



AGENDA

SWMA JOINT POWERS BOARD
NOVEMBER 18, 2021
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.

Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?>

[MTID=me1d28cc34a902b9a8c47002e5ab79b98](https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=me1d28cc34a902b9a8c47002e5ab79b98)

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2557 016 1054

Meeting Password: 472 76 877

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
- Regular Meeting – October 21, 2021
- VI. MATTERS FROM THE PUBLIC
 - VII. CONSENT AGENDA



AGENDA

SWMA JOINT POWERS BOARD
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-
- A. Request for Approval of Amendment No. 1 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. '21/01/P); and
1. Extend the Term of the Agreement through November 19, 2022.
 2. Increase the Compensation by \$60,000 for a Total Not-To-Exceed Amount of \$120,000.
 3. 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 \$60,000.
- B. Request for Approval of Amendment No. 1 to the 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 \$140,000 (RFP No. '21/16/P).
1. Extend the Term of the Agreement through November 19, 2022.
 2. Increase the Compensation by \$140,000 for a Total Not-To-Exceed Amount of \$265,000.
 3. Approval of Budget Increase from 810.100700 (Operating Fund Cash Balance) to 8100852.510310 (BuRRT Service Contracts) in the Amount of \$140,000.
- C. Request for Approval of Professional Services Agreement with SCS Engineers of Albuquerque, NM, for Air Quality Permitting and Compliance Reporting and Engineering and Operation and Maintenance Services for the Caja del Rio Landfill Gas Collection System in the Amount of \$160,670. (RFP No. '22/16/P); and
1. Approval of Budget Increase to 8100851.510250 (Landfill Compliance Contracts) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the Amount of \$116,670.
- D. Request for Approval of Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services in the Amount of \$20,000 (RFP No. '22/18/P); and
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 \$10,500.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

IX. MATTERS FROM THE BOARD



AGENDA

**SWMA JOINT POWERS BOARD
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X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Services Division.

B. A. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.

XI. NEXT MEETING: Thursday, February 17, 2022

XII. ADJOURN

SUMMARY OF ACTION
 SANTA FE SOLID WASTE MANAGEMENT AGENCY
 JOINT POWERS BOARD
 THURSDAY, OCTOBER 21, 2021, 5:00 PM
 ATTENDED VIRTUALLY

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
MATTERS FROM THE PUBLIC	NONE	1
APPROVAL OF AGENDA.	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
APPROVAL OF CONSENT CALENDAR	AMENDED/APPROVED	2
<u>CONSENT CALENDAR</u>		
REQUEST FOR APPROVAL TO PURCHASE A CATERPILLAR D8T WASTE HANDLER TRACK-DOZER FROM WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER SOURCEWELL CONTRACT NO. 032119-CAT FOR THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$947,419.17	APPROVED	2-3
REQUEST FOR APPROVAL TO PURCHASE A PETERBILT MODEL 348 ROLL-OFF TRUCK, WITH NECESSARY EXTRAS AND EXTENDED WARRANTY, FROM RUSH TRUCK CENTERS OF NEW MEXICO, INC. OF ALBUQUERQUE, NM UNDER TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE - BUYBOARD CONTRACT NO. 601-19 FOR THE BUCKMAN ROAD RECYCLING	APPROVED ON CONSENT	3

AND TRANSFER STATION IN THE
AMOUNT OF \$189,419

REQUEST FOR APPROVAL OF
AMENDMENT NO. 3 TO THE PRICE
AGREEMENTS FOR MOTOR OILS,
LUBRICANTS, ANTIFREEZE AND
RELATED PRODUCTS (RFB NO. '19/03/B) APPROVED ON CONSENT 3-4

REQUEST FOR APPROVAL OF
AMENDMENT NO. 2 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) APPROVED ON CONSENT 4

REQUEST FOR APPROVAL OF
AMENDMENT NO. 2 TO THE SERVICES
AGREEMENT WITH RUSTY'S WEIGH
SCALES & 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) APPROVED ON CONSENT 4-5

REQUEST FOR APPROVAL OF 2022
MEETING CALENDAR APPROVED ON CONSENT 5

MATTERS FROM THE EXECUTIVE
DIRECTOR INFORMATION/DISCUSSION 5

MATTERS FROM THE BOARD INFORMATION/DISCUSSION 5

MATTERS FROM STAFF - AGENCY,
CITY, COUNTY

SHIRLENE SITTON, DIVISION DIRECTOR,
CITY OF SANTA FE ENVIRONMENTAL
DIVISION INFORMATION/DISCUSSION 6

LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS	INFORMATION/DISCUSSION	6
NEXT MEETING DATE	NOVEMBER 18, 2021	7
ADJOURNMENT	ADJOURNED	7

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
THURSDAY, OCTOBER 21, 2021, 5:00 PM
ATTENDED VIRTUALLY**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Councilor Vigil Coppler, Chair, at 5:00 pm on Thursday, October 21, 2021 and was attended virtually.

II. ROLL CALL

BOARD MEMBERS PRESENT

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

BOARD MEMBERS ABSENT

Commissioner Anna Hamilton, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Nancy Long, Long, Komer and Associates
Rosalie Cardenas, SWMA
Yvonne Herrera, Santa Fe County Finance Director
Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works
Shirleen Sitton, Environmental Services, City of Santa Fe
Danita Boettner, SWMA
Emily Pisula, SWMA
Elizabeth Martin, Stenographer

III. MATTERS FROM THE PUBLIC

None.

IV. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hansen, seconded by Councilor

Abeyta, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

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

**V. APPROVAL OF MINUTES
AUGUST 19, 2021**

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

VOTE The motion passed on a roll call vote as follows:

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

VI. APPROVAL OF CONSENT CALENDAR

Commissioner Hansen pulled item VII A for discussion.

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Hughes, to approve the consent calendar as amended.

VOTE The motion passed on a roll call vote as follows:

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

VII. CONSENT CALENDAR

**A. REQUEST FOR APPROVAL TO PURCHASE A CATERPILLAR D8T WASTE HANDLER TRACK-DOZER FROM WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER SOURCEWELL CONTRACT NO. 032119-CAT FOR THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$947,419.17;
AND**

1. APPROVAL OF BUDGET INCREASE FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH) TO 8100851.570500 (EQUIPMENT AND MACHINERY) IN THE AMOUNT OF \$947,419.17.

Commissioner Hansen stated that she knew this item was important, but it is quite pricy. She saw that it has to have City Council approval. Is that because the City is your fiscal agent.

Mr. Kippenbrock said it does not have to have City Council approval. You are seeing the BAR (Budget Adjustment Request) form we had to complete for the budget process. The BAR moves the funds from reserves (i.e., Equipment Replacement Reserve) to the operating budget. The dozer to be replaced is fully depreciated and has a salvage value of \$40,000. He stated it is in our best interest to replace the dozer now.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Garcia, to approve the request.

VOTE The motion passed on a roll call vote as follows:

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

B. REQUEST FOR APPROVAL TO PURCHASE A PETERBILT MODEL 348 ROLL-OFF TRUCK, WITH NECESSARY EXTRAS AND EXTENDED WARRANTY, FROM RUSH TRUCK CENTERS OF NEW MEXICO, INC. OF ALBUQUERQUE, NM UNDER TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE - BUYBOARD CONTRACT NO. 601-19 FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$189,419; AND

1. APPROVAL OF BUDGET INCREASE FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH) TO 8100852.571000 (CAPITAL OUTLAY - VEHICLES GREATER THAN 1.5 TON) IN THE AMOUNT OF \$189,419.

Approved on consent.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 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, 2022.

2. SENERGY PETROLEUM, LLC, SANTA FE, NM
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2022.
 - B. UPDATE THE CONTRACTOR'S PRICING
3. STEWART AND STEVENSON POWER PRODUCTS, ALBUQUERQUE, NM
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2022.
4. WAGNER EQUIPMENT COMPANY, ALBUQUERQUE, NM
 - A. EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 4, 2022.
 - B. UPDATE THE CONTRACTOR'S PRICING.

Approved on consent.

- D. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 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, 2022.
 2. INCREASE THE AMOUNT OF COMPENSATION BY \$69,400 FOR A TOTAL AMOUNT NOT TO EXCEED \$208,200.

Approved on consent.

- E. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE SERVICES AGREEMENT WITH RUSTY'S WEIGH SCALES & 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, 2022.

Approved on consent.

F. REQUEST FOR APPROVAL OF 2022 MEETING CALENDAR

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

Mr. Kippenbrock reported that they had two amnesty days and both went well. They were very successful. We had more turn out than previous events. The first Saturday in November, the 6th, will be our HHW free event. It will be held from 9:00 am to 1:00 pm. October 1st was the implementation of the rate increase. It is going well so far. We sent out plenty of notices prior to implementation.

There was an accident at the landfill last Thursday at 1:00 pm. It was a City truck near the ramp area. The truck rolled over. The employee is on light duty at this point. The preliminary investigation shows the reason for the accident as speeding.

IX. MATTERS FROM THE BOARD

Commissioner Hansen stated that there will be a clean up day on Caja del Rio on Saturday from 9:00 am to 1:00 pm. We will all meet at the Petroglyph Park to beautify the area. There is an abundance of wildlife and trash in the area.

Chair Vigil Coppler said Mr. Kippenbrock's written evaluation has been completed. Thank you Ms. Long for your assistance. Thank you Mr. Kippenbrock for all you do.

Ms. Long said she and the Chair worked on completing the evaluation and ensuring that it reflected the discussion during the Executive Session. The evaluation has been provided to Mr. Kippenbrock and Ms. Cardenas. We can send the Board copies as well.

Chair Vigil Coppler stated that there is confidential information in the evaluation. We all know that Mr. Kippenbrock is very valuable to this organization and does a phenomenal job.

X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

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

Ms. Sitton reported that the accident that was discussed is still under investigation.

Ms. Sitton said she was able to attend the Conference of Mayors Waste Management Conference. The topics that effect us effect everyone. Homelessness and cleaning encampments. Worker shortages. Supply chain disruptions. Ms. Sitton gave a shout out to her staff members, from mechanics to operations to administration, for doing a great job.

Ms. Sitton stated that Dave Yanke did a study for the City of Albuquerque and gave recommendations to them. We were interested in that and have committed to looking for creative solutions for pricing changes. The current prices are not sustainable.

Commission Hansen asked if the City had reinstated the plastic bag ban.

Ms. Sitton said it was reinstated many months ago and is in place. It was suspended during COVID.

Commissioner Hansen asked if Ms. Sitton was thinking of expanding that to ban other items like styrofoam.

Ms. Sitton said no. Those things are a very small part of the waste stream. Organic waste is the biggest part of the waste stream that would reduce carbon.

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

Mr. Francisco reported that Santa Fe County is working as hard as we can. The increase in recycling fees was a big one. We are very short staffed, but he is very proud of his crew. They all give 110% and he appreciates that.

Commissioner Hughes asked Mr. Francisco to speak a bit more about the staffing shortage and what the Board can do to help find folks.

Mr. Francisco said we are short one truck driver and four solid waste workers.

Chair Vigil Coppler thanked both of the directors for all they do and wished Mr. Francisco the best in finding new employees.

**XI. NEXT MEETING DATE
NOVEMBER 18, 2021**

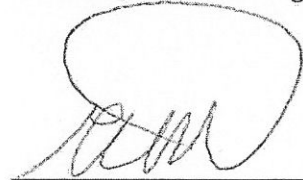
Chair Vigil Coppler reminded the Board that the November meeting would be the last meeting of the year.

XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 5:30 pm.

Attested to by:


Councilor JoAnne Vigil Coppler, Chair



Elizabeth Martin, Stenographer

Kristine Bustos-Mihelcic
Santa Fe City Clerk

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2021
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. '21/01/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 to the Services Agreement (Agreement) with Ambitions Technology Group, LLC (Ambitions) of Albuquerque, NM, to continue managing the Agency's IT network.

The Amendment extends the term of the Agreement through November 19, 2022 (Year 2). Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The Amendment also increases compensation by \$60,000 to a total amount not to exceed \$120,000.

Funding is available from 810.100700 (Operating Fund Cash Balance) to be apportioned between 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

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

On November 19, 2020, the Board approved a Services Agreement with Ambitions for \$60,000.

Amendment No. 1 to the Agreement will continue the following services.

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hours 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 hardware or software, or replace
- 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 Amendment No. 1 to the Agreement with Ambitions for managed IT services.

The Agency also requests approval to extend the term of the Agreement through November 19, 2022, and to increase compensation by \$60,000 for a total amount not to exceed \$120,000.

The Agency also requests approval of a 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 amount of \$60,000.

Attachments: 1) Budget Adjustment Request
 2) Amendment No. 1 – Services Agreement
 3) Services Agreement with Ambitions Technology Group

M:\Memo\11521.2

ATTACHMENT 1
Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Service Contracts	8100851	510310		36,000		
Service Contracts	8100852	510310		24,000		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 60,000	\$ -	

Budget for Amendment #1 to the services agreement with Ambitions Technology Group for managed IT services.

Cash is available in the SFSWMA Operations Fund (810.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
810	(60,000)
TOTAL:	(60,000)

Emily Pisula	11/12/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL JPB Approval Date Agenda Item #: <u>4</u>		
Prepared By <i>{print name}</i>	Date		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. 1 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, 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 Sixty Thousand Dollars and No Cents (\$60,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
CONTRACT TO DATE	\$120,000.00

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 Exhibit 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.

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 19, 2022, unless it is terminated sooner pursuant to Article 6 of this Agreement.

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, this 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 as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Tom Anckner
General Manager
Veolia ES Technical Solutions

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Year 2 Fee Scheule

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 (5), One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$260.72	\$260.72
Hyper V Host	1	\$	\$ Included
Total			\$4,511.97

(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

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
Anna Hansen
Chairperson

11/18/2020
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Lucas Rael
Lucas Rael
Chief Executive Officer
Ambitions Technology Group

12/3/2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

11-20-2020
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 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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2021
Subject: Request for Approval of Amendment No. 1 to the 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 \$140,000 (RFP No. '21/16/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 to the Services Agreement (Agreement) with Veolia ES Technical Solutions, LLC (Veolia) of Henderson, CO, for continued household hazardous waste (HHW) collection services at Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through November 19, 2022 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment also increases compensation by \$140,000 to a total amount not to exceed \$265,000. An updated Veolia Fee Schedule is provided in Exhibit A of the Amendment.

Funding is available from 810.100700 (Operating Fund Cash Balance).

BACKGROUND

On October 14, 2020, the Agency issued Request for Proposal (RFP) No. '21/16/P for HHW collection services at BuRRT. On November 19, 2020, the Board approved a Services Agreement with Veolia for \$125,000.

Amendment No. 1 to the Agreement will continue the following HHW collection services for Year 2 of the Agreement:

- Collect and transport HHW to its final destination (e.g., recycling, incineration, or 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 compensation for Year 2 is based upon historical HHW quantities collected at BuRRT. Actual costs will depend upon the type and amount of HHW collected.

Veolia provides an inexpensive hazardous waste disposal option to local businesses. By the terms of its operating permit, BuRRT cannot accept hazardous waste from very small quantity generators (VSQGs) such as contractors, painters, or auto body shops. VSQGs are defined as entities that generate less than 27 gallons or 220 pounds of hazardous waste per month.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 1 to the Agreement with Veolia for HHW collection services.

The Agency also requests approval to extend the term of the Agreement through November 19, 2022, and to increase the compensation by \$140,000 for a total amount not to exceed \$265,000.

The Agency also requests approval of a budget increase to 8100852.510310 (Service Contracts) from 810.100700 (Operating Fund Cash Balance) in the amount of \$140,000.

Attachments: 1) Budget Adjustment Request
2) Amendment No. 1 – Services Agreement
3) Services Agreement with Veolia ES Technical

M:\Memo\111521.1

ATTACHMENT 1
Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Service Contracts	8100852	510310		140,000		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 140,000	\$ -	

Budget for Amendment #1 to the services agreement with Veolia ES Technical Solutions, LLC for Household Hazardous Waste Collection services at BuRRT

Cash is available in the SFSWMA Operations Fund (810.100700)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(140,000)
TOTAL:	(140,000)

Emily Pisula	11/12/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL JPB Approval Date Agenda Item #: <u>4</u>	Budget Officer	Date
Prepared By <i>{print name}</i>	Date		Finance Director <i>{≤ \$5,000}</i>	Date
Division Director Signature <i>{optional}</i>	Date		City Manager <i>{≤ \$60,000}</i>	Date
Department Director Signature	Date			

ATTACHMENT 2

Amendment No. 1 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
VEOLIA ES TECHNICAL SOLUTIONS
(HHW Collection Services - 2020)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Veolia ES Technical Solutions, LLC ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide household hazardous waste (HHW) collection services at the Buckman Road Recycling and Transfer Station (RFB No. 21/16/B).

Pursuant to Article 20, 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 One Hundred Forty Thousand Dollars and No Cents (\$140,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Sixty-Five Thousand Dollars and No Cents (\$265,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$125,000.00
AMENDMENT NO. 1	\$140,000.00
CONTRACT TO DATE	\$265,000.00

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.

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 19, 2022, unless it is terminated sooner pursuant to 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, this 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 as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Tom Anckner
General Manager
Veolia ES Technical Solutions

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

**Year 2 Fee Schedule
and**

Additional Terms and Conditions for Transportation of Household Hazardous Waste

On-Call Services - Year 2

Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table
1	Project Manager/Chemist	LBR61	\$67.12		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	\$100.68		Hour		
3	Hazmat Technician	LBR32	\$48.40		Hour		
4	Hazmat Technician OT	LBR33	\$72.60		Hour		
5	Vehicle Usage to Santa Fe	EQUIP94	\$90.10		Day		
6	HazCat/Waste Identification	MAT233	\$12.72		Each		
7	Full Truck Shipments		\$3,850.00		Each		

Processing and Transportation - Year 2

Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
1	Corrosive Acids	HHS	\$1.75	\$306.08	Pound		
2	Corrosive Bases	HHS	\$1.75	\$306.08	Pound		
3	Aerosols	FB17	\$0.72	\$164.30	Pound	Fuel blending	
4	Adhesives/Resins	HHS	\$1.75	\$243.80	Pound		
5	Alkaline Batteries	BT-ALK-RE	\$1.27	\$31.80	Pound		
6	Fertilizers	FB23	\$243.80		55 Gallon		X
7	Flammable Liquids/Paint (Bulked)	FB3	\$106.00		55 Gallon		X
8	Latex Paint Mixed with Flammables	FB26	\$508.80		Tote	Fuel blending	
9	Loosepack of Latex Paint (Non-Bulk)	OR10	\$0.42	\$106.00	Pound	For Recycling	
10	Flammable Toxic Liquid	FB10, HHS	\$1.75	\$243.80	Pound		
11	Fluorescent Light Tubes (4ft and under)	LP-F<4	\$0.72	\$79.50	Lamp		
12	Fluorescent Light Tubes (over 4ft)	LP-F>5	\$1.06	\$79.50	Lamp		
13	Circular/U-Tube Lamps	LP-FCIRC	\$1.06	\$79.50	Lamp		
14	Crushed Fluorescent Lamps (Drummed)	LP-FDM	\$567.10		55 Gallon		X
15	HID Lamps	LP-H01	\$1.75	\$79.50	Lamp	For Recycling, minimum applied per shipment	
16	Lead Acid Batteries - Vehicle	BT-LA DRY	\$0.13	\$79.50	Pound		
17	Lithium Batteries	BT-LITHION	\$0.42	\$10.60	Pound		
18	Nickel Cadmium Batteries		\$0.51	\$79.50	Pound		
19	Nickel Cadmium Batteries		\$1.11	\$27.83	Pound		
20	Mixed Batteries No Lithium	SERV32					
21	Mercury-Containing Articles	MC-MA	\$339.20		5 Gallon	For recycling	
22	Mercury Compounds	LPHGC	\$379.48		5 Gallon	For recycling	
23	Non-RCRA Materials Solids	WTE3, LF2	\$139.92		55 Gallon	Requires profile	X
24	Non-RCRA Materials Solids	WTE3, LF2	\$254.40		CYB	Requires profile	X
25	Organic Peroxide - Lab Pack	DCN	\$78.44		5 Gallon	No temperature controlled material	
26	Organic Toxic - Solid	FB12, HHS	\$1.75	\$306.08	Pound		
27	Organic Toxic - Liquid	FB3, HHS	\$1.75	\$306.08	Pound		
28	Oxidizer - Solid	HHS	\$1.75	\$306.08	Pound		

Processing and Transportation - Year 2

Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes	Disposal Proration Table Applies
28	Oxidizer - Liquid	HHS	\$1.75	\$306.08	Pound		
29	PCB Liquids	PDH	\$643.42		55 Gallon		
30	PCB Ballasts	BL-PCB-IN	\$0.83	\$79.50	Pound	For recycling	
31	Smoke Detectors		\$10.60	\$12.72	Each		
32	Toxic Solids	FB12, HHS	\$1.75	\$306.08	Pound		
33	Toxic Liquids	FB3, HHS	\$1.75	\$306.08	Pound		
34	Reactive Lab Packs	DCN	\$78.44		5 Gallon	No temperature controlled material	
35	Used Oil	FB1	\$106.00		55 Gallon	Fuel blending	X
36	Used Oil	FB2	\$424.00		275G Tote	Fuel blending	X
37	Small BBQ Propane Cylinders	AFT	\$15.07		SMCYL		
38	Large BBQ Propane Cylinders	AFT	\$15.07		MEDCYL, LGCYL	<100lb Cylinders	
39	Fire Extinguisher	AFT	\$26.50		Each		
40	Miscellaneous Cylinders				CBC		
41	Specialty Items				CBC		
42	Clean Refrigerant (Known type)	AFT	\$19.08		SMCYL	Recycling	
43	Unsorted Electronic Equipment w/o CRT Monitors	EL-CMP-01		\$79.50	Pound	Recycling	
44	Pick-up Fee	TRANS46	\$530.00		Pickup	FTL Box Truck	
45	Manifest Fee	FEE102	\$29.15		Manifest		
46	CO2 Cartridges	CART	\$10.32	\$105.00	Pound	Incineration	

Supplies - Year 2

Item No.	Description	Catalog Item	Unit Cost	Unit	Notes
1	275-Gallon Tote	MAT252	\$198.22	Each	
2	55-Gallon Open Top Reconditioned Drum	MAT249	\$53.00	Each	
3	55-Gallon Open Top Poly Drum	MAT251	\$69.96	Each	
4	30-Gallon Open Top Drum	MAT247	\$65.72	Each	
5	20-Gallon Open Top Drum (Fiber)	MAT39	\$41.34	Each	
6	15-Gallon Open Top Drum (Fiber)	MAT25	\$19.08	Each	
7	5-Gallon Open Top Pail	MAT10	\$13.78	Each	
8	4-Foot Light Bulb Boxes	MAT58	\$50.88	Each	
9	8-Foot Light Bulb Boxes	MAT75	\$55.12	Each	
10	Cubic Yard Boxes w/ Liner	MAT102	\$71.02	Each	
11	Extra Cubic Yard Box Liners	MAT99	\$0.11	Each	
12	85-Gallon Steel Overpack Drums	MAT71	\$227.90	Each	
13	95-Gallon Poly Overpack Drums	MAT76	\$260.76	Each	
14	Roll-off Bin Liner	MAT159	\$15.90	Each	
15	6-mil Roll of Plastic	MAT154	\$106.00	Each	
16	Vermiculite	MAT177	\$33.92	Each	
17	Floor Dry	MAT169	\$29.68	Each	
18	Level D w/ Tyvec Smock, Boots, Gloves, Glasses		No Cost	Per Day	
19	Level C w/ CPF1 or CPF2	MAT134	\$106.00	Per Day	
20	Labels		NO Cost	Each	
21	Exempt Poison Pack - 4GVX	MAT60	\$63.60	Each	

Collection Events (At BuRRT) - Year 2						
Item No.	Description	Catalog Item	Unit Cost	Minimum (if applicable)	Unit	Notes
1	Mobilization/ Demobilization	TRANS46	\$477.00		Event	Includes 2 technicians and 1 box truck
2	HHW Chemist/Tech	LBR32	\$48.40		Hour	Onsite time
3	HazCat/Waste Identification	MAT233	\$12.72		Each	
4	Eye Wash Station	EQUIP87	\$58.30		Day	
5	Project Manager	LBR61	\$67.12	4hr Min/Event	Hour	Charged portal to portal

Surcharges and Notes - Year 2

- 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.

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

Fuel Surcharge			Energy, Security, and Insurance Surcharge		
Bulk Shipments (% of Transportation Price)			Container Shipments (% of Total Invoice)		
\$2.00	\$2.09	10.00%	\$2.00	\$2.09	9.00%
\$2.10	\$2.19	11.00%	\$2.10	\$2.19	9.50%
\$2.20	\$2.29	12.00%	\$2.20	\$2.29	10.00%
\$2.30	\$2.39	13.00%	\$2.30	\$2.39	10.50%
\$2.40	\$2.49	14.00%	\$2.40	\$2.49	11.00%
\$2.50	\$2.59	15.00%	\$2.50	\$2.59	11.50%
\$2.60	\$2.69	16.00%	\$2.60	\$2.69	12.00%
\$2.70	\$2.79	17.00%	\$2.70	\$2.79	12.50%
\$2.80	\$2.89	18.00%	\$2.80	\$2.89	13.00%
\$2.90	\$2.99	19.00%	\$2.90	\$2.99	13.50%
\$3.00	\$3.09	20.00%	\$3.00	\$3.09	14.00%
\$3.10	\$3.19	21.00%	\$3.10	\$3.19	14.50%
\$3.20	\$3.29	22.00%	\$3.20	\$3.29	15.00%
\$3.30	\$3.39	23.00%	\$3.30	\$3.39	15.50%
\$3.40	\$3.49	24.00%	\$3.40	\$3.49	16.00%

Fuel Surcharge			Energy, Security, and Insurance Surcharge		
Bulk Shipments (% of Transportation Price)			Container Shipments (% of Total Invoice)		
\$3.50	\$3.59	25.00%	\$3.50	\$3.59	16.50%
\$3.60	\$3.69	26.00%	\$3.60	\$3.69	17.00%
\$3.70	\$3.79	27.00%	\$3.70	\$3.79	17.50%
\$3.80	\$3.89	28.00%	\$3.80	\$3.89	18.00%
\$3.90	\$3.99	29.00%	\$3.90	\$3.99	18.50%
\$4.00	\$4.09	30.00%	\$4.00	\$4.09	19.00%
\$4.10	\$4.19	31.00%	\$4.10	\$4.19	19.50%
\$4.20	\$4.29	32.00%	\$4.20	\$4.29	20.00%
\$4.30	\$4.39	33.00%	\$4.30	\$4.39	20.50%
\$4.40	\$4.49	34.00%	\$4.40	\$4.49	21.00%
\$4.50	\$4.59	35.00%	\$4.50	\$4.59	21.50%
\$4.60	\$4.69	36.00%	\$4.60	\$4.69	22.00%
\$4.70	\$4.79	37.00%	\$4.70	\$4.79	22.50%
\$4.80	\$4.89	38.00%	\$4.80	\$4.89	23.00%
\$4.90	\$4.99	39.00%	\$4.90	\$4.99	23.50%
\$5.00	\$5.09	40.00%	\$5.00	\$5.09	24.00%

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:**

NOTE: Does not apply to labpacks or loosepacks

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

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 pursuant to industry standards 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., [duplicative]
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 3

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@sfswwa.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.

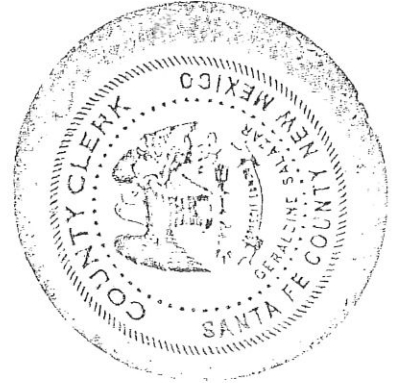
SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

11/19/2020
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Tom Anckner
Tom Anckner
General Manager
Veolia ES Technical Solutions

11-24-20
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

11-20-2020
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>		
\$2.00	\$2.09	9.00%	\$2.00	\$2.09	8.00%
\$2.10	\$2.19	10.00%	\$2.10	\$2.19	8.50%
\$2.20	\$2.29	11.00%	\$2.20	\$2.29	9.00%
\$2.30	\$2.39	12.00%	\$2.30	\$2.39	9.50%
\$2.40	\$2.49	13.00%	\$2.40	\$2.49	10.00%
\$2.50	\$2.59	14.00%	\$2.50	\$2.59	10.50%
\$2.60	\$2.69	15.00%	\$2.60	\$2.69	11.00%
\$2.70	\$2.79	16.00%	\$2.70	\$2.79	11.50%
\$2.80	\$2.89	17.00%	\$2.80	\$2.89	12.00%
\$2.90	\$2.99	18.00%	\$2.90	\$2.99	12.50%
\$3.00	\$3.09	19.00%	\$3.00	\$3.09	13.00%
\$3.10	\$3.19	20.00%	\$3.10	\$3.19	13.50%
\$3.20	\$3.29	21.00%	\$3.20	\$3.29	14.00%

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:

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

NOTE: Does not apply to 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).

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2021
Subject: Request for Approval of Professional Services Agreement with SCS Engineers of Albuquerque, NM, for Air Quality Permitting and Compliance Reporting and Engineering and Operation and Maintenance Services for the Caja del Rio Landfill Gas Collection System in the Amount of \$160,670 (RFP No. '22/16/P)

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with SCS Engineers of Albuquerque, NM, for air quality permitting and compliance reporting, engineering, and operation and maintenance services for the gas collection system at the Caja del Rio Landfill (Landfill).

The compensation for the first year of the Agreement is \$160,670.

Funding is available in 8100851.510250 (Compliance Contracts) in the amount of \$44,000 and from 812.100700 (Landfill Gas Collection System Reserve) via a budget increase in the amount of \$116,670 for a total of \$160,670.

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

BACKGROUND

On September 20, 2021, the Agency issued Request for Proposal (RFP) No. '22/16/P for air quality permitting and compliance reporting services, engineering, and operation and maintenance services for the landfill gas collection system. Two firms responded to the RFP on October 19, 2021.

- Montrose Air Quality Services dba Montrose Environmental Solutions, Albuquerque, NM
- SCS Engineers, Bedford, TX and Albuquerque, NM

The evaluation criteria consisted of the following weighted values: specialized design and technical experience (20%); capacity and capability (20%); past record of performance (20%); proximity to or familiarity with the Agency (20%); New Mexico produced work (10%); current volume of work with the Agency not 75% complete (5%); and innovativeness of the proposal (5%).

Based upon the criteria, the Agency's evaluation committee selected SCS Engineers. The Agency negotiated the Scope of Services (Exhibit A of the Agreement) with SCS Engineers.

SCS Engineers will provide permitting, compliance reporting, and design services for the landfill gas collection control system (GCCS), including meeting all new requirements under 40 CFR Part 60, Subparts XXX and 40 CFR Part 63, Subpart AAAA. In addition, SCS Engineers will monitor and adjust the landfill gas extraction wells, obtain gas concentrations of methane, oxygen, carbon dioxide, balance gas at each wellhead, and inspect system components for damage. Liquid level measurements in the gas extraction wells will be obtained to determine if condensate is blocking well perforations, and the surface of the landfill will be monitored for methane concentrations in accordance with regulations.

Scheduled non-routine work will consist of repair and/or replacement of equipment, from minor repairs, such as broken wellheads, to complete overhaul of equipment components. Unscheduled non-routine emergency services will be provided when an immediate response and restoration of system operations is required. Only work necessary to restart the system will be performed as an emergency service.

In addition, SCS Engineers will provide post-submittal services for the 2021 Title V renewal application currently under review by the New Mexico Environment Department (NMED) Air Quality Bureau and update the Landfill's GCCS Design Plan to meet the revised 40 CFR 63, Subpart AAAA regulations.

The Scope of Services includes these tasks for Year 1 of the Agreement.

- Task 1: Air-Related Reporting
 - NSPS, NESHAPs, and Title V Reporting
 - Prepare New Mexico Emissions Inventory Reporting
 - Federal Greenhouse Gas (GHG) Emissions Reporting Services
- Task 2: Engineering On-Call Services (as directed by the Agency)
- Task 3: Operation and Maintenance (O&M) Routine and Non-Routine Services
 - Routine Services (Once a Month Basis)
 - Surface Emissions Monitoring
 - Non-Routine Services
 - Unscheduled Non-Routine Emergency Services
- Task 4: Post-Submittal Services (2021 Title V Renewal Application)
- Task 5: GCCS Design Plan Update

The Scope of Services also includes additional tasks that could be incorporated within the next four years of the Agreement.

- Task 6: Gas System Expansion Design
- Task 7: Bidding Support Services
- Task 8: Gas System Construction Quality Assurance (CQA)
- Task 9: Title V Permit Renewal

ACTION REQUESTED

The Agency requests Board approval of the Agreement with SCS Engineers for air quality permitting/compliance reporting services and engineering/operation and maintenance services for the Landfill gas collection system for \$160,670.

The Agency also requests approval of a budget increase from 812.100700 (Landfill Gas Collection System Reserve) to 8100851.510250 (Compliance Contracts) in the amount of \$116,670.

Attachments: 1) Budget Adjustment Request
2) Professional Services Agreement with SCS Engineers
3) RFP No. '22/16/P (Without Appendices)

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ATTACHMENT 1
Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME SFSWMA					DATE 11/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Compliance Contracts	8100851	510250		116,670		
Transfer out to Fund 810	8120860	755810		116,670		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Transfer In from 812	8100851	655812		(116,670)		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 116,670	\$ -	

To transfer funding from SFSWMA Gas Collection Reserve Fund to SWMA operating to fund professional services agreement with SCS Engineers for Air Quality Permitting and Compliance Reporting and Engineering and Operation and Maintenance Services for the Caja del Rio Landfill Gas Collection System.

Cash is available in the SFSWMA Gas Collection Reserve Fund (812.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
812	(116,670)
TOTAL:	(116,670)

Emily Pisula	11/12/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	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
		Agenda Item #: <u>5</u>	

ATTACHMENT 2

**Professional Services Agreement
with
SCS Engineers**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services and Engineering and Operation
and Maintenance Services for the Landfill Gas Collection System – 2021)**

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 landfill gas engineering and operation and maintenance services and air quality permitting and compliance reporting services (RFP No. '22/16/P), 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 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 Sixty Thousand Six Hundred Seventy Dollars and No Cents (\$160,670), as contained in Exhibits B and C attached hereto.

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 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. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, 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 and approved by the Joint Powers Board.

5. 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.

6. 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 Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. 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.

8. 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.

9. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

10. 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.

11. 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.

12. OWNERSHIP OF WRITTEN PRODUCTS

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

13. 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.

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 commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor’s compliance with the provisions of this 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.

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. 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, 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.

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. 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. 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.

20. 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.

21. 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, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

22. AMENDMENT

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

23. 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.

24. 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.

25. **NOTICES**

A. Any notice 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

CONTRACTOR: Mr. Ryan Kuntz, P.E.
Vice President/Satellite Office Manager
SCS Engineers
1901 Central Drive, Suite 550
Bedford, Texas 76021

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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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:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Ryan Kuntz, P.E.
Vice President/Satellite Office Manager
SCS Engineers

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

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

Project Description

This scope of services is to provide SFSWMA the following: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP #'22/16/P). 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; New Source Performance Standards (NSPS) reporting; and National Emission Standards for Hazardous Air Pollutants (NESHAPS) reporting. It also includes operation and maintenance services (both routine and non-routine) for the gas collection and control system (GCCS).

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated October 18, 2021, and subsequent discussions with SFSWMA, SCS proposes to organize our work for 2022 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 – Post-Submittal Services (2021 Title V Renewal Application); and
- Task 5 – GCCS Design Plan Updates for AAAA;

Tasks 1 and 3 are updated with new budgets annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. Task 4 is included to respond any follow-up questions or comments from NMED pertaining to the Title V Renewal Application submitted in August 2021. Task 5 is included to update the existing GCCS Design Plan for the changes in the 40 CFR 63, Subpart AAAA that became effective September 2021. No new gas system design or construction is anticipated to be needed during the 2022 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 2023. As such, these will be fully priced and authorized in future amendments to this agreement:

- 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 1.1 - NSPS, NESHAPs, and Title V Reporting

Task 1 includes services in calendar year 2022 related to required New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Title V reporting. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAAA. These NSPS and NESHAPS reports although requiring much of the same information, will be submitted in separate reports but concurrently. Reports will be submitted to NMED in April 2022 and in October 2022 for a total of four reports.

Under 40 CFR 60, Subpart XXX, liquids reporting is required annually under 40 CFR 60, §767(k) for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. In 2021, we understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting to NMED. As such, this task covers preparation and submittal of this report by no later than September 27, 2022.

The Title V reports document 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 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. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2022 and in October 2022. Please note that the number of reports is expected to be three Title V Semi-Annual Reports and two Title V Annual Compliance Certifications due separate reports required for each Title V Permit following the approval of the Title V Renewal Application currently under review by NMED.

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
- 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 NESHAPS report drafts for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will upload these reports to NMED’s Secure Extranet Portal (SEP) for SFSWMA to certify and submit.

Deliverables: Inclusive of ten (10) reports described above (2 NSPS, 2 NESHAPS, 1 Liquids, 3 Title V Semi-Annual, and 2 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA’s records in addition to the appropriate copies for the Air Quality Bureau (aqb). In addition, all deliverables will be provided electronically in PDF format.

Subtask 1.2 - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2021 emissions inventory for the Caja del Rio Landfill. This task also includes the emissions inventory for Buckman Road Recycling and Transfer Station (BuRRT). While BuRRT has not historically been required to submit an inventory, the permitting of the new brush grinder in 2021 triggered the requirement for a minor source emissions inventory. These inventories, which will be filed online, are scheduled to be submitted by April 1, 2022. In preparation for this task, SCS will prepare a list of needed information for each facility. These lists will include everything SCS needs to calculate 2021 emissions, such as 2021 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 for the landfill only.

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 submittals to AQB as the certifier. PDFs of the emissions spreadsheets will be provided to SFSWMA and AQB, consistent with what 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 any 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 sealed memorandum hard copies for SFSWMA files.*

Subtask 1.3 - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2021 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2022. 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 2021, 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 2021 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this data 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 or engineering design 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 items to be covered under this task are associated with 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/NESHAPS requirements. During the past year, SCS has performed regular monthly monitoring of the 29 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date in 2021, as wells have been maintained within required operating parameters. However, we advise that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2022 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/NESHAPS-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 and 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 29 extraction wells so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction 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/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database. Since SCS eTools is an SCS' proprietary application, the use of SCS eTools will be provided subject to SCS Standard Technology Services Agreement terms, as attached in Exhibit D.

If extraction wells do not adhere to NSPS/NESHAPS parameters (less than 145 °F and 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/NESHAPS requirements stipulating that some corrective action is made on non-compliant wells within 5 days of an exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedances(s), 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 data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

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/NESHAPS 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, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and 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 will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAA. The technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS 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 SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, 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 GCCS 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 – Post-Submittal Services (2021 Title V Renewal Application)

This task is to cover the following services that may be required due to the submittal of the Title V renewal application submitted to NMED in August 2021. 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 be required in 2022 year prior to NMED's approval of the renewal application. As such, this task is expect only in Year 1 of this contract.

Deliverables: Although the items to be covered under this task are on an as-needed basis to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 5 – GCCS Design Plan Update

This task is included for revising the landfill's GCCS Design Plan during 2022. 40 CFR 63, Subpart AAAAA, National Emissions Standards for Hazardous Air Pollutants (NESHAP) for landfills was revised and finalized on March 26, 2020. This new rule not only changed SSM requirements for landfills, but also consolidated all NSPS (both XXX and Cf) rules into one standard for landfills that emit over 50 Mg/yr of non-methane organic compounds (NMOCs).

NSPS/NESHAPS rules require that GCCS Design Plans be submitted. For the landfill, the existing GCCS Design Plan can be used for compliance with the new Subpart AAAAA rule. However, many portions of the existing GCCS Design Plan reference the old NESHAPS rules and now have outdated references. This task will be utilized to file an amended Design Capacity Report to address Subpart AAAAA changes.

For this task, we assume that no GCCS Design or layout changes would be included; rather, this would be used to address compliance, or alternate provisions for requested approval. Any GCCS Design Plan amendment prepared under this task would be provided to SFSWMA for review and approval, and could then be either sent to SFSWMA for submittal or SCS could submit on SFSMA's behalf to NMED for approval. We would provide the GCCS Design Plan amendment, any NMED-required forms, and also upload the plan to EPA's electronic reporting system if the AAAAA module to receive such a plan is active. The final Design Plan amendment would also be certified by a professional engineer registered in the State of New Mexico.

***Deliverables:** Sealed hard-copy will be submitted to NMED. Both a hard-copy and an electronic PDF file will be provided for SFSWMA files.*

SCHEDULE FOR AUTHORIZED TASKS 1 THROUGH 5

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.

Task 1 – Annual NSPS, NESHAPS, 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 2022. Data will be collected, processed, and emissions calculation prepared. In March 2022, 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 April 1, 2022, 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 – Post-Submittal Services for the 2021 Title V Renewal Application will be performed on an as-needed basis and is based on NMED's comments and requests during the review until the renewal has been approved.

Task 5 – GCCS Design Plan update is scheduled for April and May of 2022.

SCOPE FOR FUTURE TASKS

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system (GCCS) will have been in place in excess of 5 years during the contract period. Per the current federal NSPS/NESHAPS Rules for landfills, gas collection from Cell 6B will be required by March 2025. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 6B as required by the NSPS/NESHAPS rules. 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 at the time of performing this task will be sufficient for development of the construction plans. However, should updates to the survey be necessary, we will advise SFSWMA of the area requiring an updated survey for design purposes. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer. Necessary pre-construction surveys will be performed under Task 8.

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 documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.

Task 7 – Bidding Support Services

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

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

This task will also include 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, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.

Task 8 – Gas System CQA

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction during the contract term. 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 – Pre-Construction Topographical and LFG Extraction Wells Survey

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

- SCS will provide a pre-construction topographical survey of GCCS expansion area, if necessary, to confirm landfill gas (LFG) extraction well and piping locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm topographic grades of the landfill for the GCCS expansion.
- The pre-construction topographical survey will be reviewed by SCS and the construction plans modified as necessary to accommodate existing grades prior to construction.
- SCS will provide a pre-construction survey of the proposed landfill gas (LFG) extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor

registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.

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

Deliverables: Electronic copies will be provided of the modified construction plans (if necessary), and issued-for-construction well schedule for SFSWMA files along with printouts (up to 3 hard copies of the revised construction plans). All deliverables will be provided electronically via PDF.

Subtask 8.2 – Field CQA Services for LFG Extraction Well and Piping Installation

This subtask includes the field CQA services required during the LFG extraction system expansion. SCS will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

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

- SCS' inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS' inspector 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' inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report, as described in Subtask 8.4.

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

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

SCS assumes that this subtask will require daily observation. As such, the above services for Subtask 8.2 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day, Monday through Saturday over the construction duration. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Subtask 8.3 – Project Management during LFG Collection System Expansion

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.
- Reviewing and 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.
- Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, intermediate meetings/inspections; and a final inspection/walkthrough at substantial completion.

In addition to onsite inspections/meetings, SCS has assumed up seven (7) hours per week over the construction duration will be sufficient for the services provided in this subtask.

Subtask 8.4 – Construction Documentation Report

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

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtasks 8.2 and 8.3. 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 was required four years from that date (by August 30, 2021). The Title V Renewal Application was submitted prior to August 30, 2021 and is still currently under review by NMED. This task is to cover

the preparation of a subsequent renewal application once the timeline of the next required renewal deadline is confirmed (i.e., one year earlier than the next permit's expiration date). 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 follow-up submittal 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)
2022 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, NESHAPs, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting														<= Prepare NM Emissions Inventories and GHG Emissions by March 31, 2022. Prepare NSPS/NESHAPS/TV Reports by April 30 and October 30, 2022. Liquids reporting due by September 28, 2022.
2 - Engineering 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 - Post-Submittal Support Services (2021 Title V Renewal Application)														<= Perform as-needed.
5 - GCCS Design Plan Amendment (AAAA Update)														<= Prepare GCCS Design Plan update for AAAA changes and provide draft to SFSWMA no later than

EXHIBIT B

Task Fees

Exhibit B. Rates and Not-to-Exceed Fees
2022 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
Satellite Office Manager	\$225.00	hours	2	\$450.00
Project Manager 2	\$180.00	hours	9	\$1,620.00
Project Manager 1	\$170.00	hours	25	\$4,250.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	91	\$11,375.00
Secretarial/Clerical	\$75.00	hours	12	\$900.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Subtotal Less Gross Receipts Tax				\$19,455.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 1				\$19,455.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	10	\$2,250.00
Project Manager 2	\$180.00	hours	14	\$2,520.00
Project Manager 1	\$170.00	hours	12	\$2,040.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	40	\$5,000.00
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				\$12,580.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 2				\$12,580.00

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
Subtotal Task 3 - Routine Services					\$74,850.00
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
Subtotal Task 3 - Non-Routine Services					\$42,050.00
Total Task 3					\$116,900.00

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
2022 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 4 - Post-Submittal Services (2021 Title V Permit Renewal)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	1	\$225.00
Project Manager 2	\$180.00	hours	4	\$720.00
Project Manager 1	\$170.00	hours	20	\$3,400.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	10	\$1,250.00
Secretarial/Clerical	\$75.00	hours	2	\$150.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$100.00	lump sum	1	\$100.00
Subtotal Less Gross Receipts Tax				\$6,205.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 4				\$6,205.00

Task 5 - GCCS Design Plan Amendment (AAAA Update)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	2	\$450.00
Project Manager 2	\$180.00	hours	4	\$720.00
Project Manager 1	\$170.00	hours	10	\$1,700.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	16	\$2,000.00
Secretarial/Clerical	\$75.00	hours	2	\$150.00
Expenses				
Telephone/Fax/Postage	\$125.00	lump sum	1	\$125.00
Reproduction	\$125.00	lump sum	1	\$125.00
Subtotal Less Gross Receipts Tax				\$5,530.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 5				\$5,530.00

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$19,455
Task 2 - Engineering On-Call Services Total	\$12,580
Task 3 - Routine O&M Services Total	\$74,850
Task 3 - Non Routine O&M Services Total	\$42,050
Task 4 - Post-Submittal Services (2021 Title V Permit Renewal) Total	\$6,205
Task 5 - GCCS Design Plan Amendment (AAAA Update) Total	\$5,530
GRAND TOTAL	\$160,670

EXHIBIT C

Fee Schedule

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2021 through November 30, 2022)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	75
Project Administrator	75
Secretarial/Clerical	75
CAD Draftsperson	85
Senior Project Administrator	90
Technician	95
Associate Staff Professional	100
Sr. Technician.....	105
Office Service Manager	110
Staff Professional I	115
Staff Professional II	120
Staff Professional III.....	125
CAD Designer	130
Project Professional I	135
Project Professional II	140
H&S Specialist	150
CQA Manager	165
Project Professional III.....	165
Project Manager I.....	170
Project Manager II.....	180
Project Director I	200
Project Director II	215
Satellite Office Manager.....	225
Principal.....	225
SCS Field Services - Technical Field Personnel	
Laborer	62
Fusion Technician	80
Technician	80
Senior Technician	110
Superintendent	118
Senior Superintendent	144
Field Compliance Officer	165

General Terms

1. Labor rates are in effect until November 30, 2022. 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 December 1, 2021 through November 30, 2022)

	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
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 Rate300/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, 2022. 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
RFP '22/16/P
(Without Appendices)

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

**AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES
AND**

**ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM**

RFP No. 22/16/P

DUE:

OCTOBER 19, 2021

3:00 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. '22/16/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 19, 2021 for:

AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES AND ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified firms interested in providing air quality and landfill gas collection system engineering, operation and maintenance, and compliance services. The RFP process includes Qualifications-Based Selection - a procurement method that results in the selection of the best qualified and competent engineering firm most suitable to the needs of the Agency.

A pre-proposal site visit is **non-mandatory**. Due to the ongoing COVID-19 pandemic, Offerors requesting a site visit must notify the Agency by emailing 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 the 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) before 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 Employment Opportunity employer and will not discriminate against applicants and employees on the basis of race, color, ethnicity, national origin, age, religion, sex, sexual orientation, gender identity, disability or genetic information. The successful Offeror will be required to conform to the Equal Opportunity Employment Act.

ATTEST:

 09/20/2021
Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on September 15, 2021
To be published on September 20, 2021

Received by the Albuquerque Journal on September 15, 2021
To be published on September 20, 2021

PROPOSAL SCHEDULE

RFP No. '22/16/P

EVENT	DATE
Advertisement	September 20, 2021
Issuance of RFP	September 20, 2021
Acknowledgment of Receipt	October 4, 2021
Non-Mandatory Site Visit	By Appointment
Deadline to Submit Additional Questions	October 13, 2021
Response to Written Questions and Any Addendum	October 15, 2021
Receipt of Proposals	October 19, 2021, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	October 25, 2021
Selection	October 26, 2021
Negotiations	October 27, 2021
Recommendation of Award to Joint Powers Board	November 18, 2021

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

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 19, 2021.**

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. - '22/16/P

RFP Title – AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES
AND

ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM

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 Central Purchasing Office's version 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 October 4, 2021.

The procurement distribution list will be used to distribute 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 Agency's best interest 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 deadline for receipt of proposals 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 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@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or October 13, 2021.

Any and all such interpretations and any supplemental instruction will be in written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors known by the Agency to have received a complete RFP not later than three (3) days prior to the date set for receipt of proposals or October 15, 2021. 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@sfswwa.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 about the Offeror's organization and data that qualifies as a trade secret under 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 disclosing 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 18, 2021; however, the meeting's date 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 Agency's best interest. A determination containing the reasons 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 and 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
fadunaway@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 before 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). The 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, and 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 Professional 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 Professional 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 the Chief Procurement Officer's decision, 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 are 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. **Landfill:** means the Caja del Rio Landfill.
15. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).

16. **Non-responsive:** Proposal or bid that does not conform to requirements set forth in the Request for Proposals and is not evaluated by the evaluation committee.
17. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
19. **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).
20. **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).
21. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
22. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
23. **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).
24. **Responsive Offer:** means an offer that conforms materially to the requirements 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).
25. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
26. 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.
27. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

BACKGROUND

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

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

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

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

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

The Agency has recently submitted a renewal application for the Landfill's Title V permit in August 2021. It is anticipated that follow-up related to this application and draft permit review will be needed during this next contract period as well as the subsequent permit renewal (possibly towards the end of the contract period depending on when the renewal is issued by the Air Quality Bureau).

BuRRT is not subject to NSPS or NESHAP requirements, but does have a Notice of Intent (NOI) authorization for a brush grinder. Due to this authorization, a 2021 annual emissions inventory will be required for BuRRT.

SCOPE OF SERVICES

This scope of services is to provide the Agency with air-related compliance, permitting, and design services related to the landfill gas collection and control system (GCCS). It also includes GCCS operations and maintenance services as set forth in the following scope of services.

1. PERMITTING, COMPLIANCE REPORTING, AND DESIGN SERVICES

NSPS/NESHAP, and Title V Reporting

Services in this task will encompass semi-annual New Source Performance Standards (NSPS), startup, shutdown, and malfunction (SSM), and Title V reporting for the Landfill. This currently includes one reporting event in April and one in October annually (all routine reports are currently synchronized on this schedule).

Title V reporting requires reporting of any Title V deviations semi-annually and certification of overall compliance with all air-related requirements annually. For this Task, the Consultant will prepare the Title V reports.

The Landfill is a designated facility under 40 CFR 60, Subpart XXX and subject to 40 CFR 63, Subpart AAAA as finalized March 20, 2020. These rules require semi-annual report filings be submitted detailing many aspects of the gas system's operation. These reports require details, which include the following: collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions conducted during the reporting period, and a summary of gas system and control device downtimes.

The Consultant will prepare Title V, and NSPS/NESHAP report drafts for Agency review and signatures. Upon approval, at the Agency's preference, the Consultant will transmit these reports to the Agency for NMED submittal or submit them on the Agency's behalf.

Federal Greenhouse Gas (GHG) Emissions Reporting Services

The landfill is subject to Federal GHG Reporting. This task will address requirements regarding the Federal mandatory GHG reporting rules. The proposed scope for this task will include the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. Online reporting through EPA's eGGRT system will be used to file information related to the GHG reporting rule.

The Consultant must collect and process all required data from the previous calendar year for each year of reporting, including waste intake values, and flows/methane content for the landfill gas combusted in the landfill's flare. Utilizing equations provided in the EPA rule, the Consultant will convert the required information that has been gathered into the required GHG emissions.

Upon entering the required information into the online reporting system, the Consultant will work with the Landfill's designated representative to review and certify the data to EPA.

New Mexico Emissions Inventories (Landfill and BuRRT)

This task includes the State of New Mexico emissions inventory for the Landfill and BuRRT. These inventories, which will be filed online, are typically due by April 1 of each year for the emissions from the prior calendar year. The online format required by NMED; referred to as the NMED Air

Emissions Inventory Reporting (AEIR) tool must be used. Following completion of this work, Agency personnel will check and finalize the submittal to NMED. A copy of the emission spreadsheets will be provided to the Agency and NMED. The Consultant will also meet any GHG reporting that may be required at the State level.

The initial BuRRT inventory will be prepared in 2022 for calendar year 2021 emissions and is required due to an NOI authorization that was obtained for a new brush grinder in 2021.

Permitting

This task will include any necessary permitting required during the contract period for new sources, as they relate to Landfill or BuRRT operating permits, air quality (Title V), etc. Although no permitting tasks for BuRRT are anticipated at this time during the contract period, there are two Landfill-related tasks that are known as follows:

The Landfill submitted a Title V Permit Renewal Application in August 2021. This permit will likely require coordination during the next contract period including addressing Bureau comments, reviewing the final permit, or other, permit-related items. A permit hearing is not anticipated, but this has not yet been verified. The next five-year Title V permit renewal application may also be required at the end of the upcoming contract period depending on the Bureaus timing in issuing the renewal permit.

Landfill Gas System Engineering Design Services

Through the contract period, the Agency anticipates the need for design services related to the expansion of the GCCS to meet the NSPS requirement to operate the GCCS in areas where waste has been in place for five years or more. This work will likely include the production of construction drawings, specifications, and bid documents. It may also include support during the bidding phase and Construction Quality Assurance/Engineering support during construction.

General Services

Services will only be authorized on an as-needed basis, which may include general support items that might come up during the course of the contract. Tasks may specifically include support related to condensate injection bed construction, future GCCS budgeting assistance, or support for new regulations or other tasks for which the Agency would like assistance for their facilities.

Other related services could range from general assistance with revisions that might be needed to reporting or plans during the year for coordination between the Agency and the GCCS' operator, or coordination with NMED or EPA.

2. GAS SYSTEM OPERATIONS AND MAINTENANCE

Routine Services

The wellfield will be monitored on up to a twice-monthly basis. Currently the Agency has the wellfield read once per month with a second visit only being necessary if a well is not within NSPS parameters during the first visit. During these visits routine services for the wellfield will include:

- Monitoring and adjusting the extraction wells so that they meet NSPS requirements for temperature and pressure; as well as monitoring for oxygen.
- 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.
- Obtaining minimum monthly methane readings, maintaining flow meter calibration, and pulling flow data for annual GHG reporting.

Initial reading and adjusted readings, for each well and the blower/flare station (BFS), will be recorded during each monitoring event.

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

- Flare temperature prior to and after wellfield adjustments have been made.
- Pressure differential at the flame arrestor and condensate knockout.
- Concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made.
- Vacuum pressures, temperatures, and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.

Maintenance services, as recommended by John Zink for the flare, blower, and associated GCCS equipment will also be performed.

In addition to routine maintenance, the Consultant 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, the Consultant will advise the Agency of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question. All maintenance, calibrations, and repair performed by field staff will be documented and summarized in the monthly reports provided to the Agency.

Data from the continuous recorder, which records flow, temperature, pressure and methane concentrations, will be downloaded into electronic files submitted to the Agency and their designated agents.

A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the end of the following month. All collected data collected from the wellfield, blower/flare station, and any noted problem areas along with recommendations will also be submitted to the Agency with the monthly report.

Once the Consultant completes wellfield adjustments and collects all data, they should then perform maintenance for the month or quarter that is required for specific equipment, and any needed repairs

should also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

The Consultant will be required to perform NSPS-required quarterly surface emissions monitoring (SEM). The Consultant will walk the entire area of the landfill that is subject to NSPS regulations (basically the area where extraction wells are located), at 30-meter spacing in a grid pattern. Surface penetrations will also specifically be monitored per NSPS requirements. The monitoring instrument must 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 Consultant has finished walking the area, they will contact Agency staff to indicate where high concentrations of methane are located. The Consultant will assist Agency staff in remediating these areas so that emissions are less than 500 ppm during requisite re-monitoring.

Where surface emissions have exceeded 500 ppm, the area will need to be reevaluated within 10 days after remediation of the exceeded area has been completed and then 30 days after the initial exceedance reading. After the 30-day recheck and concentrations below 500 ppm have been obtained, the Consultant must provide all the collected data in the corresponding quarterly SEM 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.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of GCCS equipment components and additional components as needed to maintain compliance with NSPS requirements.

In addition, non-routine work may also consist of recommendations concerning the efficiency of the GCCS. Special assignments, such as engineering, system design, studies, plans/drawings, and various services related to landfill gas recovery and efficiency, fall into the category of non-routine services. These special assignments will be authorized and prioritized by the Agency.

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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 19, 2021**. 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 RFP requirements. Padding the proposal with “boilerplate” 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) Specialized Design and Technical Experience
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity to or Familiarity with the Agency
- 8) New Mexico Produced Work
- 9) Current Volume of Work with the Agency not 75% Complete
- 10) Innovativeness
- 11) 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.

Other supporting or resource material 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 for the landfill gas collection system engineering and operation and maintenance services and the air quality permitting and compliance reporting services. Also, discuss any important issues the Offeror has identified after reviewing 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 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. The Agency will accept no subcontractor with a suspension or debarment. The Offeror shall be 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
RFP No. '22/16/P**

The Evaluation Committee will evaluate each proposal 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 designated with “*” are required by Section 13-1-120.B NMSA 1978.

EVALUATION CRITERIA	WEIGHTED VALUES (Evaluation Points Available)
1. Specialized Design and Technical Experience*	200
2. Capacity and Capability*	200
3. Past Record of Performance*	200
4. Proximity to or Familiarity with the Agency*	200
5. New Mexico Produced Work*	100
6. Current Volume of Work with the Agency not 75% Complete*	50
7. Innovativeness of Proposal	50
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be given on the basis of the following evaluation criteria as they relate to landfill gas collection system engineering and operation and maintenance services and air quality permitting and compliance reporting services for the solid waste facilities:

1. Specialized Design and Technical Experience - Provide information about the Offeror’s specific technical experience with similar projects that demonstrate competence to successfully complete the project and 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 at least three (3) clients where the Offeror provided of landfill gas collection system engineering and operation and maintenance services and air permitting and compliance reporting services as described in the potential scope of services.

4. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's proximity to or familiarity with the Agency in which the scope of services is located.
5. New Mexico Produced Work - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico offeror or offerors. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that Offeror or Offerors.
6. Current Volume of Work with the Agency not 75% Complete - Indicate the volume of work the Offeror has previously done for the Agency, which is not seventy-five (75) percent complete regarding professional design services through the bidding phase. The purpose of the criteria is to help distribute projects among qualified offerors while not violating the principle of selecting the most highly qualified offeror.

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

The following formula shall be utilized in assessing scores based on the value of work for projects that are not 75% complete:

\$150,001	and	over	0 points
\$100,001	to	\$150,000	20 points
\$ 50,001	to	\$100,000	40 points
\$ 25,001	to	\$ 50,000	60 points
\$ 1	to	\$ 25,000	80 points
		None	100 points

7. Innovativeness of the Proposal - Describe the innovativeness of the Offeror's proposal that will provide maximum benefits for the Agency while maintaining cost-effective services for the Agency.

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. '22/16/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Specialized Design & Technical Experience*	20%	_____	_____	200
Capacity & Capability*	20%	_____	_____	200
Past Record of Performance*	20%	_____	_____	200
Proximity to or Familiarity with the Agency*	20%	_____	_____	200
New Mexico Produced Work*	10%	_____	_____	100
Current Volume of Work with the Agency not 75% Complete*	5%	_____	_____	50
Innovativeness of Proposal	5%	_____	_____	50
	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 15, 2021
Subject: Request for Approval of Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services in the Amount of \$20,000 (RFP No. '22/18/P)

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for employee medical services.

The compensation for the first year of the Agreement is \$20,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts) in the amount of \$9,500 and via a budget increase from 810.100700 (Operating Fund Cash Balance) to be apportioned between 8100851.510310 and 8100852.510310 (Service Contracts) for \$10,500 for a total amount of \$20,000.

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

BACKGROUND

On October 18, 2021, the Agency issued Request for Proposal (RFP) No. '22/18/P for employee medical services. One medical service provider, Concentra, responded to the RFP on November 2, 2021.

The evaluation criteria consisted of the following weighted values: experience and competence (20%); capacity and capability (20%); past record of performance (20%); cost (20%); approach to injury care and NM workers' comp (10 %); and proximity to or familiarity with the Agency (10%).

Based upon the criteria, the Agency's evaluation committee selected Concentra by consensus. The Agency negotiated the Scope of Services (Exhibit A of the Agreement) with Concentra.

The Scope of Services includes the following:

- General Medical Responsibilities
- Basic & DOT Physicals
- Drug & Alcohol Testing
- Immunizations and Infectious Disease Screening

- Respiratory Protection Program
- Injury Care
- NM Workers' Comp
- Other Medical Services

Concentra will provide medical services at its Santa Fe urgent care clinic at 720 St. Michaels Drive.

ACTION REQUESTED

The Agency requests Board approval of the Agreement with Concentra for employee medical services for \$20,000.

The Agency also requests approval of a 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 \$10,500.

Attachments: 1) Budget Adjustment Request
2) Professional Services Agreement with Concentra
3) RFP No. '22/18/P (Without Appendices)

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ATTACHMENT 1
Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/12/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Service Contracts	8100851	510310		7,500		
Service Contracts	8100852	510310		3,000		
<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>				\$ 10,500	\$ -	

Budget for professional services agreement with Occupational Health Centers of the Southwest (Concentra) for Employee Medical Services

Cash is available in the SFSWMA Operations Fund (810.100700)

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
810	(10,500)
TOTAL:	(10,500)

Emily Pisula	11/12/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	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

**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 – 2021)**

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. '22/18/P), 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 professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty Dollars and No Cents (\$20,000.00).

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

Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services

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. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, 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 and approved by the Joint Powers Board.

5. 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.

B. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than thirty (30) days written notice to Agency.

6. 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 Article 5 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. 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.

8. 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.

9. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

10. 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.

11. CONFIDENTIALITY

A. 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.

B. However, for medical records created through the performance of the Scope of Services hereunder, Contractor shall serve as the custodian of medical records created at the clinic

during the term of this Agreement. Contractor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement applicable to Contractor. Agency acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). Agency understands and acknowledges that Agency is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a “covered entity” as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law. Upon the termination of this Agreement for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should Agency request records be maintained by Contractor beyond any state, local or federal rule due to an ongoing audit or legal matter, then Agency shall be invoiced for such retention for as long as such records are retained until written notice from Agency to destroy such retained records. This Article 11 shall survive the termination of this Agreement.

12. OWNERSHIP OF WRITTEN PRODUCTS

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

13. 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.

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 commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this 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 professional medical malpractice 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.

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. 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, 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.

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. 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. 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.

20. 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.

21. 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, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties

Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services

for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

22. AMENDMENT

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

23. 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.

24. 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.

25. NOTICES

A. Any notice 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

CONTRACTOR: Robert G. Hassett, D.O., MPH
President, Treasurer and Corporate Secretary
Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers
Spectrum Drive, Suite 1200 West
Addison, TX 75001

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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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:

JoAnne Vigil Coppler
Chairperson

Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror 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.

Offeror 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.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror 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.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror 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.

Offeror 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.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination	\$ <u>58</u>
DOT Physical Examination	\$ <u>68</u>
DOT Regulated Drug Screen (5-panel)	\$ <u>55</u>
Non-Regulated (Rapid) Drug Screen (5-panel)	\$ <u>47</u>
Non-Regulated Drug Screen (10-panel)	\$ <u>75</u>
Breathe Alcohol Test (BAT)	\$ <u>35</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 per injection</u>
Hepatitis B Titer (Surface Antibody)	\$ <u>87</u>
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	\$ <u>80</u>
Influenza Vaccine	\$ <u>36</u>
HIV Screening	\$ <u>92</u>
Tuberculosis Screening	\$ <u>38</u>
On-Site (per hour)	\$ <u>N/A</u>

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$ <u>35</u>
Respirator Physical	\$ <u>67</u>
Pulmonary Function Test	\$ <u>48</u>
Lead & ZPP Whole Blood*	\$ <u>113</u>
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$ <u>72</u>
Cholinesterase Whole Blood ⁽¹⁾	\$ <u>86</u>
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$ <u>112</u>
Chest X-Ray ⁽²⁾	\$ <u>74</u>
E.K.G. ⁽²⁾	\$ <u>64</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. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic. Exhibit B contains the details of these services.

Coronavirus Clearance/RTW Evaluation	\$ <u>85</u>
Coronavirus (COVID-19) Assessment	\$ <u>30</u>
SARS Co-V2 RNA COVID19	\$ <u>185</u>
SARS Cov-2 Ab IgG Spike	\$ <u>110</u>

EXHIBIT B

Other Medical Services

**COVID-19 SARS CoV 2 RNA AND SARS CoV 2 AB IgG (ANTIBODY TESTING)
CENTER SERVICES**

1. Concentra Responsibilities. Concentra will assign appropriate staff to perform the Services set forth on Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services immediately at its sole discretion.

2. Client Responsibilities. Any testing materials or equipment to perform the Services under this Agreement, shall adhere to all COVID-19 SARS CoV2 RNA and SARS CoV 2 AB IgG (Antibody Testing) guidelines issued by the Centers for Disease Control and Prevention (CDC) to the greatest extent possible.

a) Testing materials to be provided (please select what will be provided by Client)

- Testing Device:
- Test Kits:
- Other:
- ✓ **None, Concentra to provide all requirements**

* Client acknowledges and agrees that Concentra's ability to perform the Services of the Agreement is contingent upon the provision of the supplies set forth above. All testing supplies provided by shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing.

3. Indemnification. Concentra shall indemnify and hold harmless Client, including its agents, employees, principals, shareholders, and officers, from any liability in connection with any act or event causing harm or injury to any participant of the screening, provided such act or event is caused by the sole negligent act or omission of Concentra or any Concentra agent or employee.

4. Compliance with Laws. Concentra and Client agree to comply with all applicable federal and state laws and regulations, including any laws or emergency public health orders which are enacted before or after the Effective Date.

Concentra will provide the Services at the rates below:

Test	Fee
SARS CoV 2 RNA 39448 (COVID-19)	\$185.00/test
SARS CoV 2 AB IgG COVID-19 39504 (Antibody Testing)	\$125.00/test

- a) All Services performed shall be for **asymptotic** test participants only. Test participants shall be defined as Client’s employees. **Symptomatic** individuals will not be tested and should be instructed not to visit Concentra.
- b) RNA tests are used to determine if someone is currently infected with SARS CoV-2, the virus that causes COVID-19. These tests check samples from the respiratory system, such as swabs from inside the nose.
- c) Antibody tests (IgG) venipuncture to check for a previous infection.
 - i. Concentra will assign appropriate staff to perform the Services set forth herein. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services at its sole discretion. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Concentra shall make best efforts to notice Client as promptly as possible and Services shall be suspended until such shortage is remedied.
 - ii. All testing shall be done by scheduled visits only. If the Client requires bulk testing Services to be performed in one scheduled event of twenty-five (25) or more test participants, then Client shall provide Concentra with at least two (2) weeks’ written notice of such requirement and Concentra shall ensure staff and supplies are available for such event.
 - iii. Specimen collection and testing will be performed at a Concentra location(s). Concentra shall develop the process and patient flow, as may be required.
 - iv. Test participants must consent to testing and allow Concentra to release results. The applicable consent forms will be distributed by Client to the test participants in advance of the screening event.
 - v. Concentra’s Physician or Clinician shall ask the applicable questions with each test participant. If required and based on responses to the questions, the Concentra Physician or Clinician will order the applicable tests required for each test participant.
 - vi. All specimen collections and testing will be completed under the supervision of a Concentra Occupational Health Physician licensed in the applicable State the services are performed.
 - vii. Concentra will be the occupational health provider to perform specimen collection, testing, and results reporting.
 - viii. All reporting will be provided to Client via employer portal access upon receipt of results from the laboratory.
 - ix. Nasal swab collections and Antibody testing will be performed by Concentra under the supervision of a licensed practitioner.

- x. Concentra staff will provide specimens to the applicable laboratory while ensuring temperature control, if applicable.
- xi. Client acknowledges that it has been advised of, and understands, the purpose and limitations of testing clinical specimens for COVID-19. Client has had an opportunity to consult with its medical and legal counsel about its COVID-19 testing program prior to entering into this Agreement.
- xii. Client understands that it may be restricted from requiring its employees to undergo antibody testing as a condition of returning to work and it has had an opportunity to consult with its legal counsel prior to developing its testing program.

ATTACHMENT 3

**RFP '22/18/P
Employee Medical Services
(Without Appendices)**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

REQUEST FOR PROPOSALS

EMPLOYEE MEDICAL SERVICES

RFP No. 22/18/P

DUE:

**November 2, 2021
3:00 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. 22/18/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”). Responses shall be electronically submitted to Purchasing@santafenm.gov no later than 3:00 p.m. MST/MDT, Tuesday, November 2, 2021. Any proposal received after this deadline will not be accepted and/or considered. This proposal is for the purpose of procuring the following:

EMPLOYEE MEDICAL SERVICES

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 RFP throughout.

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified companies interested in providing employee medical services. The RFP process includes Qualifications-Based Selection - a procurement method that results in the selection of the best qualified and competent company most suitable to the needs of the Agency.

The successful vendor will be required to conform to the Equal Opportunity Employment regulations.

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) before the proposal due date.

The RFP and subsequent addendum(s), if any, are available at the following website: http://www.santafenm.gov/bids_rfps.

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.

ATTEST:

Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on October 14, 2021
To be published on October 19, 2021

Received by the Albuquerque Journal on October 14, 2021
To be published on October 19, 2021

PROPOSAL SCHEDULE

RFP No. 22/18/P

EVENT	DATE
Advertisement	October 19, 2021
Issuance of RFP	October 20, 2021
Acknowledgment of Receipt	October 22, 2021
Deadline to Submit Additional Questions	October 27, 2021
Response to Written Questions and Any Addendum	October 29, 2021
Receipt of Proposals	November 2, 2021, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	November 8, 2021
Selection	November 8, 2021
Negotiations	November 9, 2021
Recommendation of Award to Joint Powers Board	November 18, 2021

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

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, November 2, 2021.**

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. - 22/18/P

RFP Title – Employee Medical Services

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

Proposals shall be submitted as one (1) electronic document and must be organized in accordance with the Proposal Submittal Requirements of this RFP. **DO NOT INCLUDE COST INFORMATION AS PART OF THE OVERALL PROPOSAL.** The Cost Proposal shall be submitted as one (1) electronic document separate from the overall proposal. *EXCEPTION: Single electronic files that exceed 30 mb may be submitted as multiple files, which must be the least number of files necessary to fall under the 30 mb limit.*

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 Central Purchasing Office's version 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 October 22, 2021.

The procurement distribution list will be used to distribute 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.

DO NOT INCLUDE ANY COST INFORMATION IN THE OVERALL PROPOSAL. The Cost Proposal shall be a separate standalone document as described in the Proposal Submittal Requirements section of this RFP.

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 Agency's best interest 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 deadline for receipt of proposals 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 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@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or October 27, 2021.

Any and all such interpretations and any supplemental instruction will be in written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors known by the Agency to have received a complete RFP not later than three (3) days prior to the date set for receipt of proposals or October 29, 2021. 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@sfswwma.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 cancel 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 about the Offeror's organization and data that qualifies as a trade secret under 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 disclosing 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 18, 2021; however, the meeting's date 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 Agency's best interest. A determination containing the reasons 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 and 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
fadunaway@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. AGENCY RIGHTS

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

15. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval before 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.

16. 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.

17. EMAIL ADDRESS REQUIRED

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

18. 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, and any subsequent changes to the ordinances throughout the term of this contract.

19. 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 or Resident Contractor 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 or Resident Contractor 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 or contractor 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.

20. **PROCUREMENT UNDER EXISTING CONTRACTS**

Offeror shall be made aware that other central purchasing offices may utilize the Professional 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 Professional 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. **Desirable:** means the terms "can", "may", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
11. **Determination:** means the written documentation of the Chief Procurement Officer's decision, 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).
12. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
13. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria are sufficiently high to merit further consideration by the Evaluation Committee.
14. **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.
15. **Landfill:** means the Caja del Rio Landfill.

16. **Mandatory:** means 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.
17. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
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. **Redacted:** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978) and summarized herein blacked-out BUT NOT omitted or removed.
22. **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).
23. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
24. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
25. **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).
26. **Responsive Offer:** means an offer that conforms materially to the requirements 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).
27. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).

28. **Staff:** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
29. **Unredacted:** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
30. **Written:** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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BACKGROUND

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from licensed, qualified medical providers (Offeror) to provide 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. Offerors (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. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror 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.

Offeror 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.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror 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.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror 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.

Offeror 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.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination	\$ _____
DOT Physical Examination	\$ _____
DOT Regulated Drug Screen (5-panel)	\$ _____
Non-Regulated (Rapid) Drug Screen (5-panel)	\$ _____
Breathe Alcohol Test (BAT)	\$ _____

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	\$ _____
Hepatitis B Titer (Surface Antibody)	\$ _____
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	\$ _____
Influenza Vaccine	\$ _____
HIV Screening	\$ _____
Tuberculosis Screening	\$ _____
On-Site (per hour)	\$ _____

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$ _____
Respirator Physical	\$ _____
Pulmonary Function Test	\$ _____
Lead & ZPP Whole Blood*	\$ _____
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$ _____
Cholinesterase Whole Blood ⁽¹⁾	\$ _____
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$ _____
Chest X-Ray ⁽²⁾	\$ _____
E.K.G. ⁽²⁾	\$ _____

(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. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic.

Coronavirus Clearance/RTW Evaluation	\$ _____
Coronavirus (COVID-19) Assessment	\$ _____
SARS Co-V2 RNA COVID19	\$ _____
SARS Cov-2 Ab IgG Spike	\$ _____

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, November 2, 2021**. 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 RFP requirements. Padding the proposal with “boilerplate” 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) Experience and Competence
- 4) Capacity and Capability
- 5) Past Record of Performance
- 6) Approach to Injury Care and NM Workers’ Comp
- 7) Proximity to or Familiarity with the Agency
- 8) 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.

Other supporting or resource material 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.
- 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 or Resident Contractor Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

Cost Proposal: Include the Offeror's Medical Fees as described in Section 2 of the scope of services as a separate document. All information for the cost proposal must be combined into a single file/document.

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. The Agency will accept no subcontractor with a suspension or debarment. The Offeror shall be 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
RFP No. 22/18/P

The Evaluation Committee will evaluate each proposal 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	WEIGHTED VALUES (Evaluation Points Available)
1. Experience and Competence	200
2. Capacity and Capability	200
3. Past Record of Performance	200
4. Approach to Injury Care and NM Workers' Comp	100
5. Proximity to or Familiarity with the Agency	100
6. Cost Proposal	200
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be given on the basis of the following evaluation criteria:

1. Experience and Competence - Provide information about the Offeror's experience with similar clients that demonstrate competence to successfully complete the medical services required.
2. Capacity and Capability - Provide information about the Offeror's business that demonstrates the ability to provide sufficient professional and medical services including any specialized services.
3. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to employee medical services. Also provide a minimum of three (3) references related to employee medical services as described in this RFP, preferably within the last five (5) years.
5. Approach to Injury Care and NM Workers' Comp - Describe the Offeror's approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

6. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's familiarity with the Agency and describe any issues or problems that may arise that could affect the medical services.

7. Cost Proposal - Evaluation of Offeror's medical fees based on Section 2 in Scope of Services (pp. 15-16). The Cost Proposal shall be provided as a separate document from the overall proposal. All information for the cost proposal must be combined into a single file/document.

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. 22/18/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Experience and Competence	20%	_____	_____	200
Capacity & Capability	20%	_____	_____	200
Past Record of Performance	20%	_____	_____	200
Approach to Injury Care & NM Workers' Comp	10%	_____	_____	100
Proximity to or Familiarity with the Agency	10%	_____	_____	100
Cost Proposal	20%	_____	_____	200
Total			=====	1,000
New Mexico Preference - Resident Business Points per Information for Offerors, 19.				50
New Mexico Preference - Resident Veterans Points per Information for Offerors, 19.				100

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