pickup	FTL Box Truck	
45	Manifest Fee	FEE102	\$27.50		Manifest		

Supplies						
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes
1	275-Gallon Tote	MAT252	\$187.00		Each	
2	55-Gallon Open Top Reconditioned Drum	MAT249	\$50.00		Each	
3	55-Gallon Open Top Poly Drum	MAT251	\$66.00		Each	
4	30-Gallon Open Top Drum	MAT247	\$62.00		Each	
5	20-Gallon Open Top Drum (Fiber)	MAT39	\$39.00		Each	
6	15-Gallon Open Top Drum (Fiber)	MAT25	\$18.00		Each	
7	5-Gallon Open Top Pail	MAT10	\$13.00		Each	
8	4-Foot Light Bulb Boxes	MAT58	\$48.00		Each	
9	8-Foot Light Bulb Boxes	MAT75	\$52.00		Each	
10	Cubic Yard Boxes w/ Liner	MAT102	\$67.00		Each	
11	Extra Cubic Yard Box Liners	MAT99	\$0.10		Each	
12	85-Gallon Steel Overpack Drums	MAT71	\$215.00		Each	
13	95-Gallon Poly Overpack Drums	MAT76	\$246.00		Each	
14	Roll-off Bin Liner	MAT159	\$15.00		Each	
15	6-mil Roll of Plastic	MAT154	\$100.00		Each	
16	Vermiculite	MAT177	\$32.00		Each	
17	Floor Dry	MAT169	\$28.00		Each	

Supplies						
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes
18	Level D w/ Tyvec Smock, Boots, Gloves, Glasses		No Cost		Per Day	
19	Level C w/ CPF1 or CPF2	MAT134	\$100.00		Per Day	
20	Labels		No Cost		Each	
21	Exempt Poison Pack - 4GVX	MAT60	\$60.00		Each	

Collection Events (At BuRRT)						
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes
1	Mobilization/ Demobilization	TRANS46	\$450.00		Event	Includes 2 technicians and 1 box truck
2	HHW Chemist/Tech	LBR32	\$45.66		Hour	Onsite time
3	HazCat/Waste Identification	MAT233	\$12.00		Each	
4	Eye Wash Station	EQUIP87	\$55.00		Day	
5	Project Manager	LBR61	\$63.32	4hr Min/Event	Hour	Charged portal to portal

Surcharges and Notes

· Battery pricing assumes that all batteries are intact, taped or sealed, and suitable for transport.

· No sub-consultants are needed for this contract.

· Labor Fees: As specified in the Pricing Schedule.

o Straight time for up to eight hours in a single day.

o Time and one half for all hours over eight and less than twelve.

o Double Time for all hours over 12.

o Holiday Rates will be charged at Double Time and one half.

Surcharges and Notes

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 percent based upon 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 defined within our program table is tied to the US Department of Energy on-highway national diesel fuel prices, as published at www.eia.doe.gov. It is applied the first Monday of each month, after 4:00 PM. EST.

<u>Fuel Surcharge</u>			<u>Energy, Security, and Insurance Surcharge</u>		
<u>Bulk Shipments (% of Transportation Price)</u>			<u>Container Shipments (% of Total Invoice)</u>		
<u>\$2.00</u>	<u>\$2.09</u>	<u>9.00%</u>	<u>\$2.00</u>	<u>\$2.09</u>	<u>8.00%</u>
<u>\$2.10</u>	<u>\$2.19</u>	<u>10.00%</u>	<u>\$2.10</u>	<u>\$2.19</u>	<u>8.50%</u>
<u>\$2.20</u>	<u>\$2.29</u>	<u>11.00%</u>	<u>\$2.20</u>	<u>\$2.29</u>	<u>9.00%</u>
<u>\$2.30</u>	<u>\$2.39</u>	<u>12.00%</u>	<u>\$2.30</u>	<u>\$2.39</u>	<u>9.50%</u>
<u>\$2.40</u>	<u>\$2.49</u>	<u>13.00%</u>	<u>\$2.40</u>	<u>\$2.49</u>	<u>10.00%</u>
<u>\$2.50</u>	<u>\$2.59</u>	<u>14.00%</u>	<u>\$2.50</u>	<u>\$2.59</u>	<u>10.50%</u>
<u>\$2.60</u>	<u>\$2.69</u>	<u>15.00%</u>	<u>\$2.60</u>	<u>\$2.69</u>	<u>11.00%</u>
<u>\$2.70</u>	<u>\$2.79</u>	<u>16.00%</u>	<u>\$2.70</u>	<u>\$2.79</u>	<u>11.50%</u>
<u>\$2.80</u>	<u>\$2.89</u>	<u>17.00%</u>	<u>\$2.80</u>	<u>\$2.89</u>	<u>12.00%</u>
<u>\$2.90</u>	<u>\$2.99</u>	<u>18.00%</u>	<u>\$2.90</u>	<u>\$2.99</u>	<u>12.50%</u>
<u>\$3.00</u>	<u>\$3.09</u>	<u>19.00%</u>	<u>\$3.00</u>	<u>\$3.09</u>	<u>13.00%</u>
<u>\$3.10</u>	<u>\$3.19</u>	<u>20.00%</u>	<u>\$3.10</u>	<u>\$3.19</u>	<u>13.50%</u>
<u>\$3.20</u>	<u>\$3.29</u>	<u>21.00%</u>	<u>\$3.20</u>	<u>\$3.29</u>	<u>14.00%</u>

Surcharges and Notes

	<u>\$3.30</u>	<u>\$3.39</u>	<u>22.00%</u>	<u>\$3.30</u>	<u>\$3.39</u>	<u>14.50%</u>	
	<u>\$3.40</u>	<u>\$3.49</u>	<u>23.00%</u>	<u>\$3.40</u>	<u>\$3.49</u>	<u>15.00%</u>	
	<u>\$3.50</u>	<u>\$3.59</u>	<u>24.00%</u>	<u>\$3.50</u>	<u>\$3.59</u>	<u>15.50%</u>	
	<u>\$3.60</u>	<u>\$3.69</u>	<u>25.00%</u>	<u>\$3.60</u>	<u>\$3.69</u>	<u>16.00%</u>	
	<u>\$3.70</u>	<u>\$3.79</u>	<u>26.00%</u>	<u>\$3.70</u>	<u>\$3.79</u>	<u>16.50%</u>	
	<u>\$3.80</u>	<u>\$3.89</u>	<u>27.00%</u>	<u>\$3.80</u>	<u>\$3.89</u>	<u>17.00%</u>	
	<u>\$3.90</u>	<u>\$3.99</u>	<u>28.00%</u>	<u>\$3.90</u>	<u>\$3.99</u>	<u>17.50%</u>	
	<u>\$4.00</u>	<u>\$4.09</u>	<u>29.00%</u>	<u>\$4.00</u>	<u>\$4.09</u>	<u>18.00%</u>	
	<u>\$4.10</u>	<u>\$4.19</u>	<u>30.00%</u>	<u>\$4.10</u>	<u>\$4.19</u>	<u>18.50%</u>	
	<u>\$4.20</u>	<u>\$4.29</u>	<u>31.00%</u>	<u>\$4.20</u>	<u>\$4.29</u>	<u>19.00%</u>	
	<u>\$4.30</u>	<u>\$4.39</u>	<u>32.00%</u>	<u>\$4.30</u>	<u>\$4.39</u>	<u>19.50%</u>	
	<u>\$4.40</u>	<u>\$4.49</u>	<u>33.00%</u>	<u>\$4.40</u>	<u>\$4.49</u>	<u>20.00%</u>	
	<u>\$4.50</u>	<u>\$4.59</u>	<u>34.00%</u>	<u>\$4.50</u>	<u>\$4.59</u>	<u>20.50%</u>	
	<u>\$4.60</u>	<u>\$4.69</u>	<u>35.00%</u>	<u>\$4.60</u>	<u>\$4.69</u>	<u>21.00%</u>	
	<u>\$4.70</u>	<u>\$4.79</u>	<u>36.00%</u>	<u>\$4.70</u>	<u>\$4.79</u>	<u>21.50%</u>	
	<u>\$4.80</u>	<u>\$4.89</u>	<u>37.00%</u>	<u>\$4.80</u>	<u>\$4.89</u>	<u>22.00%</u>	
	<u>\$4.90</u>	<u>\$4.99</u>	<u>38.00%</u>	<u>\$4.90</u>	<u>\$4.99</u>	<u>22.50%</u>	
	<u>\$5.00</u>	<u>\$5.09</u>	<u>39.00%</u>	<u>\$5.00</u>	<u>\$5.09</u>	<u>23.00%</u>	

Surcharges and Notes

Container Shipments:

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

Bulk Shipments:

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

Surcharge Note:

For diesel fuel prices greater than \$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 per gallon increase in fuel.

Additionally, Veolia is able to prorate disposal costs of certain odd sized containers for added cost savings and billing efficiency. See the table below for the proration schedule of bulked wastes:

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

NOTE: Does not apply to labpacks or loosepacks.

Additional Terms and Conditions for Transportation of Household Hazardous Waste

In addition to the terms and conditions contained in the Agreement between the parties, if the Services involve the transportation and disposal of household hazardous waste, the following environmental provisions shall also apply:

1. In the event any material which cannot be accepted as part of this collection event is abandoned by a participant/resident at or near the collection site, the Contractor shall have no obligation to handle such abandoned materials unless and until specifically agreed upon between Contractor and the Agency in a written change order detailing the services to be performed and the associated costs. Contractor shall have no obligation or responsibility with respect to materials which are not tendered and accepted in accordance with this Agreement.
2. Agency agrees to pay all taxes, tariffs, fees, surcharges or other charges at any time levied upon or payable with respect to Contractor's performance of services or Agency's waste materials. Agency shall reimburse Contractor for such taxes, tariffs, fees, surcharges or other charges upon Contractor's submission of an invoice stating that the same have been levied or paid. The parties agree that changes to the initial scope of services will be made in writing. However, the parties acknowledge that there may be circumstances when a written change order may not be sensible or possible. If Agency's representative (whom Contractor believes is acting in good faith and is authorized by Agency) verbally requests Contractor to perform services which are not part of the initial scope of services and Contractor agrees verbally to perform those additional services, Agency agrees that the request and Contractor's acceptance will constitute a change order and the fees shall be adjusted accordingly. The parties further agree that, as soon as convenient thereafter, the parties will put the verbal change order in writing, to be signed by the parties.
3. Definitions: The following terms used in this Agreement shall have the meanings set forth below:
 - a. "Profile Sheet" means a standard Waste Profile Sheet executed by Agency or Generator (as defined in 40 CFR 260.10).
4. Contractor Warranties - Contractor represents and warrants to Agency that:
 - a. Contractor is generally engaged in the business of performing the Scope of Services with respect to waste materials and has developed the requisite expertise to perform the particular Services agreed to by Contractor and Agency hereunder;
 - b. all Contractor vehicles and each facility utilized to perform the Scope of Services hereunder shall have all permits, licenses, certificates or approvals required under applicable laws and regulations for such Services; and
 - c. Contractor will perform the Scope of Services for Agency in a safe and workmanlike manner, and in compliance with all statutes, ordinances, laws, orders, rules and regulations applicable to the Services.
5. Agency Warranties - Agency represents and warrants to Contractor that:

- a. All waste materials to be collected by Contractor in performance of this Agreement are Household Hazardous Wastes;
 - b. Agency has all necessary authority to enter into this Agreement with respect to the such waste materials;
 - c. Agency is under no legal restraint which prohibits the transfer of possession of such waste materials to Contractor;
 - d. Agency shall provide Contractor a safe environment for any services performed on premises owned or controlled by Agency; and
 - e. Agency shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide Contractor a safe Services environment for any Services performed on premises owned or controlled by Agency.
6. With respect to the Agency's waste materials being shipped to a third-party facility for disposal, and notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability arising out of services provided hereunder, other than transportation services provided by Contractor or storage, treatment and/or disposal services provided by Contractor at Contractor's locations, shall not exceed the greater of the aggregate fees paid in any calendar year hereunder or one million dollars (\$1,000,000).

ATTACHMENT 2
RFP No. '21/16/P
(without Appendices)

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

**HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION SERVICES
FOR THE
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

RFP No. 21/16/P

DUE:

**OCTOBER 27, 2020
3:00 p.m.
(MOUNTAIN TIME)**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov**

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. 21/16/P

Competitive sealed proposals will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency (“Agency”) until 3:00 p.m. Mountain Time on Tuesday, October 27, 2020, for:

HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified company interested in providing household hazardous waste (HHW) collection services. Proposals will be evaluated on the evaluation criteria outlined in the RFP that will result in the selection of the best qualified and competent company most suitable to the needs of the Agency.

A **non-mandatory** pre-proposal teleconference will be held on Friday, October 19, 2020, at 10:00 a.m. The telephone dial-in number is (505) 819-0171 and the access code is 100. It is the Offeror’s responsibility to ensure that they have thoroughly reviewed all aspects of the RFP document prior to the pre-proposal teleconference.

Offeror’s may participate in an optional tour of the Buckman Road Recycling and Transfer Station (BuRRT). Due to the ongoing COVID-19 pandemic, Offerors that intend to participate in a site visit must notify the Agency by sending an email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org with the RFP number and Offeror name in the subject line. The email body must include RFP number and title, and Offeror’s representative name for the site visit, including telephone and email address. To maintain social distancing protocol, the Agency will conduct a separate site visit for each Offeror.

All questions related to this RFP must be submitted in writing via email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org. No oral interpretations of the RFP document will be binding. Any revisions to be incorporated into this RFP document will be established in writing by addendum(s) prior to the proposal due date.

The RFP and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

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

Proposals may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole.

The Offeror's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful Offeror will be required to conform to the Equal Opportunity Employment regulations.

ATTEST:

Jessica J. Chavez CPO 10/08/2020
Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on October 8, 2020
To be published on October 14, 2020

Received by the Albuquerque Journal on October 8, 2020
To be published on October 14, 2020

PROPOSAL SCHEDULE

RFP No. 21/16/P

EVENT	DATE
Advertisement	October 14, 2020
Issuance of RFP	October 14, 2020
Non-Mandatory Pre-Proposal Teleconference	October 19, 2020, at 10:00 a.m. Mountain Time
Acknowledgment of Receipt	October 19, 2020
Optional Site Visit	October 20, 2020
Deadline to Submit Additional Questions	October 21, 2020
Response to Written Questions and Any Addendum	October 23, 2020
Receipts of Proposals	October 27, 2020, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	October 29, 2020
Selection	October 30, 2020
Negotiations Complete	November 6, 2020
Recommendation of Award to Joint Powers Board	November 19, 2020

The Agency reserves the right to modify the dates and times mentioned above or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

INFORMATION FOR OFFERORS

1. RECEIPT OF ELECTRONIC PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites Offeror(s) to submit their proposal electronically. Proposals will be received by the Central Purchasing Office of the City of Santa Fe until **3:00 p.m. Mountain Time on Tuesday, October 27, 2020.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late proposals will be accepted under any circumstances. Offeror should include some lead-time for email delivery as late-delivered proposals will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

RFP No. '21/16/P

RFP Title – Household Hazardous Waste (HHW) Collection Services for the Buckman Road Recycling and Transfer Station

The RFP number and title, and Offeror's name and address must be included in the content of the email.

No Offeror may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST FOR PROPOSALS

The RFP is available in electronic version from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

3. ACKNOWLEDGMENT OF RECEIPT

To have their firm placed on the procurement distribution list, potential Offerors shall email the Acknowledgement of Receipt of Request for Proposals Form (see Appendix A) to Danita Boettner, Procurement Manager, at dboettner@sfswma.org. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on October 19, 2020.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's firm name will not appear on the distribution list.

4. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify their proposal.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Proposals must be in Word or PDF format.

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency to do so.

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the time set for proposal opening by emailing a written notice to Purchasing@santafenm.gov. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

6. INTERPRETATIONS AND ADDENDA

No oral interpretation of the meaning of any section of the RFP will be binding. Oral communications are permitted in order to assess the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or October 21, 2020.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors who are known by the Agency to have received a complete RFP not later than three (3) days prior to the date fixed for the opening of the proposals or October 23, 2020. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswma.org or website https://www.santafenm.gov/bids_rfps.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the proposal deadline or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

7. LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this RFP shall apply to the RFP throughout, which will be deemed to be included in the RFP the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

All proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential.

Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is generally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of Offerors interviewed.

10. FINALIZE CONTRACT

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on November 19, 2020; however, the date of the meeting is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Joint Powers Board approval.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, and any or all proposals may be rejected in whole or in part, when it is in the best interest of the Agency. A determination containing the reasons, therefore, shall be made part of the project file (Section 13-1-131 NMSA 1978).

13. PROTEST DEADLINE

Any protest by an Offeror must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address as well as the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fdunaway@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Offeror during the pendency of the protest.

14. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

15. AGENCY RIGHTS

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

16. RIGHT TO PUBLISH

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

17. OWNERSHIP OF PROPOSALS

All documents submitted in response to this RFP shall become the property of the Agency. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

18. EMAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive correspondence (See also Section 3 - Acknowledgment of Receipt Form and Appendix A).

19. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)

Offeror will be required to submit their proposal such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Offeror will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the ordinances throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

Resident Business Preference: To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits a copy of a valid Resident Business certificate with its proposal, five (5) percent of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

Resident Veteran Business Preference: To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

The resident business preference is not cumulative with the resident veteran business preference.

Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form (see Appendix D), pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

21. **PROCUREMENT UNDER EXISTING CONTRACTS**

Offeror shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

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DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
4. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. **City:** means the City of Santa Fe.
7. **Close of Business:** means 5:00 p.m. Mountain Time.
8. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
10. **Determination:** means the written documentation of a decision of the Chief Procurement Officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
11. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
12. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.
13. **Generator:** means any person, by site, whose produces a hazardous waste as listed or characterized in Part 261 of Title 40 of the Code of Federal Regulations (CFR). A generator must determine its generator category. A generator's category is based on the amount of hazardous waste generated each month and may change from month to month.
14. **Household Hazardous Waste (HHW):** is post-consumer waste generated by a household which qualifies as hazardous waste when discarded. A hazardous waste is a waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment.

15. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
16. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
17. **Nonresponsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
18. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
19. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
20. **Professional Services:** means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the Chief Procurement Officer (Section 13-1-76 NMSA 1978).
21. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
22. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
23. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
24. **Responsible Offeror:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).
25. **Responsive Offer:** means an offer that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).
26. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. Services includes the furnishing of insurance but does

not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).

27. **Very Small Quantity Generators (VSQG):** means any generator that generates 100 kilograms or less per month of hazardous waste or 1 kilogram or less per month of acutely hazardous waste. VSQGs must identify all the hazardous waste generated, may not accumulate more than 1,000 kilograms of hazardous waste at any time, and must ensure that hazardous waste is delivered to a person or facility who is authorized to manage it.
28. The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor that will result in the rejection of the Offeror's proposal.
29. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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BACKGROUND

The Agency was established in 1995 by a Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe, New Mexico. 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. More information on the Agency's HHW program is listed on the Agency's website (<http://www.sfswma.org/hazardous-waste>), including the type of waste collected.

In 2019, the Agency collected 140 55-gallon loose-packed containers and 6 Gaylord boxes.

Since 2012, a contractor has provided collection services for the HHW collection center operations. These services include materials receiving, waste identification, packing, storage, transportation, 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.

COLLECTION EVENTS

Each year the Agency holds at least one free HHW collection event at BuRRT in November.

The Agency may hold HHW collection events off-site throughout the City of Santa Fe and Santa Fe County. The waste collected is transport to the HHW collection center for processing.

VERY SMALL QUANTITY GENERATOR WASTE SERVICES

Besides HHW collected at the HHW collection center, the Agency also provides 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.

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SCOPE OF SERVICES

The HHW collection services include but are not limited to, these provisions and any others agreed to during contract negotiations. Costs associated with completing the work described below shall be provided on the Cost Proposal Form (Appendix B)

AGENCY'S RESPONSIBILITIES

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

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

The Agency will provide:

- HHW collection center.
- Forklift.
- Fluorescent lamp bulb crusher.

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

Figure 1 illustrates the layout of the HHW collection center.

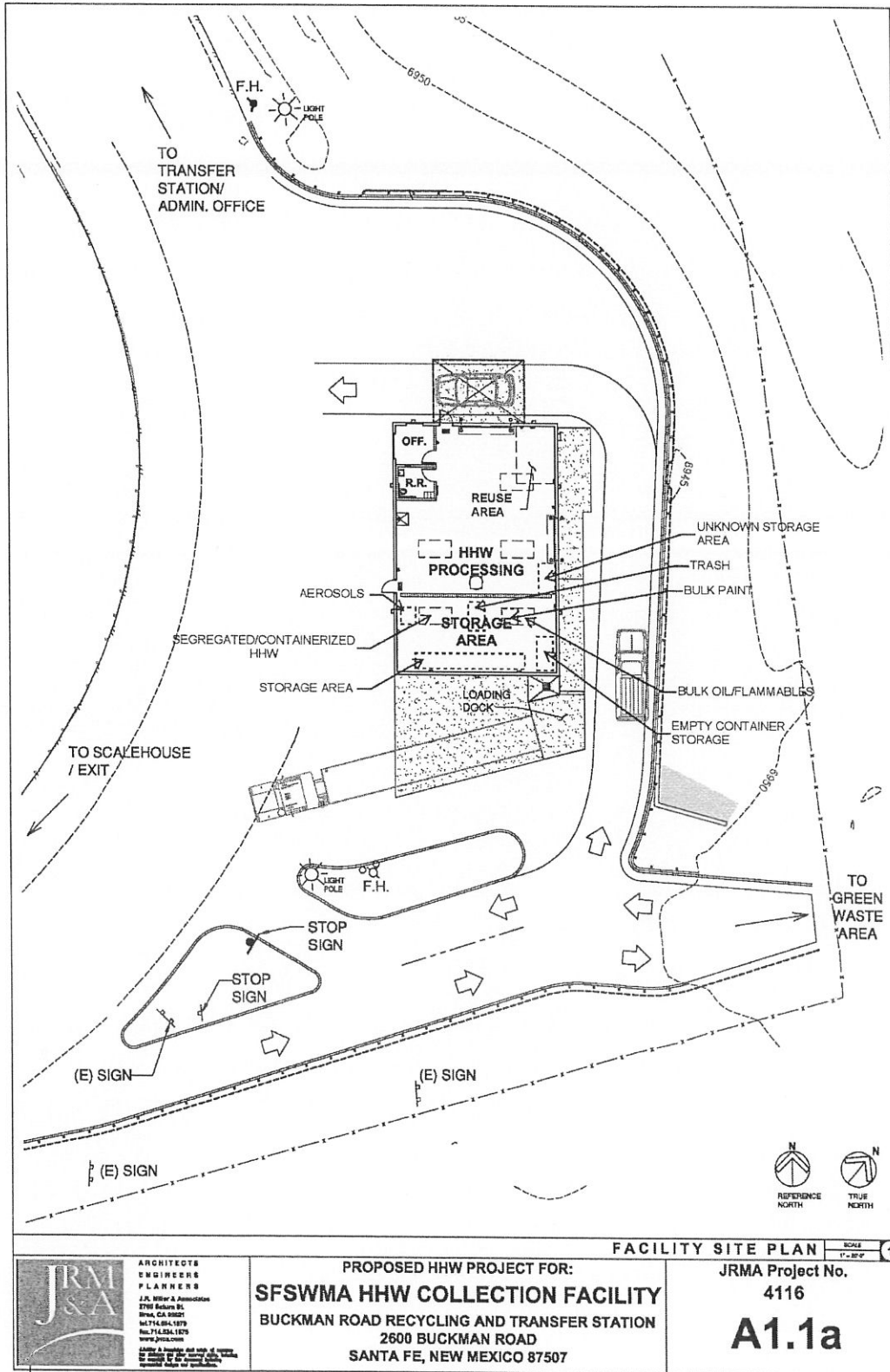


Figure 1. HHW Collection Center Layout

OFFEROR'S RESPONSIBILITIES

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

- **GENERAL PROGRAM MANAGEMENT**

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

- **STAFF TRAINING**

- Provide training for Agency HHW handlers to assist with operating the HHW collection center, including receiving and identifying HHW, proper waste handling procedure and proper waste packing and bulking procedure when requested by the Agency.
- Provide training for the Agency's HHW handlers to perform the HHW handlers' tasks, when requested by the Agency.
- Provide training for Agency staff to abate and clean up all spills and other hazards that may arise due to operations of the HHW collection center, when requested by the Agency.

- **RECORDKEEPING**

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

COLLECTION EVENTS

The scope of work to be performed under this option will include these provisions and any others agreed to during contract negotiations. Collection events will occur in addition to regular hours of operation of the HHW collection center and may occur at the BuRRT or an off-site location as determined by the Agency.

- **AGENCY'S RESPONSIBILITIES**

The Agency will provide:

- Advertisement for the event.
- A liaison between the contractor and the communities where the events are held.
- Volunteer(s) to help with traffic control, site setup and participant surveys.
- Educational materials on hazardous waste management at the events.
- A forklift, if the event is held at BuRRT.
- After each collection event, access to the HHW collection center to store and transport all waste collected at the event, if necessary.

- **OFFEROR'S RESPONSIBILITIES**

Offeror will, associated with collection events:

- Meet with Agency staff, as needed, to coordinate collection event schedules and develop a budget for collection events.
- Provide personnel trained in spill response and enough absorbent and other materials needed to abate all spills.
- Coordinate with City, County, and/or Agency staff for collection events.
- Provide a certified chemist and other personnel as needed to perform all duties associated with the collection events, including, but not limited to, identifying, sorting, segregating, packing, and manifesting all HHW received.
- Provide a written site safety and spill response plan for off-site collection events.
- Transport and deposit all collected HHW during off-site events to the HHW Collection Center or haul directly to Offeror's processing facility.
- Provide, setup, and takedown traffic cones and other traffic direction devices as necessary to ensure safe traffic movement at the collection event site.

- Be responsible for the setup and takedown of those portions of the collection site devoted to collecting, handling, and transporting the collected wastes.
- Ensure that tents are available for all areas where materials will be unloaded, packaged, or placed to prevent contamination of rainwater; hence contamination of storm drains. If collected materials or work area ground covers are exposed to the rain, the selected Offeror shall contain and collect contaminated water. If collected water is determined to be a hazardous waste, it shall be managed as a hazardous waste.
- Supply absorbent material to prevent spills from entering storm drains. All waste packing areas will be surrounded by spill berms. The size of the bermed area shall be large enough to contain at least three times the largest container volume in the packing area.
- Seal all storm drains at the collection sites that could become contaminated due to an accidental spill.
- Provide a decontamination area for workers to remove their protective clothing before leaving the work area. No protective clothing shall be worn outside the work area unless in response to an emergency.

VERY SMALL QUANTITY GENERATOR WASTE (VSQG) HANDLING

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

- **OFFEROR'S RESPONSIBILITIES**

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

PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit their proposals electronically via email to the Purchasing Division at Purchasing@santafenm.gov by **3:00 p.m. Mountain Time on Tuesday, October 27, 2020**. Any proposal received after this deadline will not be considered.

Although there is no maximum proposal length, proposals should be kept to the minimum length to address the RFP. Padding the proposal with "boiler plate" material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal
- 2) General Information
- 3) Project Team Members
- 4) Qualifications and Overall Technical Experience
- 5) Capacity and Capability
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) Cost Proposal
- 9) Other Supporting or Resource Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Firm identification and transmittal letter from Offeror with authorized signature. Include company name and address; name and telephone number of contact person.
- Acknowledge receipt and any addendum to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.
- Copy of Santa Fe County and/or City of Santa Fe Business License, as applicable.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.

- Campaign Contribution Disclosure Form (Appendix C).
- Copy of Local Preference Certificate (Appendix D), if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Business Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

The Offeror is advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. No subcontractor with a suspension or debarment will be accepted by the Agency. The Offeror shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the Offeror.

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**EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE MEMBERS
RFP No. 21/16/P**

At its discretion and without notice, the Agency reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top-rated Offerors. Interviews may be conducted with the Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Offeror unless extenuating circumstances are documented.

EVALUATION CRITERIA	POINTS AVAILABLE
1. Qualifications and Overall Expertise	300
2. Capacity and Capability	300
3. Past Record of Performance	200
4. Proximity to or Familiarity with the Agency	100
5. Cost Proposal	100
Total Maximum Allowable Points	1,000
 <u>Additional Preference Points</u>	
Resident Business Certification	50
Resident Veterans Certification	100
Local Preference Certification	50

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be awarded based on the following evaluation criteria as they relate to HHW collection services:

1. Qualifications and Overall Expertise - Provide information about the Offeror's specific experience in managing material generated at an HHW and VSQG operation and that demonstrates competence to maintain, expand, and or manage the services required.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications, and locations to perform the work, including any specialized services with time limitations.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry for such factors as cost control, quality of work, and ability to meet schedules. Provide at least three (3) clients where the Offeror provided similar services as described in the scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the scope of services in which the Agency is requesting and describe any issues or problems that may arise that could affect the work.
5. Cost Proposal – Describe the Offeror's approach to minimizing costs or maximizing credit to the Agency while providing the services necessary to support a sound HHW collection, processing, and recycling program. In addition, the Offeror must include, as part of the response to this criterion, the Cost Proposal Form in Appendix B.

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements, or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject any Offeror proposal who is not a responsible Offeror or fails to submit a responsive offer.

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EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. 21/16/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Qualifications and Overall Expertise	30%	_____	_____	300
Capacity & Capability	30%	_____	_____	300
Past Record of Performance	20%	_____	_____	200
Proximity to or Familiarity with the Agency	10%	_____	_____	100
Cost Proposal	10%	_____	_____	100
	Total		_____	1,000

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.


 Company Name

Evaluation: _____ Interview: _____ (Please mark appropriate field)

 Signature and Title of Evaluator

 Date

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 13, 2020
Subject: Request for Approval of Amendment No. 4 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for the Caja del Rio Landfill Gas Collection System for Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services and Task 9 – Title V Permit Renewal (RFP No. '18/09/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 4 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for the continuation of Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services of the Caja del Rio Landfill gas collection system and add Task 9 – Title V Permit Renewal for the Landfill.

The Amendment will extend the term of the Agreement through November 9, 2021, for the fourth and final year of the Agreement. Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

The Amendment will increase the compensation by \$137,780 for a total amount not-to-exceed \$551,029. Funding is available from 812.100700 (Landfill Gas Collection System Reserve).

BACKGROUND

Amendment No. 4 allows SCS Engineers to continue providing compliance services, including the landfill's annual emissions inventory, federal greenhouse gas emissions reporting, Title V Permit reporting, and New Source Performance Standards filings. SCS Engineers will also continue providing operation, maintenance, and monitoring services (both routine and non-routine) for the landfill gas collection system. Non-routine work is repair and/or replacement of equipment that can be scheduled, such as repairing broken wellheads and rebuilding equipment components. Non-routine emergency services require an immediate response and the restart of the gas collection system.

SCS Engineers will prepare a Title V air permit renewal application for the Landfill (Task 9). The current five-year air permit became effective on August 30, 2017, and a renewal application is required four years from that date or August 30, 2021.

On September 8, 2017, the Agency issued Request for Proposal (RFP) No. '18/09/P for engineering, operation and maintenance services for the Caja del Rio Landfill (Landfill) gas collection system. On November 9, 2017, the Board approved awarding the Professional Services Agreement (Agreement) to SCS Engineers in the amount of \$139,993.

The Board approved Amendment No. 1 to the Agreement on November 15, 2018. Amendment 1 increased the compensation by \$105,989 for a total amount not-to-exceed \$245,982 and extended the term of the Agreement to November 9, 2019 (Year 2).

Amendment No. 2 extended the term of the Agreement with SCS Engineers through November 9, 2020 (Year 3). The amendment did not increase the compensation.

The Board approved Amendment No. 3 on December 19, 2019. The amendment increased the compensation by \$167,267 for a total amount not-to-exceed \$413,249.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 4 to the Agreement with SCS Engineers for engineering, operation, maintenance services for the Landfill gas collection system and air permitting services for the Landfill.

The Agency also requests approval of a budget increase to 8100851.510250 (Compliance Contracts) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the amount of \$137,780.

- Attachments:
- 1) Budget Adjustment Request
 - 2) Amendment No. 4 – Professional Services Agreement
 - 3) Amendment No. 3 – Professional Services Agreement
 - 4) Amendment No. 2 – Professional Services Agreement
 - 5) Amendment No. 1 – Professional Services Agreement
 - 6) Professional Services Agreement with SCS Engineers

M:\Memo\111320.2

ATTACHMENT 1
Budget Adjustment Request

Log # *{Finance use only}*:
 Journal # *{Finance use only}*:

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Santa Fe Solid Waste Management Agency	DATE 11/12/2020
--	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT STRING	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Compliance Contracts	8100851	510250		137,780	
Transfer out to SWAMA operating	8120860	755810		137,780	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Transfer in from Gas Collection	8100851	655812		(137,780)	

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo
 Amendment #4 PSA for SCS Gas Collection System tasks 1,2,3. (RFP No. '18/09/P) Title V Permit Renewal

\$ 137,780 \$ -

Cash is available in Fund 812

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	137,780
812	(137,780)
TOTAL:	
	0

Erica J Martinez	11/12/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer _____ Date
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i> _____ Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i> _____ Date

ATTACHMENT 2

Amendment No. 4 - Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Engineering, Operation, and Maintenance Services for LFGCS - 2017)**

This AMENDMENT No. 4 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and SCS Engineers (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the continuation of Tasks 1, 2 and 3 – Air-Related Reporting, Engineering On-Call Services and Operation and Maintenance Services for calendar year 2021 and to add Task 9 – Title V Permit Renewal as described in the Scope of Services attached hereto as Exhibit A.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Thirty-Seven Thousand Seven Hundred Eighty Dollars and No Cents (\$137,780.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Five Hundred Fifty-One Thousand Twenty-Nine Dollars and No Cents (\$551,029.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Service attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$139,993.00
AMENDMENT NO. 1	\$105,989.00
AMENDMENT NO. 2	\$0.00
AMENDMENT NO. 3	\$167,267.00
AMENDMENT NO. 4	\$137,780.00
CONTRACT TO DATE	\$551,029.00

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

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chair, Joint Powers Board

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

CONTRACTOR:

Ryan Kuntz, P.E.
Vice President
SCS Engineers

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

October 7, 2020
SCS Proposal No. 160236217

Ms. Danita Boettner, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506

(sent via email)

Re: Proposed Scope and Fee - 2021 Services
Santa Fe Solid Waste Management Agency RFP # '18/09/P
Engineering, Operation and Maintenance Services for Caja Del Rio Landfill
Gas Collection System at the Caja Del Rio Landfill, Santa Fe, New Mexico

Dear Danita:

Per our discussion, this letter presents the proposed calendar year 2021 (December 2020 through November 2021) scope, schedule, cost, and fee schedule. We have organized the documents as follows for insertion into the Agency's standard contract form:

- Exhibit A - Scope and Schedule;
- Exhibit B - Task Fees; and
- Exhibit C - Fee Schedule.

We very much appreciate the opportunity to continue providing these engineering and the O&M services to SFSWMA. Please do not hesitate to contact us with any questions or if you would like any additional information.

Sincerely,



Jason Lewallen
Project Director
SCS FIELD SERVICES



David J. Mezzacappa, P.E.
Vice President
SCS ENGINEERS

Attachments

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES FOR THE CAJA DEL
RIO LANDFILL GAS COLLECTION SYSTEM
AT THE CAJA DEL RIO LANDFILL**

Project Description

This scope of services is to provide SFSWMA with engineering, and operation and maintenance services as set forth in the Request for Proposal (RFP #’18/09/P), Engineering, Operation, and Maintenance Services for the Caja Del Rio Landfill Gas Collection System at the Caja Del Rio Landfill.

This grouping of services consists of compliance-related services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; and support related to filings needed for 40 CFR 60, Subpart XXX (New Source Performance Standards, or “NSPS”). This proposal also includes the landfill’s Title V Permit Renewal, which is due in 2021.

SCS proposes to organize our work for December 2020 through November 2021 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – O&M Routine and Non-Routine Services;
- Task 4, 5, 6, 7, and 8 – (Not used this fiscal year); and
- Task 9 – Title V Permit Renewal.

Tasks 1 and 3 are updated with new budget annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that are typically needed each year. For Task 5, the landfill became subject to the full “new” NSPS rule (40 CFR 60, Subpart XXX) control requirements on May 23, 2019. Task 9 has been added for this upcoming fiscal year for the Title V Permit Renewal. The Title V Renewal Application is due to NMED by August 30, 2021.

Tasks 4, 5, 6, 7, and 8, are not included in this years’ services since this work has been completed. Task 5 had been included in previous years to cover reporting under 40 CFR 60, Subpart XXX in addition to the Subpart WWW reporting in Task 1; however, new rulemaking from EPA on March 26, 2020 revised Subpart WWW to remove the dual reporting requirements. Due to this rule change, only one set of reporting is now required, so the reporting for Subpart XXX is included in Task 1’s scope for 2021.

SCOPE OF WORK

Task 1 – Air-Related Reporting

Subtask - NSPS, SSM, and Title V Reporting

Task 1 includes services in calendar year 2021 related to required New Source Performance Standards (NSPS), Startup, Shutdown and Malfunction (SSM), and Title V reporting. This includes one reporting event in April 2021 and one in October 2021. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. As noted in the introduction, the final, required report under 40 CFR 60, Subpart WWW will have been completed in October 2020.

The Title V reports report the facility’s compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of any compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS’ use in preparing these reports.

The rule requiring the SSM Plan requires that semi-annual report filings be submitted detailing aspects of the GCCS’ operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare.

NSPS reporting under Subpart XXX requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days and times/duration when the flare was not operating; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the draft NSPS and SSM reports for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) submittal, or submit them to the AQB on SFSWMA’s behalf.

This task also includes liquids addition reporting under XXX in 2021, since industry is submitting annual reports even if no liquids addition occurred (rule is silent on this point). This annual report is due by September 28, 2021 and will cover the period from August 30, 2020 and August 29, 2021.

Deliverables: An electronic draft will be provided to SFSWMA for review (a hard copy can be provided upon request). Up to two final copies will be provided for SFSWMA's records in addition to the appropriate copies and electronic media for AQB. In addition, all deliverables will be provided electronically in PDF format via email. Although this task assumes that the reports required under Subpart XXX and the SSM reports will be submitted in hard-copy form only, SCS will also submit this electronically to EPA as required and if EPA's electronic reporting system is in-place.

Subtask - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2020 emissions inventory for the landfill. This inventory, which will be filed online, is scheduled to be submitted by April 1, 2021. In preparation for this task, SCS will prepare a list of needed information that will include everything SCS needs to calculate 2020 emissions, such as 2019 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations will not be required since Federal reporting is prepared which will quantify these emissions. However, SCS will compile and submit GHG emissions to AQB also if needed as part of this task.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittal to AQB as the certifier. A copy of the emissions spreadsheets will be provided to SFSWMA and AQB, as has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that and emissions fees themselves are not included in this proposal.

Deliverables: PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare a sealed memorandum hard copy for SFSWMA files and submit up to two hard copies of this memorandum.

Subtask - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2020 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2021. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, AQB has historically accepted what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2020 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule,

SCS will convert the required information that has been gathered into the required GHG emissions.

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

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

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work generally associated the gas system or emissions control including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support needed specifically in 2021 as NSPS rules continue to evolve and 40 CFR 63, Subpart AAAA is implemented, and as EPA works to harmonize the this with the NSPS;
- Support as needed for inspections or any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Permit revisions that might be needed for new operations or changes at the landfill;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Deliverables: *Although the tasks to be covered under on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.*

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once-a-Month Basis

The wellfield be will monitored on a monthly basis per NSPS requirements. After May 23, 2019, the monitoring will encompass requirements of both 40 CFR 60, Subparts WWW and XXX until EPA provides resolution as to whether one or the other is to be followed. During the past year, SCS has performed regular monthly monitoring of the 20 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date as wells have been maintained within required NSPS operating parameters. However, we advise that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2020 scope of work for availability if needed. Initial and second monthly readings (15-day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature, oxygen or pressure variations over the month; or other circumstances that warrant twice-a-month readings. Lastly, we are aware that approximately 8 more wells will be brought online by late-2020, and these are included in our fee estimate.

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

- Monitoring and adjusting the 20 extraction wells (approximately 28 wells by late-2020) so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS requirement stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS will re-monitor the wells within 15 days of

the initial non-compliant reading. Although oxygen requirements are not maintained in the newer NSPS rule, SC Swill always monitor for oxygen as if the requirement is maintained, even after the older NSPS rules are harmonized with the newer NSPS requirements.

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

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

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

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

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

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

as necessary;

- Igniter's inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

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

All maintenance, calibrations, and repairs performed by field staff will be recorded for reference. The field logbook will be kept in the GCCS control panel to record malfunctions. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA will be included in the monthly report. The monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All shutdowns, startups, malfunctions (SSMs) that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to SFSWMA.

SCS' approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum. Wells would be "over-pulled" as a result of this higher vacuum. If this condition ("overpulling") is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

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

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

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives

equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

SCS can perform Surface Emissions Monitoring (SEM) using a Landtec SEM 5000 (including around penetrations as defined in 40 CFR 60, Subpart XXX). The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The Landtec SEM 5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: *Hard copy O&M reports will be provided to SFSWMA monthly and SEM monitoring reports will be provided quarterly.*

Non-Routine Services

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

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

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until

SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-Routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

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

Task 9 – Title V Permit Renewal

The current Title V permit became effective on August 30, 2017, and a renewal application will be required four years from that date (by August 30, 2021). This task will cover the preparation of that renewal application.

For the modeling related to this task, SCS will work closely with Air Quality Services, Inc. (AQS) based in Santa Fe, as they are available since they have performed the modeling to date for the landfill.

The initial portion of this work will involve preparing the emissions estimates for the next permit period and working with AQS to file for a modeling waiver for AQB's approval. We will provide you with a list of any assumptions to check and/or verify related to the emissions assumptions prior to finalizing them for AQS' use. As part of this work we will also determine if the watering for dust control on the landfill roads can be reduced and still meet all applicable modeling and permitting requirements. We have included contingency costs for modeling in our and AQS' fee to cover the

possibility that full modeling may be required for any reason.

As the modeling waiver is being reviewed, SCS will then prepare the application itself to renew the Title V permit. This renewal application will contain NMED's appropriate forms – currently the universal application parts one, two, three, and four. During preparation of the application, SCS will work with SFSWMA to update any information as needed. Title V permit renewals do not require fees and, as such, no permitting fees will be included in this task.

Upon completion of a draft application itself and resolution on the modeling portion of the application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of any comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, subject to your direction.

This task does not include follow-up services that are typically required for Title V permit applications, since these will likely fall outside of the contract period (likely after November 2021). If needed in this contract period, we assume that Task 2 or excess budget from other tasks would be used. Follow-up services after renewal application submittal typically include the following:

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

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

Schedule

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

For Task 1 – Annual NSPS, SSM, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th annually, with the only difference being that the second NSPS/SSM report in 2021 will have a period ending September 26th and will be due by October 26th. We will work with NMED to determine how to best synchronize this to our existing Title V reporting period. This is due to 40 CFR 63, Subpart AAAAA requirements being effective on September 27, 2021 that will end the SSM reporting and include new

requirements for Subpart XXX as well.

Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2021. In March 2021, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by March 31, 2021, which is the current deadline for this reporting that has been set by NMED.

Liquids addition reporting as required by Subpart XXX will be due by September 28, 2021.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – (various routine O&M services) will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services may be needed at any time.

Task 9 – Title V Permit Renewal – These services will begin in December 2020 since the final application is due by August 30, 2021.

**EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2021 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL**

Task	Date														
	2020	2021													
	D	J	F	M	A	M	J	J	A	S	O	N			
1 - Annual NSPS, SSM, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting															<= Prepare NM Emissions Inventory and GHG Emissions by March 31, 2021. Prepare NSPS/SSM/TV Reports by April 30 and October 26, 2021. Liquids reporting due by September 28, 2021.
2 - On-Call Services															<= Perform additional services tasks as needed.
3 - O&M Routine Services															<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring															<= Perform quarterly.
3 - O&M Non-Routine Services															<= Perform as-needed.
9 - Title V Permit Renewal															<= Due by August 30, 2021.

Exhibit B. Rates and Not-to-Exceed Fees
 2021 Engineering, Operation & Maintenance Services
 Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$210.00	hours	16	\$3,360.00
Project Professional 3	\$160.00	hours	12	\$1,920.00
CAD Designer	\$125.00	hours	4	\$500.00
Staff Professional 3	\$120.00	hours	94	\$11,280.00
Secretarial/Clerical	\$75.00	hours	8	\$600.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Subtotal Less Gross Receipts Tax				\$18,260.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Credit for Projected Total Remaining from Current Contract				\$2,000.00
Subtotal Task 1				\$16,260.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$210.00	hours	24	\$5,040.00
Project Professional 3	\$160.00	hours	12	\$1,920.00
CAD Designer	\$125.00	hours	2	\$250.00
Staff Professional 3	\$120.00	hours	40	\$4,800.00
Secretarial/Clerical	\$75.00	hours	6	\$450.00
Expenses				
Telephone/Fax/Postage	\$20.00	lump sum	1	\$20.00
Reproduction	\$40.00	lump sum	1	\$40.00
Subtotal Less Gross Receipts Tax				\$12,520.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Credit for Projected Total Remaining from Current Contract				\$3,000.00
Subtotal Task 2				\$9,520.00

Task 3 - O&M Services					
Routine - Services					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,300.00	lump sum	1	12	\$27,600.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$600.00	lump sum	1	4	\$2,400.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,600.00	lump sum	1	4	\$6,400.00
Reporting (O&M, SEM, SSMs)	\$1,400.04	lump sum	1	12	\$16,800.48
Subtotal Less Gross Receipts Tax					\$71,200.48
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,649.52
Credit for Projected Total Remaining from Current Contract					\$20,000.00
Subtotal Task 3 - Routine Services					\$54,850.00
Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$40,000.00	lump sum	1	1	\$40,000.00
Subtotal Less Gross Receipts Tax					\$40,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,050.00
Credit for Projected Total Remaining from Current Contract					\$12,000.00
Subtotal Task 3 - Non-Routine Services					\$30,050.00
Total Task 3					\$84,900.00

NOTES:

Routine O&M Services are lump sum.

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

Exhibit B. Rates and Not-to-Exceed Fees
 2021 Engineering, Operation & Maintenance Services
 Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 9 - Title V Permit Renewal				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$210.00	hours	28	\$5,880.00
Project Professional 3	\$160.00	hours	28	\$4,480.00
CAD Designer	\$125.00	hours	2	\$250.00
Staff Professional 3	\$120.00	hours	24	\$2,880.00
Secretarial/Clerical	\$75.00	hours	6	\$450.00
Subcontractor				
Air Quality Services, Inc.	\$50.00	lump sum	1	\$12,871.22
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$188.78	lump sum	1	\$188.78
Subtotal Less Gross Receipts Tax				\$27,100.00
Gross Receipts Tax (Air Quality Services) - Rate (7.125%)				\$917.07
Credit for Projected Total Remaining from Current Contract				\$0.00
Subtotal Task 9				\$27,100.00

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$16,260
Task 2 - Engineering On-Call Services Total	\$9,520
Task 3 - Routine O&M Services Total	\$54,850
Task 3 - Non Routine O&M Services Total	\$30,050
Task 9 - Title V Permit Renewal	\$27,100
GRAND TOTAL	\$137,780

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2020 through November 30, 2021)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	70
Project Administrator.....	73
Secretarial/Clerical	75
CAD Draftsperson	80
Senior Project Administrator	85
Technician	90
Associate Staff Professional	100
Sr. Technician.....	100
Office Service Manager.....	105
Staff Professional I	110
Staff Professional II	115
Staff Professional III.....	120
CAD Designer.....	125
Project Professional I	130
Sr. Staff Professional.....	135
Project Professional II	135
H&S Specialist	135
CQA Manager	160
Project Professional III.....	160
Project Manager II.....	175
Project Director I.....	195
Project Director II.....	210
Satellite Office Manager.....	220

SCS Field Services - Technical Field Personnel

Laborer	58
Fusion Technician	75
Technician	77
Senior Technician	100
Superintendent	110
Senior Superintendent	140
Field Compliance Officer	165

General Terms

1. Labor rates are in effect until November 30, 2021. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.58 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. These rates are based on non-union, non-prevailing wage scales.
8. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
9. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective February 1, 2020 through January 31, 2021)

	Rate (\$)
GEM 5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod	10/day
SEM 500/TVA 2020/TDL 500/FID Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles.....	50/day
4-Gas Meter.....	50/day
Magnehelic Pressure Set	20/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump.....	15/each
Dewatering Pump (Trash Pump)	45/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week
• Monthly Rate	1,500/month
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate.....	200/week

Rate (\$)

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate..... 220/week
- Monthly Rate 650/month

- Water Trailer 75/day
- PAS 3000 Personal Air Sampling Pump..... 25/day
- Tedlar Bag (10-Liter) 40/each
- Non-Contaminating Air Sampling Pump 25/day
- Interface Probe..... 50/day

PART 1 Submersible Pump:

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate..... 60/week
- Monthly Rate 180/month

100-Foot Temperature Probe:

- Daily Rate 15/day
- Weekly Rate..... 45/week
- Monthly Rate 135/month

- Teflon Well Bailer 10/each
- Vacuum Box/Carbon Canister and Blower..... 150/day
- Tool Truck 144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate 90/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

	Rate (\$)
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	150/day
• Weekly Rate.....	450/week
• Monthly Rate	1,350/month
No. 28 P.E. Fusion Machine (2"-8"):	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	225/day
• Weekly Rate.....	675/week
• Monthly Rate	2,025/month
618 P.E. Fusion Machine with Tool Truck (6"-18"):	
• Daily Rate	400/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,000/month
Trackstar 500 Fusion Machine:	
• Daily Rate	425/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,050/month
Friatec Electrofusion Machine:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Sidewinder P.E. Fusion Machine.....	100/day
Extrusion Welding Gun.....	120/day
Air Compressor.....	60/day
Arc Welder	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day

Rate (\$)

Generator (6,000-Watt):

- Daily Rate 65/day

Generator (8,000 Watt):

- Daily Rate 75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate 25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

Plate/Rammer/Jumping Jack Compactor 75/day

4-Wheeler (ATV):

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Riding Mower:

- Daily Rate 175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

Chain Saw:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Horiba Water Quality Meter:

- Daily Rate 40/day
- Weekly Rate..... 120/week
- Monthly Rate 360/month

Rate (\$)

Hydrogen Sulfide Meter:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate.....225/week
- Monthly Rate675/month

Earth/Resistance Tester:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Pressure Washer:

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate300month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Rate (\$)

Turbidity Meter/Conductivity Meter:

- Daily Rate 25/day
- Weekly Rate..... 75/week
- Monthly Rate..... 225/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Downhole Video Camera System 200/day

Weed Trimmer

- Daily Rate 25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

Safety Equipment:

- Tyvek Suit (each) 15/each
- Polyethylene suit (each) 20/each
- Nitrile gloves (per pair) 15/each
- PVC Gloves (per pair) 15/each
- Rubber booties (per pair) 15/each
- Organic Vapor Cartridges (per pair) 20/each
- Organic Vapor/Acid Cartridges (per pair) 25/each
- Cartridges pre-filters (per pair) 15/each
- Half face respirator (each)..... 20/day
- Full face respirator (each) 25/day
- Ventilator/manhole blowers..... 25/day
- Parachute harness..... 10/day
- Tripod:
 - Daily Rate 35/day
 - Weekly Rate..... 105/week
 - Monthly Rate 315/month
- SCBA 55/day

General Terms

1. Rates are in effect until November 30, 2021. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

ATTACHMENT 3

Amendment No. 3 - Professional Services Agreement

ITEM # 19-0959

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Engineering, Operation, and Maintenance Services for LFGCS - 2017)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and SCS Engineers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the continuation of Tasks 1, 2, 3, and 5 – Engineering, Operation and Maintenance Services for calendar year 2020 and add Task 8 – Gas System CQA for any construction quality assurance (CQA) needed for the landfill gas extraction well and piping installation as described in the Scope of Services attached hereto as Exhibit A.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Sixty-Seven Thousand Two Hundred Sixty-Seven

Dollars and No Cents (\$167,267.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Four Hundred Thirteen Thousand Two Hundred Forty-Nine Dollars and No Cents (\$413,249.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$139,993.00
AMENDMENT NO. 1	\$105,989.00
AMENDMENT NO. 2	\$0.00
AMENDMENT NO. 3	\$167,267.00
CONTRACT TO DATE	\$413,249.00

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

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized

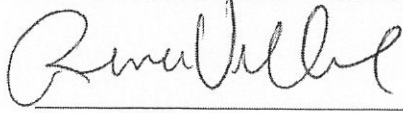
3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

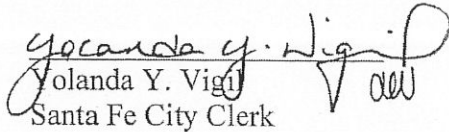
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Renee Villarreal
Chair, Joint Powers Board

12-19-19
Date:

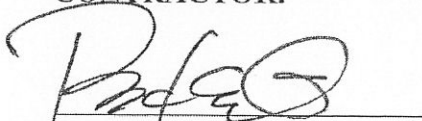
ATTEST:



Yolanda Y. Vigil
Santa Fe City Clerk

1-6-20
Date

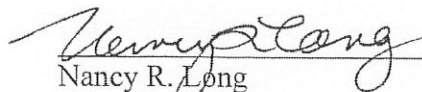
CONTRACTOR:



Ryan Kuntz, P.E.
Vice President
SCS Engineers

12-23-19
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

11-25-19
Date:

ATTACHMENT 4

Amendment No. 2 - Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Engineering, Operation, and Maintenance Services for LFGCS - 2017)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and SCS Engineers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for Services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed

upon by the Agency and Contractor.

2. NOTICES

Article 23, Notices of the Agreement is amended to change the name of the person to receive notice on behalf of Contractor, so that Article 23 reads in its entirety as follows:

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

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswwma.org

CONTRACTOR: Ryan Kuntz, P.E.
Vice President
SCS Engineers
1901 Central Drive, Ste. 550
Bedford, TX 76021
Fax: N/A
Email: RKuntz@SCSEngineers.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. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving

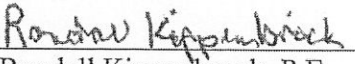
notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Randall Kippenbrock, P.E.
Executive Director

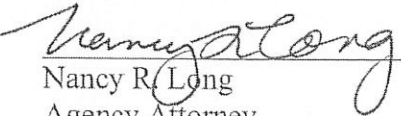
11/26/19
Date:

CONTRACTOR:


Ryan Kuntz, P.E.
Vice President
SCS Engineers

11/30/19
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-25-19
Date:

ATTACHMENT 5

Amendment No. 1 - Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Engineering, Operation and Maintenance Services for LFGCS - 2017)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and SCS Engineers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '19/09/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the continuation of Tasks 1 through 5 – Engineering, Operation and Maintenance Services for calendar year 2019 and add Task 6 – Gas System Expansion Design and Task 7 – Bidding Services for the landfill gas system expansion to be constructed in the Cell 4B area of the Caja del Rio Landfill as described in the Scope of Work attached hereto as Exhibit A.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Five Thousand Nine Hundred Eighty-Nine Dollars and

No Cents (\$105,989.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Forty-Five Thousand Nine Hundred Eighty-Two Dollars and No Cents (\$245,982.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$139,993.00
AMENDMENT NO. 1	\$105,989.00
CONTRACT TO DATE	\$245,982.00

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

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

3. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2019, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed

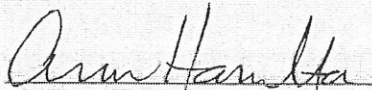
annually, if agreed upon by the Agency and Contractor.

4. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

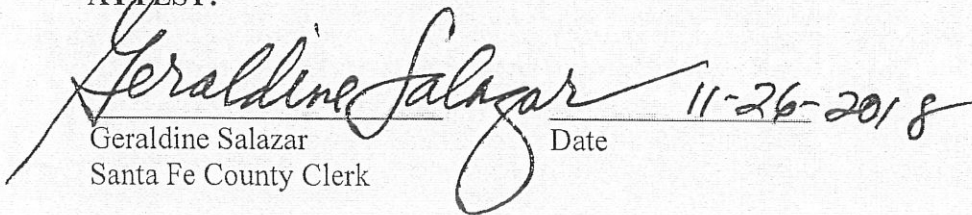
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hamilton
Chair, Joint Powers Board

11/15/18
Date:

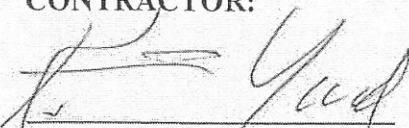
ATTEST:


Geraldine Salazar
Santa Fe County Clerk

11-26-2018
Date

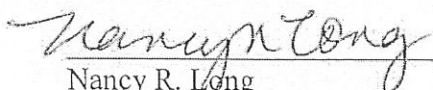


CONTRACTOR:


Kevin D. Yard, P.E.
Vice President
SCS Engineers

11/19/18
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-15-18
Date:

EXHIBIT A
Scope of Services
for
SCS Engineers

October 29, 2018
SCS Proposal No. 160251218

Ms. Danita Boettner, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506

(sent via email)

Re: Proposed Scope and Fee - 2019 Services
Santa Fe Solid Waste Management Agency RFP # '18/09/P
Engineering, Operation and Maintenance Services for Caja Del Rio Landfill
Gas Collection System at the Caja Del Rio Landfill, Santa Fe, New Mexico

Dear Danita:

Per our discussion, this letter presents the proposed calendar year 2019 (December 2018 through November 2019) scope, schedule, cost, and fee schedule. It also presents a scope for future tasks that might be needed during the 4-year total contract period. We have organized the documents as follows for insertion into the Agency's standard contract form:

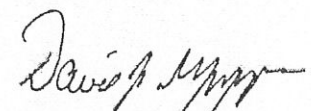
- Exhibit A - Scope and Schedule;
- Exhibit B - Task Fees; and
- Exhibit C - Fee Schedule.

We very much appreciate the opportunity to continue providing these engineering and the O&M services to SFSWMA. Please do not hesitate to contact us with any questions or if you would like any additional information.

Sincerely,



Jason Lewallen
Project Manager
SCS FIELD SERVICES



David J. Mezzacappa, P.E.
Vice President
SCS ENGINEERS

Attachments

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES FOR THE CAJA DEL
RIO LANDFILL GAS COLLECTION SYSTEM
AT THE CAJA DEL RIO LANDFILL**

Project Description

This scope of services is to provide SFSWMA with engineering, and operation and maintenance services as set forth in the Request for Proposal (RFP #18/09/P), Engineering, Operation, and Maintenance Services for the Caja Del Rio Landfill Gas Collection System at the Caja Del Rio Landfill.

This grouping of services consists of compliance-related services encompassing the landfill's annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; and support related to new filings needed for 40 CFR 60, Subpart XXX (New Source Performance Standards, or "NSPS"). This proposal also includes operation, maintenance, and monitoring (OM&M) services (both routine and non-routine) for the gas collection and control system (GCCS); design services for the GCCS expansion (construction plans, specifications, and bid documents); and bid support services for GCCS expansion project.

SCS proposes to organize our work for December 2018-November 2019 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – O&M Routine and Non-Routine Services;
- Task 4 – Enclosed Flare Source Test Submittal (40 CFR 60, Subpart XXX);
- Task 5 – NSPS Reporting (40 CFR 60, Subpart XXX);
- Task 6 – Gas System Expansion Design; and
- Task 7 – Bidding Support Services.

Tasks 1 and 3 are updated with new budget annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks are inevitably needed. For tasks 4 and 5, the landfill becomes subject to the full "new" NSPS rule (40 CFR 60, Subpart XXX) control requirements on May 23, 2019. As such, Tasks 4 and 5 are included since the initial NSPS report under these new rules will need to be submitted by November 19, 2019 (within 180 days of the startup date). This initial report will need to include source test data (which we assume will be the original source test provided to the Air Quality Bureau again as opposed to a new source test). Tasks 6 and 7 are included assuming that a gas system expansion will be designed for bidding in October 2019 per our recent budget discussions. We assume that the construction (and construction quality assurance) will occur during the next contract period (likely beginning in December 2019 or thereabouts).

The following items are future tasks anticipated to be needed in future years when gas system construction occurs and when the Title V permit is required to be renewed (likely will need to be

started in early 2021). These tasks will therefore be fully priced and authorized in future amendments to this agreement:

- Task 8 – Gas System CQA; and
- Task 9 – Title V Permit Renewal.

SCOPE OF WORK

Task 1 – Air-Related Reporting

Subtask - NSPS, SSM, and Title V Reporting

Task 1 includes services in calendar year 2019 related to required New Source Performance Standards (NSPS), Startup, Shutdown and Malfunction (SSM), and Title V reporting. This includes one reporting event in April 2019 and one in October 2019. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart WWW. The second, newer NSPS rules contained in 40 CFR 60, Subpart XXX are being included under a separate task. It is assumed that no liquids addition reporting under XXX will be required in 2019 also; however, if this is needed it can be accommodated under on-call services.

The Title V reports report the facility’s compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of compliance deviations semi-annually (if any deviations occurred) and certification of overall compliance with all air-related requirements in the Title V permit annually. For this task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS’ use in preparing these reports.

The rule requiring the SSM Plan requires that semi-annual report filings be submitted detailing aspects of the GCCS’ operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare.

NSPS reporting requires documentation of the following per 40 CFR §60.757(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and SSM report drafts for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) submittal, or submit them to the AQB

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

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

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work generally associated the gas system or emissions control including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support needed specifically in 2019 as two sets of NSPS rules come into effect concurrently since there may be unanticipated issues to sort out and maintain compliance;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Deliverables: Although the tasks to be covered under on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored on a monthly basis per NSPS requirements. After May 23, 2019, the monitoring will encompass requirements of both 40 CFR 60, Subparts WWW and XXX until EPA provides resolution as to whether one or the other is to be followed. During the past year, SCS has performed regular monthly monitoring of the 20 extraction wells currently in operation. The need

- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

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

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

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

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

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

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with

usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: *Hard copy O&M reports will be provided to SFSWMA monthly and SEM monitoring reports will be provided quarterly.*

Non-Routine Services

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

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

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

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-Routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

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

Task 4 – Enclosed Flare Source Test Submittal (40 CFR 60, Subpart XXX)

The “new” NSPS rule (40 CFR 60, Subpart XXX) requires that, within 180 days of NSPS-required gas system startup (currently projected to be November 19, 2019), that a source test be performed to show that the control device is adequately combusting the landfill gas. An NSPS source test was originally performed on the existing enclosed flare at the landfill in 2010. Current plans by industry are to not retest flares that already performed NSPS source testing, but to submit letters soon after the XXX NSPS control date of May 23, 2019 providing the original test and indicating that no new testing is proposed. In this way if the jurisdiction requests new testing, the site would still have time prior to the 180-day initial reporting requirement.

As such, for this task, SCS will prepare a letter to AQB proposing that the original source test for the WWW NSPS rules be accepted to satisfy the XXX source testing requirement. The letter will be checked internally for conformance with other sites as available to SCS. The letter will then be provided to SFSWMA for review and approval prior to SCS’ transmittal of this letter to AQB. Time is included for SCS to coordinate routine comments which might be received by AQB on this submittal. If a source test is required, it can be covered under on-call services or a separate proposal can be provided.

Deliverables: An electronic draft of this submittal will be provided to SFSWMA for review. Two final copies will be provided for SFSWMA’s records in addition to the appropriate copies for the AQB (EPA has stated not to send them hard copies of XXX submittals). In addition, all deliverables will be provided electronically in PDF format.

Task 5 – NSPS Reporting (40 CFR 60, Subpart XXX)

At this time there are two NSPS rules (40 CFR 60, Subpart WWW and Subpart XXX) that the landfill is subject to. Until EPA provides clarity on possibly how a site may exit the original NSPS rule to move into the newer rule, industry and EPA are recommending parallel compliance with both rules.

Task 5 includes services projected to be needed beginning in late 2019 for stand-alone “initial” NSPS reporting under 40 CFR 60, Subpart XXX. Although this task assumes that the report will be submitted in hard-copy form to NMED only, SCS will also submit this electronically to EPA as required and if EPA’s electronic reporting system is in-place by the time the first report is required.

Much like the current NSPS rule’s reporting content requirements, the requirements under NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days and times/duration when the flare was not operating; and
- Any flare free-venting in excess of one hour.

Initial NSPS report also include requirements for other general information, which will be included in this first submittal. It is anticipated that, after this initial submittal, that subsequent XXX reports can be submitted concurrently with Title V and other reporting on the landfill’s current April/October schedule.

As part of this task, as with all air quality submittals, SCS will keep track of the relevant XXX reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS report draft for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) and/or EPA submittal, or submit them on SFSWMA’s behalf. As noted in the schedule, since the initial XXX report is due 180 days after XXX control requirements (180 days would be November 19, 2019), SCS recommends that the initial XXX NSPS report be provided by October 30, 2019 covering data through September 30th.

Deliverables: An electronic draft will be provided to SFSWMA for review (a hard copy can be provided upon request). Two final copies will be provided for SFSWMA’s records in addition the appropriate copies for the AQB (EPA has stated not to send them copies of XXX submittals). In addition, all deliverables will be provided electronically in PDF format.

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current GCCS will have been in place in excess of 5 years in 2020. To have gas collection into this area by 2020 this task is included to provide design services for this GCCS expansion in 2019. SCS will prepare bid-level plans and specifications for the expansion of the GCCS into future areas as required by the NSPS rule. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document and subsequent emails provided to the Agency for budgeting purposes. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

with printouts (up to 3 hard copies of the construction documents). All deliverables will be provided electronically via PDF.

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of the gas system design included in Task 6. Services to be provided shall include the following:

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

For this subtask, SCS has also included fees for air travel expenses, hotel, and rental car for attendance at the pre-bid conference.

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

Schedule

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

For Task 1 – Annual NSPS, SSM, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2019. Data will be collected, processed, and emissions calculation prepared. In March 2019, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by March 31, 2019, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – (various routine O&M services) will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-

routine services may be needed at any time.

Task 4 – Enclosed Flare Source Testing Submittal – This submittal will be prepared for a May 2019 submittal to the Air Quality Bureau so that, if they do not accept the original source test and require a new one, SCS can work with SFSWMA to prepare a proposal and perform the test.

Task 5 – NSPS Reporting (40 CFR 60, Subpart XXX) - Since the initial XXX report is due 180 days after XXX control requirements (180 days would be November 19, 2019), SCS recommends that the initial XXX NSPS report be provided by October 30, 2019 covering data through September 30th.

Task 6 – Gas System Expansion Design – Based on our prior planning this year, we assume that this work will begin around June 2019 for bidding in approximately October 2019. We will confirm this schedule with you in early 2019.

Task 7 – Bidding Support Services – These services will be performed mostly in October (assuming that is the month when bidding occurs). The schedule shows this work happening between September and November to accommodate any additional work around the bid date that might be needed.

SCOPE FOR FUTURE TASKS

Task 8 – Gas System CQA

This task will cover any construction quality assurance services the Agency will need for gas system construction during our contract. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Subtask 8.1 – Observation and Documentation of Well Installation

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

- SCS will be on-site during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS will document construction activities through field notes and/or photographs and significant events (including weather delays) on a daily basis. Significant changes in quantity and time will be recorded.
- SCS will prepare extraction well boring logs and installation records, which will be included in the as-built documentation report, as described in Subtask 8.4.

SCS assumes that this subtask will require daily observation. As such, the above services for Subtask 8.1 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day during drilling. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, and lodging.

Subtask 8.2 – Observation of LFG Collection Piping and Condensate Management System Construction

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

- Attendance at a pre-construction meeting.
- Observe lateral and header pipe construction. An SCS inspector will be on-site daily during installation and testing of LFG collection and condensate management piping (this can be negotiated with the Agency for each construction event if less on-site time is desired).
- Observe the installation of condensate management system, such as condensate sumps, piping, and valves.
- Observe the installation or construction of other components of the project and perform project inspections at critical points or of critical components during the progress of the project, as agreed upon by SFSWMA and SCS.
- Attend construction progress meetings. Site visits noted above will be scheduled on the same days as construction meeting to provide a cost-savings to SFSWMA.
- While present on-site the SCS inspector will observe and document damage to installed materials and notify appropriate individuals to initiate corrective action.

- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

For this subtask, SCS will also included fees for expenses such as: CQA field vehicle, lodging, and meals at per diem.

Subtask 8.3 – Project Management During Construction

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

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.

Subtask 8.4 – As-Built Documentation Report

This task includes preparation of an as-built report. Upon completion of the project, SCS will prepare and submit an as-built report that will include construction correspondence, meeting minutes, daily reports, well installation records, boring logs, record drawings, photographs, piping pressure test results, material submittals, and other data, as gathered during Task 8.1 through 8.3.

Additionally, SCS will include the as-built survey data for all installed components as specified in the Technical Specifications, as provided by the Contractor. Alternately, SCS may provide on-site surveying if desired by the Agency.

Deliverables: Up to 3 hard copies of As-Built Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtask 8.4. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Title V Permit Renewal

The current Title V permit became effective on August 30, 2017, and a renewal application will be required four years from that date (by August 30, 2021). This task will cover the preparation of that renewal application. For this task, SCS will work closely with Air Quality Services, Inc. (AQS) based in Santa Fe, as they are available when the renewal is required.

As an initial task for this work, SCS will prepare a list of needed information from SFSWMA. This information needs list will include everything SCS needs to prepare the renewal application. SCS will then prepare the application to renew the Title V permit. This renewal application will contain NMED's appropriate forms – currently the universal application parts one, two, three, and four. During preparation of the application, SCS will work with SFSWMA to verify the different emission sources that must be included, and to update this information where these sources might differ from what is currently permitted. Title V permit renewals do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, as you approve.

In addition to the above scope of work, this task may cover the following services after the submittal of the Title V renewal application to NMED. Follow-up services may include the following:

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

These services will likely fall into the next 4-year contract period. However, if any of these services are required, SCS may prepare a separate amendment for your consideration.

Deliverables: Electronic copies will be provided of all application components for SFSWMA files along with printouts (up to 6 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.

**EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2019 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL**

Task	Date													
	2018	2019												
	D	J	F	M	A	M	J	J	A	S	O	N		
1 - Annual NSPS, SSM, and Title V Reporting, NM Emission Inventory, & GHG Reporting														<= Prepare NSPS/SSM/TV Reports by April 30 and October 30, 2019. Prepare NM Emissions Inventory and GHG Emissions by March 31, 2019.
2 - On-Call Services														<= Perform additional services tasks as needed.
3 - O&M Routine Services														<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring														<= Perform quarterly.
3 - O&M Non-Routine Services														<= Perform as-needed.
4 - Enclosed Flare Source Test Submittal (XXX)														<= Submit source test letter May 2019.
5 - NSPS Reporting (40 CFR 60, Subpart XXX)														<= Submit by October 30, 2019.
6 - Gas System Expansion Design														<= Assume work begins in June for October bidding.
7 - Bidding Support Services														<= Assumed bidding in October.

**Exhibit B. Rates and Not-to-Exceed Fees
2019 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	16	\$3,200.00
Sr. Project Professional	\$150.00	hours	18	\$2,700.00
CAD Designer	\$118.00	hours	4	\$472.00
Staff Professional 3	\$120.00	hours	80	\$9,600.00
Secretarial/Clerical	\$67.00	hours	8	\$536.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$400.00	lump sum	1	\$400.00
Hourly Computer Fee	\$3.50	per hour	126	\$441.00
Subtotal Less Gross Receipts Tax				\$17,649.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Credit for Projected Total Remaining from Current Contract				\$4,300.00
Subtotal Task 1				\$13,349.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	14	\$2,800.00
Sr. Project Professional	\$150.00	hours	8	\$1,200.00
CAD Designer	\$118.00	hours	4	\$472.00
Staff Professional 3	\$120.00	hours	40	\$4,800.00
Secretarial/Clerical	\$67.00	hours	4	\$268.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$115.00	lump sum	1	\$115.00
Hourly Computer Fee	\$3.50	per hour	70	\$245.00
Subtotal Less Gross Receipts Tax				\$10,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Credit for Projected Total Remaining from Current Contract				\$6,500.00
Subtotal Task 2				\$3,500.00

Task 3 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,100.00	lump sum	1	12	\$25,200.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$600.00	lump sum	1	4	\$2,400.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,400.00	lump sum	1	4	\$5,600.00
Reporting (O&M, SEM, SSMs)	\$1,300.00	lump sum	1	12	\$15,600.00
Subtotal Less Gross Receipts Tax					\$66,800.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,424.00
Credit for Projected Total Remaining from Current Contract					\$20,300.00
Subtotal Task 3 - Routine Services					\$49,924.00
Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$40,000.00	lump sum	1	1	\$40,000.00
Subtotal Less Gross Receipts Tax					\$40,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,050.00
Credit for Projected Total Remaining from Current Contract					\$37,700.00
Subtotal Task 3 - Non-Routine Services					\$4,350.00
Total Task 3					\$54,274.00

NOTES:
Routine O&M Services are lump sum.
Non-routine O&M services are based on time-and-materials NTE.

Exhibit B. Rates and Not-to-Exceed Fees
2019 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 4 - Enclosed Flare Source Test Submittal (40 CFR 60, Subpart XXX)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	12	\$2,400.00
Sr. Project Professional	\$150.00	hours	4	\$600.00
CAD Designer	\$118.00	hours	0	\$0.00
Staff Professional 3	\$120.00	hours	0	\$0.00
Secretarial/Clerical	\$67.00	hours	2	\$134.00
Expenses				
Telephone/Fax/Postage	\$50.00	lump sum	1	\$50.00
Reproduction	\$300.00	lump sum	1	\$300.00
Hourly Computer Fee	\$3.50	per hour	18	\$63.00
Subtotal Less Gross Receipts Tax				\$3,547.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 4				\$3,547.00

Task 5 - NSPS Reporting (40 CFR 60, Subpart XXX)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	8	\$1,600.00
Sr. Project Professional	\$150.00	hours	16	\$2,400.00
CAD Designer	\$118.00	hours	2	\$236.00
Staff Professional 3	\$120.00	hours	16	\$1,920.00
Secretarial/Clerical	\$67.00	hours	2	\$134.00
Expenses				
Telephone/Fax/Postage	\$50.00	lump sum	1	\$50.00
Reproduction	\$200.00	lump sum	1	\$200.00
Hourly Computer Fee	\$3.50	per hour	44	\$154.00
Subtotal Less Gross Receipts Tax				\$6,694.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 5				\$6,694.00

Task 6 - Gas System Expansion Design				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	8	\$1,600.00
Sr. Project Professional	\$150.00	hours	24	\$3,600.00
CAD Designer	\$118.00	hours	50	\$5,900.00
Staff Professional 3	\$120.00	hours	32	\$3,840.00
Secretarial/Clerical	\$67.00	hours	4	\$268.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00
Hourly Computer Fee	\$3.50	per hour	118	\$413.00
Subtotal Less Gross Receipts Tax				\$16,521.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 6				\$16,521.00

Task 7 - Bidding Support Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$200.00	hours	4	\$800.00
Sr. Project Professional	\$150.00	hours	24	\$3,600.00
CAD Designer	\$118.00	hours	6	\$708.00
Staff Professional 2	\$100.00	hours	12	\$1,200.00
Secretarial/Clerical	\$67.00	hours	4	\$268.00
Expenses				
Telephone/Fax/Postage	\$150.00	lump sum	1	\$150.00
Reproduction	\$110.75	lump sum	1	\$110.75
Travel Expenses (Hotel, Vehicle, Airfare, etc.)	\$1,000.00	lump sum	1	\$1,000.00
Hourly Computer Fee	\$3.50	per hour	50	\$175.00
Subtotal Less Gross Receipts Tax				\$8,011.75
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$92.25
Subtotal Task 7				\$8,104.00

Exhibit B. Rates and Not-to-Exceed Fees
2019 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$13,349
Task 2 - Engineering On-Call Services Total	\$3,500
Task 3 - Routine O&M Services Total	\$49,924
Task 3 - Non Routine O&M Services Total	\$4,350
Task 4 - Enclosed Flare Source Test Submittal (40 CFR 60, Subpart XXX)	\$3,547
Task 5 - NSPS Reporting (40 CFR 60, Subpart XXX)	\$6,694
Task 6 - Gas System Expansion Design	\$16,521
Task 7 - Bidding Support Services	\$8,104
GRAND TOTAL	\$105,989

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2018 through November 30, 2019)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	67
CAD Draftsperson	72
Secretarial/Clerical	67
Project Administrator	72
Associate Staff Professional	85
Technician.....	88
Senior Project Administrator	85
Sr. Technician.....	98
Staff Professional I.....	95
Office Service Manager	98
Staff Professional II	100
CAD Designer.....	118
Project Professional I/Staff Professional III.....	120
Sr. Staff Professional.....	130
Project Professional II	135
H&S Specialist	135
CQA Manager	150
Senior Project Professional	150
Project Manager II.....	175
Project Director I.....	185
Project Director II.....	200
Satellite Office Manager.....	205
SCS Field Services - Technical Field Personnel	
Laborer.....	58
Fusion Technician.....	72
Technician.....	86
Senior Technician	105
Superintendent	108
Senior Superintendent.....	135
Field Compliance Officer	165

General Terms

1. Labor rates are in effect until November 30, 2019. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.55 per mile. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Computer time will be invoiced at \$3.50 per billable hour (non-field work).
5. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
6. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
7. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective February 1, 2018 through January 31, 2019)

	Rate (\$)
GEM 5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod.....	10/day
SEM 500/TVA 2020/TDL 500/FID Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles.....	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
4-Gas Meter	50/day
Magnehelic Pressure Set.....	20/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump	15/each
Dewatering Pump (Trash Pump)	45/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week
• Monthly Rate	1,500/month
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate.....	200/week

	Rate (\$)
Pipe Laser:	
• Daily Rate	50/day
• Weekly Rate.....	220/week
• Monthly Rate	650/month
Water Trailer.....	75/day
PAS 3000 Personal Air Sampling Pump	25/day
Tedlar Bag (10-Liter).....	40/each
Non-Contaminating Air Sampling Pump.....	25/day
Interface Probe.....	50/day

PART 1 Submersible Pump:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

Water Level Indicator:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

100-Foot Temperature Probe:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate
- Weekly Rate.....
- Monthly Rate

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate
- Weekly Rate.....
- Monthly Rate

	Rate (\$)
No. 26 P.E. Fusion Machine (2''-6''):	
• Daily Rate	150/day
• Weekly Rate.....	450/week
• Monthly Rate	1,350/month
No. 28 P.E. Fusion Machine (2''-8''):	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
412 P.E. Fusion Machine (4''-12''):	
• Daily Rate	225/day
• Weekly Rate.....	675/week
• Monthly Rate	2,025/month
618 P.E. Fusion Machine with Tool Truck (6''-18''):	
• Daily Rate	400/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,000/month
Trackstar 500 Fusion Machine:	
• Daily Rate	425/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,050/month
Friatec Electrofusion Machine:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Sidewinder P.E. Fusion Machine.....	100/day
Extrusion Welding Gun	120/day
Air Compressor.....	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day

	Rate (\$)
Generator (6,000-Watt):	
• Daily Rate	65/day
Generator (8,000 Watt):	
• Daily Rate	75/day
• Weekly Rate	225/week
Isolation Pinch-off Tools:	
• Daily Rate	25/day
• Weekly Rate	75/week
• Monthly Rate	225/month
Plate/Rammer/Jumping Jack Compactor	75/day
4-Wheeler (ATV):	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate	450/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	100/day
• Weekly Rate	300/week
• Monthly Rate	900/month
Riding Mower:	
• Daily Rate	175/day
• Weekly Rate	525/week
• Monthly Rate	1,575/month
Chain Saw:	
• Daily Rate	10/day
• Weekly Rate	30/week
• Monthly Rate	90/month
Horiba Water Quality Meter:	
• Daily Rate	40/day
• Weekly Rate	120/week
• Monthly Rate	360/month

	Rate (\$)
Hydrogen Sulfide Meter:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Infrared Thermometer:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Micropurge Flow Cell (Groundwater):	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Oilless Compressor and Control Box (Groundwater):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
• Monthly Rate	675/month

Earth/Resistance Tester:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Pitot Tube and Gauges:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Pressure Washer:	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	300/month

Squeeze Tool:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

	Rate (\$)
Turbidity Meter/Conductivity Meter:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
•	
Vacuum Air Pump:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Downhole Video Camera System.....	200/day
Weed Trimmer	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Safety Equipment:	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair)	15/each
• Rubber booties (per pair).....	15/each
• Organic Vapor Cartridges (per pair).....	20/each
• Organic Vapor/Acid Cartridges (per pair).....	25/each
• Cartridges pre-filters (per pair).....	15/each
• Half face respirator (each)	20/day
• Full face respirator (each).....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
Daily Rate	35/day
Weekly Rate.....	105/week
Monthly Rate	315/month
• SCBA	55/day

General Terms

1. Rates are in effect until November 30, 2019. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

ATTACHMENT 6
Professional Services Agreement
with
SCS Engineers

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Engineering, Operation and Maintenance Services for LFGCS - 2017)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and SCS Engineers ("Contractor") for engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '18/09/P) as described in Exhibit A and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Thirty-Nine Thousand Nine Hundred Ninety-Three Dollars and No Cents (\$139,993.00).

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.

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

actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 15, 2018, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

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

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

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

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

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

9. **OWNERSHIP OF WRITTEN PRODUCTS**

A. All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of

Agency without restriction or limitation upon its use or dissemination by Agency. Contractor retains copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

10. CONFLICT OF INTEREST

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

11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

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

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for

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

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

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

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

14. INDEMNIFICATION

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

such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, 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.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

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

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

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

AGENCY: Randall Kippenbrock, P.E., Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Kevin D. Yard, P.E., BCEE
Vice President
SCS Engineers
1901 Central Drive, Ste. 550
Bedford, TX 76021
Fax: (871) 571-2188
Email: KYard@SCSEngineers.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. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

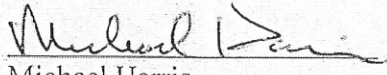
24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

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

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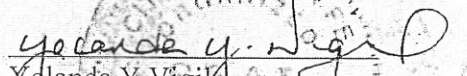
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

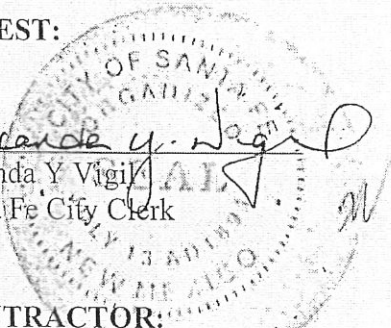
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Michael Harris
Chairperson

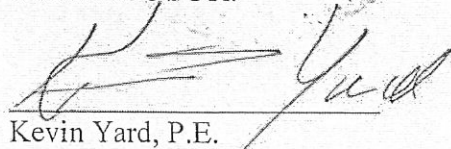
11/9/17
Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

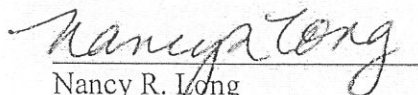


CONTRACTOR:


Kevin Yard, P.E.
Vice President
SCS Engineers

11/27/17
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-9-17
Date:

EXHIBIT A
Scope of Services
for
Contractor

SCS ENGINEERS

October 26, 2017
SCS Proposal No. 160236217

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506

(sent via email)

Re: Proposed Scope and Fee – 2018 Services
Santa Fe Solid Waste Management Agency RFP # '18/09/P
Engineering, Operation and Maintenance Services for Caja Del Rio Landfill Gas Collection
System at the Caja Del Rio Landfill, Santa Fe, New Mexico

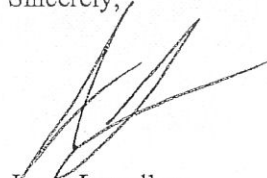
Dear Randall:

Per our discussion, this letter presents the proposed calendar year 2018 (December 2017 through November 2018) scope, schedule, cost, and fee schedule. It also presents a scope for future tasks that might be needed during the 4-year total contract period. We have organized the documents as follows for insertion into the Agency's standard contract form:

Exhibit A – Scope and Schedule;
Exhibit B – Task Fees; and
Exhibit C – Fee Schedule.

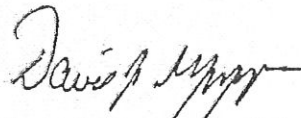
We very much appreciate the opportunity to continue providing these engineering and the O&M services to SFSWMA. Please do not hesitate to contact us with any questions or if you would like any additional information.

Sincerely,



Jason Lewallen
Project Manager
SCS FIELD SERVICES

Attachments



David J. Mezzacappa, P.E.
Vice President
SCS ENGINEERS

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES FOR THE CAJA DEL
RIO LANDFILL GAS COLLECTION SYSTEM
AT THE CAJA DEL RIO LANDFILL**

Project Description

This scope of services is to provide SFSWMA engineering, operation and maintenance services as set forth in the Request for Proposal (RFP #’18/09/P), Engineering, Operation, and Maintenance Services for the Caja Del Rio Landfill Gas Collection System at the Caja Del Rio Landfill. This grouping of services consists of compliance-related services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; and support related to new filings needed for 40 CFR 60, Subpart XXX (New Source Performance Standards, or “NSPS”). It also includes operation and maintenance services (both routine and non-routine) for the GCCS.

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated October 4, 2017, and subsequent discussions with SFSWMA, SCS proposes to organize our work for 2018 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services; and
- Task 3 – O&M Routine and Non-Routine Services.

Tasks 1 and 3 are updated with new budget annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. No new gas system construction is anticipated to be needed during the 2018 period of this scope.

The following items are future tasks anticipated to be needed through the contract period, but not likely to be needed until after 2018. As such, these will be fully priced and authorized in future amendments to this agreement:

- Task 4 – Enclosed Flare Source Testing under 40 CFR 60, Subpart XXX;
- Task 5 – NSPS Reporting (40 CFR 60, Subpart XXX);
- Task 6 – Gas System Expansion Design;
- Task 7 – Bidding Support Services;
- Task 8 – Gas System CQA; and
- Task 9 – Title V Permit Renewal.

SCOPE OF WORK

Task 1 – Air-Related Reporting

Subtask - NSPS, SSM, and Title V Reporting

Task 1 includes services in calendar year 2018 related to required New Source Performance Standards (NSPS), Startup, Shutdown and Malfunction (SSM), and Title V reporting. This includes one reporting event in April 2018 and one in October 2018. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart WWW. The second, newer NSPS rules contained in 40 CFR 60, Subpart XXX are not anticipated to take full effect until sometime in 2020. It is assumed that no liquids addition reporting under XXX will be required in 2018; however, if this is needed it can be accommodated under on-call services.

The Title V reports report the facility’s compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of compliance deviations semi-annually (if any deviations occurred) and certification of overall compliance with all air-related requirements in the Title V permit annually. For this Task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS’ use in preparing these reports.

The rule requiring the SSM Plan requires that semi-annual report filings be submitted detailing aspects of the GCCS’ operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare.

NSPS reporting requires documentation of the following per 40 CFR §60.757(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and SSM report drafts for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) submittal, or submit them to the AQB on SFSWMA’s behalf.

Deliverables: An electronic draft will be provided to SFSWMA for review (a hard copy can be provided upon request). Two final copies will be provided for SFSWMA’s records in addition the appropriate copies for the AQB. In addition, all deliverables will be provided electronically in PDF format.

Subtask - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2017 emissions inventory for the landfill. This inventory, which will be filed online, is scheduled to be submitted by April 1, 2018. In preparation for this task, SCS will prepare a list of needed information. This list will include everything SCS needs to calculate 2017 emissions, such as 2017 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations will not be required since Federal reporting is prepared. However, SCS will compile and submit GHG emissions to AQB also if needed as part of this task.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittal to AQB as the certifier. A copy of the emissions spreadsheets will be provided to SFSWMA and AQB, as has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that and emissions fees themselves are not included in this proposal.

***Deliverables:** PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare a sealed memorandum hard copy for SFSWMA files and submit up to two hard copies of this memorandum.*

Subtask - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2017 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2018. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, as of 2017 AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2017 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

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

reporting was completed. This memorandum will be sealed by a professional engineer registered in the State of New Mexico.

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

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

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

Deliverables: Although the tasks to be covered under on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored on a monthly basis per NSPS requirements. During the past year, SCS has performed regular monthly monitoring of the 20 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date in 2017 as wells have been maintained within required NSPS operating parameters. However, we advise that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2018 scope of work for availability if needed. Initial and second monthly readings (15-day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature, oxygen or pressure variations over the month; or other circumstances that warrant twice-a-month readings.

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

- Monitoring and adjusting the 20 extraction wells so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS requirement stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. SCS will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

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

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

Maintenance services for the flare, blower, and associated equipment as recommended by the

manufacturer of the flare - John Zink Maintenance for the blower/flare station will include, but not be limited to:

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

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

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

SCS' approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum. Wells would be "over-pulled" as a result of this higher vacuum. If this condition

("overpulling") is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

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

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

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

Surface Emissions Monitoring

SCS can perform Surface Emissions Monitoring (SEM) using a TVA-1000A flame detector (including around penetrations as defined in 40 CFR 60, Subpart XXX). The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The TVA-1000A would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: Hard copy O&M reports will be provided to SFSWMA monthly and SEM monitoring reports will be provided quarterly.

Non-Routine Services

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

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

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

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

During an emergency event, the Field Services Project Manager and/or other SCS staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist

and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Schedule for authorized Tasks 1 through 3

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

For Task 1 – Annual NSPS, SSM, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2018. Data will be collected, processed, and emissions calculation prepared. In March 2018, the emissions results will be entered into e-GGRT for final reporting to EPA. The next year's reporting will begin in January 2019. Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2018, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – (various routine O&M services) will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services may be needed at any time.

SCOPE FOR FUTURE TASKS

Task 4 – Enclosed Flare Source Testing under 40 CFR 60, Subpart XXX

The “new” NSPS rule (40 CFR 60, Subpart XXX) requires that, within 180 days of NSPS-required gas system startup (currently projected to be November 19, 2019), that a source test be performed to show that the control device is adequately combusting the landfill gas. Although a source test on the flare was previously performed upon current NSPS rule startup (for 40 CFR 60, Subpart WWW), it is currently anticipated that a new test will be required for the Subpart XXX rule, which is being treated as a somewhat stand-alone rule to the current Subpart WWW rule. As such, this task is included here to cover this possible, future source test.

The specific parameters to be tested will include, at a minimum, non-methane organic compound destruction (required by the NSPS rule), and both carbon monoxide and nitrous oxide emissions factors. In addition to verifying flare destruction efficiency, the source test will set the minimum allowable flare operating temperature moving forward under the new NSPS rule. This is an important parameter since, if set too high, keeping the flare within the allowable temperature range for NSPS compliance can become difficult. SCS will work with SFSWMA and the testing subcontractor to provide the lowest feasible operating temperature.

For this task, SCS will engage the services of a testing subcontractor which will be selected prior to this work being commenced. The subcontractor will prepare a testing protocol for submittal to NMED, perform the physical testing, and prepare the final source testing report. SCS will likely send a representative to the site to observe the source testing (both pre-test and final test).

As mentioned, a testing protocol will first be prepared for submittal to NMED prior to the source testing event. This document will describe the proposed testing, including the parameters to be tested for, the equipment to be used, and the testing procedures. A pre-test will be conducted the day before the final, actual test. This pre-test will determine whether temperature or wellfield adjustments are needed to optimize testing results. The pre-test procedure has been shown to be very valuable to SCS in the past through the improvement of testing results. Upon completion of the source testing, the testing subcontractor will prepare the source testing report summarizing the results. The NSPS-required source test document must be submitted to NMED with the first semi-annual report under 40 CFR 60, Subpart XXX within 180 days of NSPS startup. As such, the final report will be submitted to SFSWMA for review and comment and, upon finalization, retained to be a part of the initial semi-annual NSPS submittal. The test will also be submitted electronically as required under the subpart XXX rule and this submittal requirement will be built-in to the final schedule for this task as needed.

Deliverables: An electronic draft will be provided to SFSWMA for review of both the protocol and final source test report (a hard copy can be provided upon request). Two final copies will be provided for SFSWMA's records in addition to the appropriate copies for the AQB and/or EPA. In addition, all deliverables will be provided electronically in PDF format.

Task 5 – NSPS Reporting (40 CFR 60, Subpart XXX)

Task 5 includes services projected to be needed beginning in late 2019 for stand-alone NSPS reporting under the “new” NSPS rule (40 CFR 60, Subpart XXX). At this time, this rule is being seen as a separate rule from the current NSPS rule (40 CFR 60, Subpart WWW). This reporting is anticipated to be required annually (not semi-annually as under the current NSPS rule). The source test shown in Task 6 below will be included in this first annual report also. Although currently this report will be submitted in hard-copy form, SCS will submit this electronically to EPA if required and if EPA’s electronic reporting system is in-place by the time the first report is required.

Much like the current NSPS rule’s reporting content requirements, the requirements under NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days and times/duration when the flare was not operating; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS report draft for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) and/or EPA submittal, or submit them on SFSWMA’s behalf.

Deliverables: An electronic draft will be provided to SFSWMA for review (a hard copy can be provided upon request). Two final copies will be provided for SFSWMA’s records in addition the appropriate copies for the AQB and/or EPA. In addition, all deliverables will be provided electronically in PDF format.

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system will have been in place in excess of 5 years during the contract period. Per the current federal NSPS Rules for landfills, gas collection from these cells will eventually be required. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into future areas as required by the NSPS rule. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;

- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill will be sufficient for development of the construction plans. Additionally, our specifications will require that the contractor perform a pre-construction survey at the well locations to confirm well depth, and, based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer.

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

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

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

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

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

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of any gas system expansion construction project. Services to be provided shall include the following:

- Attendance by SCS at a pre-bid conference for the project (optional).
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders.
- Addenda will be issued, if necessary, to all plan holders. Our fee estimate assumes the preparation of up to one addendum.
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents.
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

For this subtask, SCS has also included fees for air travel expenses, hotel, and rental car for attendance at the pre-bid conference, if necessary.

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

Task 8 – Gas System CQA

This task will cover any construction quality assurance services the Agency will need for gas system construction during our contract. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Subtask 8.1 – Observation and Documentation of Well Installation

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

- SCS will be on-site during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS will document construction activities through field notes and/or photographs and significant events (including weather delays) on a daily basis. Significant changes in quantity and time will be recorded.
- SCS will prepare extraction well boring logs and installation records, which will be included in the as-built documentation report, as described in Subtask 8.4.

SCS assumes that this subtask will require daily observation. As such, our fee estimate assumes that the above services for Subtask 8.1 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day during drilling. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, and lodging.

Subtask 8.2 – Observation of LFG Collection Piping and Condensate Management System Construction

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

- Attendance at a pre-construction meeting.
- Observe lateral and header pipe construction. An SCS inspector will be on-site up to twice per week during installation and testing of LFG collection and condensate management piping (this can be negotiated with the Agency for each construction event if more on-site time is desired).
- Observe the installation of condensate management system, such as condensate sumps, piping, and valves.
- Observe the installation or construction of other components of the project, as necessary, and perform project inspections at critical points or of critical components during the progress of the project, as agreed upon by SFSWMA and SCS.
- Attend construction progress meetings. Site visits noted above will be scheduled on the same days as construction meeting to provide a cost-savings to SFSWMA.
- While present on-site the SCS inspector will observe and document damage to installed materials and notify appropriate individuals to initiate corrective action. Since we will not be on site continuously during construction, we will provide our forms for documenting such occurrences for SFSWMA inspectors or personnel to use in providing this documentation.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

For this subtask, SCS will also included fees for expenses such as: CQA field vehicle, lodging, and meals at per diem.

Subtask 8.3 – Project Management During Construction

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

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).

- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.

Subtask 8.4 – As-Built Documentation Report

This task includes preparation of an as-built report. Upon completion of the project, SCS will prepare and submit an as-built report that will include construction correspondence, meeting minutes, daily reports, well installation records, boring logs, record drawings, photographs, piping pressure test results, material submittals, and other data, as gathered during Task 8.1 through 8.3.

Additionally, SCS will include the as-built survey data for all installed components as specified in the Technical Specifications, as provided by the Contractor. Alternately, SCS may provide on-site surveying if desired by the Agency.

Deliverables: Up to 3 hard copies of As-Built Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtask 8.4. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Title V Permit Renewal

The current Title V permit became effective on August 30, 2017, and a renewal application will be required four years from that date (by August 30, 2021). This task will cover the preparation of that renewal application. For this task, SCS will work closely with Air Quality Services, Inc. (AQS) based in Santa Fe, as they are available when the renewal is required.

As an initial task for this work, SCS will prepare a list of needed information from SFSWMA. This information needs list will include everything SCS needs to prepare the renewal application. SCS will then prepare the application to renew the Title V permit. This renewal application will contain NMED's appropriate forms – currently the universal application parts one, two, three, and four. During preparation of the application, SCS will work with SFSWMA to verify the different emission sources that must be included, and to update this information where these sources might differ from what is currently permitted. Title V permit renewals do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, as you approve.

In addition to the above scope of work, this task may cover the following services after the submittal of the Title V renewal application to NMED. Follow-up services may include the following:

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

These services will likely fall into the next 4-year contract period. However, if any of these services are required, SCS may prepare a separate amendment for your consideration.

***Deliverables:** Electronic copies will be provided of all application components for SFSWMA files along with printouts (up to 6 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.*

**EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2018 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL**

Task	Date													
	2017	2018												
	D	J	F	M	A	M	J	J	A	S	O	N		
1 - Annual NSPS, SSM, and Title V Reporting, NM Emission Inventory, & GHG Reporting														<= Prepare NSPS/SSM/TV Reports by April 30 and October 30, 2018. Prepare NM Emissions Inventory and GHG Emissions by March 31, 2018.
2 - On-Call Services														<= Perform additional services tasks as needed.
3 - O&M Routine Services														<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring														<= Perform quarterly.
3 - O&M Non-Routine Services														<= Perform as-needed.

**Exhibit B. Rates and Not-to-Exceed Fees
2018 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$195.00	hours	16	\$3,120.00
Sr. Project Professional	\$145.00	hours	12	\$1,740.00
CAD Designer	\$115.00	hours	4	\$460.00
Staff Professional 2	\$115.00	hours	94	\$10,810.00
Secretarial/Clerical	\$65.00	hours	8	\$520.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Hourly Computer Fee	\$3.50	per hour	134	\$469.00
Subtotal Less Gross Receipts Tax				\$17,719.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 1				\$17,719.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Project Director 2	\$195.00	hours	12	\$2,340.00
Sr. Project Professional	\$145.00	hours	12	\$1,740.00
CAD Designer	\$115.00	hours	4	\$460.00
Staff Professional 2	\$115.00	hours	40	\$4,600.00
Secretarial/Clerical	\$65.00	hours	6	\$390.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$111.00	lump sum	1	\$111.00
Hourly Computer Fee	\$3.50	per hour	74	\$259.00
Subtotal Less Gross Receipts Tax				\$10,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 2				\$10,000.00

Task 3 - O&M Services					
Routine - Services					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,100.00	lump sum	1	12	\$25,200.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$600.00	lump sum	1	4	\$2,400.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,400.00	lump sum	1	4	\$5,600.00
Reporting (O&M, SEM, SSMs)	\$1,300.00	lump sum	1	12	\$15,600.00
Subtotal Less Gross Receipts Tax					\$66,800.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,424.00
Subtotal Task 3 - Routine Services					\$70,224.00
Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$40,000.00	lump sum	1	1	\$40,000.00
Subtotal Less Gross Receipts Tax					\$40,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,050.00
Subtotal Task 3 - Non-Routine Services					\$42,050.00
Total Task 3					\$112,274.00

NOTES:

Routine O&M Services are lump sum.

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

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$17,719
Task 2 - Engineering On-Call Services Total	\$10,000
Task 3 - Routine O&M Services Total	\$70,224
Task 3 - Non Routine O&M Services Total	\$42,050
GRAND TOTAL	\$139,993

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2017 through November 30, 2018)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	65
CAD Draftsperson	65
Secretarial/Clerical	65
Project Administrator	72
Associate Staff Professional	75
Technician.....	83
Senior Project Administrator	85
Sr. Technician.....	93
Staff Professional I.....	95
Office Service Manager	95
Project Professional I.....	105
CAD Designer.....	113
Staff Professional II	115
Sr. Staff Professional.....	125
Project Professional II	130
H&S Specialist	135
CQA Manager	140
Senior Project Professional	145
Project Manager.....	170
Project Director I.....	180
Project Director II.....	195
Satellite Office Manager.....	200
SCS Field Services - Technical Field Personnel	
Laborer.....	58
Fusion Technician.....	70
Technician.....	86
Senior Technician	105
Superintendent	105
Senior Superintendent.....	135
Field Compliance Officer	162

General Terms

1. Labor rates are in effect until November 30, 2018. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.57.5 per mile. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Computer time will be invoiced at \$3.50 per billable hour (non-field work).
5. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
6. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
7. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective February 1, 2017 through January 31, 2018)

	Rate (\$)
GEM 5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod.....	10/day
SEM 500/TVA 2020/TDL 500/FID Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
4-Gas Meter	50/day
Magnehelic Pressure Set	20/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump	15/each
Dewatering Pump (Trash Pump)	45/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week
• Monthly Rate	1,500/month
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate.....	200/week

	Rate (\$)
Pipe Laser:	
• Daily Rate	50/day
• Weekly Rate.....	220/week
• Monthly Rate	650/month
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump	25/day
Tedlar Bag (10-Liter).....	40/each
Non-Contaminating Air Sampling Pump.....	25/day
Interface Probe	50/day

PART 1 Submersible Pump:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

Water Level Indicator:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

100-Foot Temperature Probe:

- Daily Rate
- Weekly Rate.....
- Monthly Rate

Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate
- Weekly Rate.....
- Monthly Rate

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate
- Weekly Rate.....
- Monthly Rate

	Rate (\$)
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	150/day
• Weekly Rate.....	450/week
• Monthly Rate	1,350/month
No. 28 P.E. Fusion Machine (2"-8"):	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	225/day
• Weekly Rate.....	675/week
• Monthly Rate	2,025/month
618 P.E. Fusion Machine with Tool Truck (6"-18"):	
• Daily Rate	400/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,000/month
Trackstar 500 Fusion Machine:	
• Daily Rate	425/day
• Weekly Rate.....	1,500/week
• Monthly Rate	4,050/month
Friatec Electrofusion Machine:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Sidewinder P.E. Fusion Machine.....	100/day
Extrusion Welding Gun	120/day
Air Compressor.....	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day

	Rate (\$)
Generator (6,000-Watt):	
• Daily Rate	65/day
Generator (8,000 Watt):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
Isolation Pinch-off Tools:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Plate/Rammer/Jumping Jack Compactor	75/day
4-Wheeler (ATV):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Riding Mower:	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
Chain Saw:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Horiba Water Quality Meter:	
• Daily Rate	40/day
• Weekly Rate.....	120/week
• Monthly Rate	360/month

	Rate (\$)
Hydrogen Sulfide Meter:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Infrared Thermometer:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Micropurge Flow Cell (Groundwater):	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Oiless Compressor and Control Box (Groundwater):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
• Monthly Rate	675/month

Earth/Resistance Tester:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Pitot Tube and Gauges:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

Pressure Washer:	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	300/month


Squeeze Tool:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month

	Rate (\$)
Turbidity Meter/Conductivity Meter:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Vacuum Air Pump:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Downhole Video Camera System	200/day
Weed Trimmer	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Safety Equipment:	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair)	15/each
• Rubber booties (per pair)	15/each
• Organic Vapor Cartridges (per pair)	20/each
• Organic Vapor/Acid Cartridges (per pair)	25/each
• Cartridges pre-filters (per pair)	15/each
• Half face respirator (each)	20/day
• Full face respirator (each)	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
Daily Rate	35/day
Weekly Rate.....	105/week
Monthly Rate	315/month
• SCBA	55/day

General Terms

1. Rates are in effect until November 30, 2018. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 13, 2020
Subject: Request for Approval of Amendment No. 3 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services for the Santa Fe Solid Waste Management Agency (RFP No. '18/10/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for employee medical services for the Santa Fe Solid Waste Management Agency (Agency).

The Amendment will extend the term of the Agreement through November 9, 2021, for the fourth and final year of the Agreement. Per Article 5 of the Agreement, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

The Amendment will also increase the compensation by \$6,000 for a total amount not to exceed \$68,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

Concentra provides employee medical services including, but not limited to, occupational health, physical exams, drug and alcohol testing, OSHA medical screening and surveillance, respirator fit testing, immunizations, work-related injury care, and workers' comp essentials. Concentra's medical facility is located at 720 St. Michaels Drive in Santa Fe.

On November 9, 2017, the Board approved the Professional Services Agreement with Concentra in the amount of \$21,000 (RFP No. '18/10/P).

On July 19, 2018, the Board approved Amendment No. 1 to the Agreement. Amendment 1 extended the term through November 9, 2019 and increased the compensation by \$21,000 for a total amount not-to-exceed \$42,000.

On March 19, 2020, the Board approved Amendment No. 2 to the Agreement. Amendment 2 extended the term through November 9, 2020 and increased the compensation by \$20,000 for a total amount not-to-exceed \$62,000.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 3 to the Agreement with Concentra for employee medical services.

Attachments: 1) Amendment No. 3 – Professional Services Agreement
2) Amendment No. 2 – Professional Services Agreement
3) Amendment No. 1 – Professional Services Agreement
4) Professional Services Agreement with Concentra

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ATTACHMENT 1

Amendment No. 3 - Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2017)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency's employees (RFP No. '18/10/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Six Thousand Dollars and No Cents (\$6,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Sixty-Eight Thousand Dollars and No Cents (\$68,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,000.00
AMENDMENT NO. 1	\$21,000.00
AMENDMENT NO. 2	\$20,000.00
AMENDMENT NO. 3	\$6,000.00
CONTRACT TO DATE	\$68,000.00

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

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

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2021, unless it is terminated sooner pursuant to Article 6 below.

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

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson, Joint Powers Board

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

CONTRACTOR:

Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers

Signature:

Date:

Printed Name:

Title:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Amendment No. 2 - Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2017)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency's employees (RFP No. '18/10/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Twenty Thousand Dollars and No Cents (\$20,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Sixty-Two Thousand Dollars and No Cents (\$62,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,000.00
AMENDMENT NO. 1	\$21,000.00
AMENDMENT NO. 2	\$20,000.00
CONTRACT TO DATE	\$62,000.00

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

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

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2020, unless it is terminated sooner pursuant to Article 6 below.

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

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson, Joint Powers Board

3/20/2020
Date:



ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

March 30, 2020

CONTRACTOR:

Occupational Health Centers of the Southwest, P.A. (AZ)
d/b/a Concentra Medical Centers

DocuSigned by:
John R. Anderson, DO
E349F74300A3435...

3/20/2020

Name: John R. Anderson, DO
Title: President

Date: _____

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

3/24/2020
Date: _____

ATTACHMENT 3

Amendment No. 1 - Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2017)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2017 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency's employees (RFP No. '18/10/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Twenty-One Thousand Dollars and No Cents (\$21,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty-Two Thousand Dollars and No Cents (\$42,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,000.00
AMENDMENT NO. 1	\$21,000.00
CONTRACT TO DATE	\$42,000.00

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

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

D. Detailed invoices containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 9, 2019, unless it is terminated sooner pursuant to Article 6 below.

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

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hamilton
Anna Hamilton
Chairperson, Joint Powers Board

7/19/18
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Robert G. Hassett
Robert G. Hassett, DO, MPH
Director, President, Treasury and Secretary
Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

7/24/18
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

7-19-18
Date:

ATTACHMENT 4

Professional Services Agreement with Concentra

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2017)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("Contractor") for employee medical services (RFP No. '18/10/P) as described in Exhibit A and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in RFP No. '18/10/P and all related Contract Documents, including Contractor's cost of services in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty-One Thousand Dollars and No Cents (\$21,000.00).

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.

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

actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. **APPROPRIATIONS**

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

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on November 15, 2018, unless it is terminated sooner pursuant to Article 6 below.

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

6. **TERMINATION**

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is terminated:

1) Contractor shall render a final report of the services performed up to the date of termination and, as may be permitted by applicable laws, shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

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

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

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

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

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

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

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

9. **OWNERSHIP OF WRITTEN PRODUCTS**

A. All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of

Agency without restriction or limitation upon its use or dissemination by Agency. Contractor retains copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor. Nothing herein shall apply to medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996 along with all rules, regulations and amendments thereto ("HIPAA").

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

10. CONFLICT OF INTEREST

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

11. ASSIGNMENT; SUBCONTRACTING

Neither party shall assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the other party's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

12. RELEASE

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

13. INSURANCE

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

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

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

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

14. INDEMNIFICATION

Contractor shall indemnify and hold harmless the Agency from all losses, damages, claims or judgments, including payment of all reasonable attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts,

errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD PARTY BENEFICIARIES

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

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. Upon thirty (30) days written notice to Contractor, 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 at the Agency's sole expense. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

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

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

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

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers
5080 Spectrum Drive
Addison, Texas 75001
Attn: Legal – Contracting
Email: legal_contracting@concentra.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. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. 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.

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

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

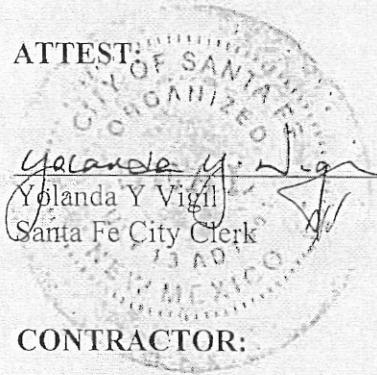
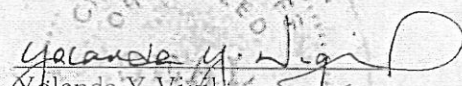
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Harris
Chairperson

11/9/17
Date:

ATTEST:

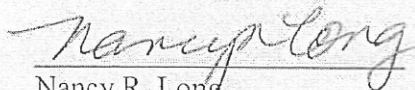


Yolanda Y Vigil
Santa Fe City Clerk

CONTRACTOR:


Robert G. Hassett, DO, MPH
Director, President, Treasury and Secretary
Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

12/7/17
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-9-17
Date:

EXHIBIT A
Scope of Services
for
Contractor

BACKGROUND

The background information is described for licensed, qualified medical providers (Contractors) to provide the Agency employee medical services including, but not limited to, occupational health, physical exams, drug and alcohol testing, OSHA medical screening and surveillance, respirator fit testing, immunizations, work-related injury care and workers' comp essentials.

The Agency is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act.

The Agency has a workforce of approximately 40 employees for providing solid waste and recycling services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

The Agency is committed to maintaining a safe and drug-free workplace to promote both the quality of its services and the safety of its employees, its customers and the public.

The purpose of the Agency's Employee Drug and Alcohol Testing Policy is to achieve a drug and alcohol free workplace and to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs by all employees. The Agency employs the following drug and/or alcohol testing for the purpose of detection: post-offer employment, reasonable suspicion, post-accident, and random testing.

The Agency requires post-offer employment medical examinations for all applicants who have been given a conditional offer of employment to ensure that a prospective employee is capable of performing the essential job duties of his or her respective position as required by the Americans with Disability Act (ADA). The physician must complete medical examination forms. These forms and other medical information provided by the physician will be kept separate from other employee information and treated confidentially.

The Agency also requires post-offer employment drug and alcohol testing for all applicants who have been given a conditional offer of employment. The Agency will not hire any applicant tentatively selected for employment who refuses to submit to a drug or alcohol test or who tests positive for use of illegal or unauthorized substances.

The Agency's Employee Drug and Alcohol Testing Policy contains the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations issued pursuant to the Act and Federal Department 49 CFR Parts 40, 653 and 654 for applicants who seek to work in a safety-sensitive position and for approximately 24 employees of the Agency who work in safety-sensitive positions. Safety-sensitive positions include employees that are required to hold a Commercial Driver's License (CDL) for their positions (e.g., drivers of commercial vehicles with a gross weight rating (GCWR) of 26,001 pounds or more, drivers of vehicles that carry hazardous materials that require a placard, operators of heavy construction equipment) and employees who operate, use, maintain, or work in close physical proximity to tools and equipment that could pose a risk to the employee's or others' health and safety.

The Agency adheres to U.S. Department of Transportation (DOT) medical standards for Commercial Driver's License (CDL) physical fitness determination. Contractors (licensed medical examiners) for DOT-compliant physical examinations must be listed in the Federal Motor Carrier Safety Administration (FMCSA) National Registry.

The Agency's Medical Surveillance Program (MSP) helps assess and monitor the health and fitness of employees at risk of hazardous chemical exposure in accordance with the Occupational Safety and Health Administration (OSHA) standards for Medical Screening and Surveillance Requirements Guide. The MSP for the Agency's HHW (Household Hazardous Waste) Collection Center is required by 29 CFR 1910.120(f)(2)(i) for employees who manage hazardous waste for more than 30 days per year, 29 CFR 1910.1020(d) for retention of medical records, and 29 CFR 1910.120(e) for training. The purpose of this program is to document pre-existing conditions that may be aggravated by physical demands of the job or by hazardous chemical exposure; monitor and maintain employee occupational hazardous chemical exposure below the permissible exposure levels; and comply with OSHA's requirements for medical surveillance.

The Agency's Bloodborne Pathogens Exposure Control Plan, in accordance with OSHA standard 29 CFR 1910.1030i, provides hepatitis B vaccination series for employees identified with occupational exposure.

The Agency's Respiratory Protection Program eliminates or minimizes occupational exposure to respiratory hazards for employees requiring the use of respirators in accordance with OSHA standard 29 CFR 1910.134. This includes medical questionnaire, medical evaluation and respirator fit test.

The Agency maintains workers' compensation insurance on all employees and volunteers as prescribed by the New Mexico Workers' Compensation Law.

The Agency offers immunizations at no cost to the employees that include T-Dap vaccine (tetanus, pertussis & diphtheria) and seasonal influenza.

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SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. CONTRACTOR'S GENERAL RESPONSIBILITIES

Contractor must have a medical facility within 30 minutes normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Contractor shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Contractor shall provide staffing, laboratory services and other support services as required by the Agency.

Contractor shall maintain medical records documenting all care provided by the Contractor including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Contractor shall provide full service drug and alcohol testing including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Contractor shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Contractor shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Contractor shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Contractor shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested by the Agency.

Contractor shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. CONTRACTOR'S MEDICAL FEES

See attached cost proposal (fee schedule).

3. INJURY CARE / NM WORKERS'S COMP

Contractor shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Contractor may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination	\$ <u>58.00</u>
DOT Physical Examination	\$ <u>68.00</u>
DOT Regulated Drug Screen (5-panel)	\$ <u>55.00</u>
Non-Regulated (Rapid) Drug Screen (5-panel)	\$ <u>47.00</u> (5-panel rapid) and \$53 (10-panel)
Breathe Alcohol Test (BAT)	\$ <u>35.00</u>

The above services are to be used in different combinations to adhere to our occupational health policies for regular and DOT physical examinations and drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

Hepatitis B Vaccine	\$ <u>104.00</u>
Hepatitis B Titer (Surface Antibody)	\$ <u>87.00</u>
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	\$ <u>80.00</u>
Influenza Vaccine	\$ <u>36.00</u>
HIV Screening	\$ <u>92.00</u> (Fourth gen)
Tuberculosis Screening	\$ <u>38.00</u>
On-Site (per hour)	\$ <u>N/A</u>

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$ <u>35.00</u>
Respirator Physical	\$ <u>67.00</u>
Pulmonary Function Test	\$ <u>48.00</u>
Lead & ZPP Whole Blood*	\$ <u>113.00</u>
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$ <u>72.00</u>
Cholinesterase Whole Blood ⁽¹⁾	\$ <u>86.00</u>
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$ <u>112.00</u>
Chest X-Ray ⁽²⁾	\$ <u>74.00 (one-view)</u>
E.K.G. ⁽²⁾	\$ <u>64.00 (resting)</u>

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

3. INJURY CARE / NM WORKERS'S COMP

Offeror shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Offeror may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services.