



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
November 20, 2025 at 4:00 PM
Grant Conference Room, 2nd
Floor
240 Grant Avenue
Santa Fe, NM 87501**

**Procedures for Solid Waste Management Agency Joint Powers Board Meeting
Members of the public and staff can attend the Joint Powers Board meeting in
person or virtually via WebEx by following the information below:**

Click [Here](#) to Join by WebEx Meeting Link using a computer/laptop/smartphone.

Join by Telephone or Mobile Device: (415) 655-0001
Meeting Number (Access Code): 2557 935 0651
Meeting Password: 7522 7239

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
 - A. Approval of Agenda
- IV. Approval of Minutes
 - A. Regular Meeting – October 16, 2025
- V. Matters from the Public
- VI. Approval of Consent Calendar
- VII. Consent Calendar
 - A. Request for Approval to Award ITB No. 26015 to Quest Waste Management, LLC of Ferris, TX, for Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill for a Total Not-To-Exceed Amount of \$30,000, Including NM GRT; and
 1. Approval of the Price Agreement with Quest Waste Management, LLC.
 - B. Request for Approval of Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting Services and Engineering, Operation and Maintenance Services for the Landfill Gas

Collection System in the Amount of \$392,960 (RFP No. FY26-RFP-027); and

1. Approval of Budget Increase to 8100851.510250 (Landfill Compliance Services) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$39,830.

2. Approval of Budget Increase to 8120860.572960 (WIP Design - Phase 4 LFG Collection System) from 812.100700 (Landfill Gas Collection System Reserve Fund) in the Amount of \$133,130.

C. 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. FY26-RFP-031).

D. Request for Approval of Amendment No. 5 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, 2026.

2. Increase the Compensation by \$60,000 for a Total Not-To-Exceed Amount of \$371,000.

E. Request for Approval of 2026 Meeting Calendar.

VIII. Matters from the Executive Director

A. Update: Customer Unloading Area Improvements (Safety Railing and Curb Stops) at the BuRRT Transfer Station.

IX. Matters from Staff - City and County

A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.

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

X. Matters from the Board

XI. Executive Session:

A. In Accordance with the New Mexico Open Meetings Act, NMSA 1978, §10-15-1(H)(8), Discussion Regarding Purchase, Acquisition or Disposal of Real Property by the Santa Fe Solid Waste Management Agency, including, without Limitation, the Lease of the Buckman Road Recycling and Transfer Station.

XII. Executive Session Action Items:

XIII. Next Meeting Date: February 19, 2026

XIV. Adjourn

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Rosalie Cardenas at (505) 424-1850, extension 150.

AGENDA

Santa Fe Solid Waste Management Agency
Joint Powers Board

Regular Meeting

Thursday, November 20, 2025 at 5:00 PM
Hybrid In-Person and Virtual Meeting
Santa Fe County Administrative Complex
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501

Members of the public and staff can attend the Joint Powers Board meeting in person or virtually via WebEx by following the information below:

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

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m86b8949428a69fb7eb4518d83922c2e6>

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

Meeting Number (Access Code): 2553 553 5613

Meeting Password: wtP4yFkdc53 (98749353 when dialing from a phone)

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- II. Roll Call**
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 - A. Regular Meeting – October 16, 2025
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- A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.
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XII. Executive Session Action Items

XIII. Next Meeting Date: February 19, 2026

XIV. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Christiann Orozco at (505) 424-1850, extension 150.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: November 13, 2025
Subject: Request for Approval to Award ITB No. 26015 to Quest Waste Management, LLC of Ferris, TX, for Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill for a Total Not-To-Exceed Amount of \$30,000, Including NM GRT

SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 26015 to Quest Waste Management, LLC of Ferris, TX, for inspection, maintenance, and repairs of the leachate collection system at the Caja del Rio Landfill, with a total not-to-exceed amount of \$30,000, including NM GRT.

On August 19, 2025, the Agency issued ITB No. 26015. Two bidders responded on September 10, 2025:

- Quest Waste Management, LLC, Ferris, TX
- Stearns, Conrad & Schmidt Consulting Engineers, Inc., Bedford, TX

Quest Waste Management was the lowest responsive bidder, with unit rates and trip costs being significantly lower than those of Stearns, Conrad & Schmidt Consulting Engineers, Inc. Table 1 summarizes the two bids.

Per Article 8, the Price Agreement may be renewed annually with Board approval, not to exceed ten years. Any request for a price adjustment requires Board approval.

Funding is available in 8100851.510250 (Compliance Services).

BACKGROUND

The Caja del Rio Landfill (Landfill) has six disposal cells, each with a leachate collection riser that includes a leachate pump and various supporting components.

The ITB includes the following objections:

- A. Conduct inspections of the leachate collection system at six riser locations at least twice annually.
- B. Perform routine preventative maintenance on the various components of the leachate collection system at least twice per year during inspections.
- C. Perform non-routine maintenance of components as needed.

Table 1. Bid Summary for ITB No. 26015.

Description	Unit of Measure	Quest Waste Management, LLC ⁽¹⁾	Stearns, Conrad & Schmidt Consulting Engineers, Inc. ⁽¹⁾
Inspection, Maintenance and Repair Hourly Labor Rate – Regular Time	\$/Hour	\$120.00	\$415.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime Time	\$/Hour	\$120.00	\$487.00
Mobilization/Trip Charge	\$/Mile	\$2.44	\$3.60
Fuel Surcharge	\$/Mile	\$0.08	\$0.00
Tool Usage	Per Trip	\$75.00	\$230.00
Round-trip Mileage (Portal to Portal)	Miles	1,360	1,236
Parts Discount off List/Catalog Pricing	Percent	0%	0%
Total Base Price	\$/Trip	\$7,102.20	\$17,129.60
Resident/Veteran/Native/Local Preference Submitted	-	No	Yes
Percentage Reduction Applied	-	0%	8%
Final Selection Based Price	\$/Trip	\$7,102.20	\$15,860.74

⁽¹⁾ Excluding NM GRT

The Price Agreement establishes services and equipment required to maintain the leachate collection system at the Landfill. This includes, but is not limited to, a single-phase, 230-volt, 60-hertz (supplied via generator) system, controls, high-density polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), installing pumps, and any minor repair of HDPE liners and associated piping.

Quest Waste Management is factory authorized and trained to repair the EPG's Sure Pump Leachate pumping systems, including controls, that are installed at each leachate collection riser at the Landfill.

ACTION REQUESTED:

The Agency recommends awarding ITB No. 26015 to Quest Waste Management.

The Agency also requests the Board to approve the Price Agreement with Quest Waste Management for \$30,000, including NM GRT, to provide inspection, maintenance, and repairs of the leachate collection system at the Landfill.

Attachments:

- 1) Price Agreement with Quest Waste Management
- 2) ITB No. 26015 – Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill (Without Appendices)

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ATTACHMENT 1

**Price Agreement
with
Quest Waste Management**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH
QUEST WASTE MANAGEMENT
(Leachate Collection System Inspection, Maintenance and
Repairs for the Caja del Rio Landfill – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Quest Waste Management, LLC of Ferris, TX (“Contractor”) for leachate collection system inspection, maintenance and repairs for the Caja del Rio Landfill as described in ITB No. 26015 and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 26015 and all terms, specifications and conditions, contained therein and Contractor's response for the cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

- A. "Agency" means the Santa Fe Solid Waste Management Agency.
- B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506.

- C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of the most current production, unless otherwise specified.
- D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.
- E. "Price Agreement" means this indefinite quantity Price Agreement, which requires Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.
- G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.
- H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

- A. Price of Items and Services. Section 3 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject to this Agreement.
- B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number, Price Agreement number and ITB No. 26015.

- C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.
- D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 26015, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, including packaging, the Purchase Order number, Price Agreement number, and the Agency facility.
- 2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this timeframe or if the complete order cannot be fulfilled.

- 3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.
- 4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.
- 5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such items or services to any customers. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

- A. All payments under this Agreement are subject to the following provisions.
 - 1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed promptly, at Contractor's risk and expense, upon receipt of notice of rejection.
 - 2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items

have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receipt of the services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Central Purchasing Division.
- 5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.
- 6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for

payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 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 ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

9. CANCELLATION

- A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

- B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.
- C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

- A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days' prior written notice to Contractor of the date of termination ("Notice of Termination"). Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

- B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- A. Contractor, its agents, and its employees are independent contractors performing product delivery 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.

12. 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.

13. CONFLICT OF INTEREST

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

employ or contract with anyone in the performance of this Agreement who has any such conflict of interest.

- B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. 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 thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.
- B. Contractor shall carry and maintain 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.
- C. Contractor shall 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and 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.

26. 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.

27. 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.

28. NOTICES

- A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

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

CONTRACTOR: John P. Bernat
Owner
Quest Waste Management, LLC
4142 FM 660
Ferris, TX 75125
Email: jbernat@questwm.com

- B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email

stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

- D. Any party may change its address for purposes of this 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.

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

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

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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:

Lee Garcia
Chairperson

Date:

CONTRACTOR:

John P. Bernat
Owner
Quest Waste Management, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 26015

1. GENERAL CONDITIONS

- A. This Agreement is established to provide services and equipment required to maintain the leachate collection system at the Caja del Rio Landfill. This includes, but is not limited to, a single-phase, 230 Volt, 60 Hertz (supplied via generator) system, controls, high-density polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), purchasing and installing pumps, and any small repair of HDPE liners and associated piping.
- B. Contractor shall be factory authorized and trained to repair EPG Companies' Sure Pump Leachate pumping systems, including controls.
- C. Inspection and maintenance will be performed a minimum of twice per year. Maintenance will include inspecting six leachate extraction point risers, which involves checking control boxes and components, recording system settings, verifying system voltages and pump amperages, assessing discharge pipe and headwall conditions, measuring leachate levels, and replacing desiccant dryer elements as needed. Removing pumps from the risers may be required.
- D. The Agency is responsible for determining when the non-routine services of Contractor are needed. Upon determination by authorized personnel of the need for non-routine services, Contractor will be contacted and informed of the work to be performed.
- E. Contractor shall evaluate the situation or problem when directed and provide an estimate that details the proposed work, itemized in hours, prices, and materials with descriptions and estimated costs. Agency personnel may assist with basic evaluations as directed by

Contractor and when deemed appropriate. After approval by the Agency, Contractor shall carry out the necessary work or repairs and submit invoices that specify the time, labor charges, and the parts or materials used.

- F. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.
- G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency.
- H. Upon completion of each inspection, the routine preventative maintenance or the non-routine maintenance Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.
- I. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty, whichever is longer. Warranty shall cover replacement of the item and required labor when necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for a period of 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to the provisions of the contract. No used parts/materials shall be installed in any Agency-owned or operated equipment, unless

approved otherwise. Work shall be performed in a neat, workmanlike manner to be approved or directed by the Agency.

- J. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for the removal of any debris created during the work performed. Disposal is allowable at the Caja del Rio Landfill, assuming the material is not considered a hazardous or unauthorized waste. Hazardous and unauthorized waste generated during the work performed is the responsibility of Contractor.
- K. Contractor shall provide all necessary invoices of material purchased with a complete description of the material purchased. Catalog numbers and the item's cost are insufficient. Invoices will include the signature of an authorized Contractor representative. Written notification, including the nature of the work performed and any other necessary information to expedite invoice processing, shall be submitted to the Agency for review, approval and payment within a 14-calendar day timeframe.
- L. Services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- M. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (Holidays and non-holidays) shall be approved by the Agency in advance.
- N. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- O. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Section 3 of Exhibit A of this Agreement, Number of

Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

- P. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), project location, Contractor's applicable labor rates set forth in Section 3 of Exhibit A of this Agreement, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.
- Q. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases as listed in Exhibit A of the contract. A copy of the supplier's invoice must be submitted to the Agency for payment.
- R. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.
- S. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of the job. The Agency reserves the right to determine the number of helpers to be dispatched.
- T. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may result in payment delays.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
 Attn: Accountant
 149 Wildlife Way
 Santa Fe, NM 87506
 Telephone: (505) 424-1850 x 140
 Email: AccountsPayable@sfswma.org

3. CONTRACTOR’S UNIT PRICING

Leachate Collection System Inspection, Maintenance and Repairs

Description	Unit	Cost ⁽¹⁾
Inspection, Maintenance and Repair Hourly Labor Rate – Normal Service Hours	Per Hour	\$120.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime	Per Hour	\$120.00
Mobilization/Trip Charge	Per Mile	\$2.44
Fuel Surcharge	Per Mile	\$0.08
Tool Usage	Per Trip	\$75.00
Roundtrip Mileage (Portal to Portal)	Miles	1,360
Parts Discount off List/Catalog Pricing	Percent	0%

⁽¹⁾ Excludes NMGRS.

ATTACHMENT 2

ITB No. 26015

**Leachate Collection System Inspection, Maintenance and
Repairs for the Caja del Rio Landfill
(Without Appendices)**



The City of Santa Fe, Central Purchasing Division

INVITATION TO BID (ITB)

**LEACHATE COLLECTION SYSTEM INSPECTION, MAINTENANCE
AND REPAIRS FOR THE CAJA DEL RIO LANDFILL**

ITB#: 26015

Bid Due Date and Time: Wednesday, September 10, 2025 by 2:00 pm

Table Of Contents

1. TERMS AND CONDITIONS
2. INFORMATION TO BIDDERS
3. STATEMENT OF WORK
4. SCOPE OF WORK
5. PRICE SCHEDULE
6. VENDOR QUESTIONNAIRE

Attachments:

A - Sample Price Agreement_Leachate

1. TERMS AND CONDITIONS

- A. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or designee approves a purchase document in response to the ITB, a binding contract is created.
- B. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Central Purchasing Division (CPD). Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
- C. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- D. **Cancellation/Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the City, State, or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Agency shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the Agency provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- E. **Items/Parts:** All bid items/parts are to be NEW and of the most current production unless otherwise specified.
- F. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

G. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

H. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Agency may place with the Contractor during the term. Delivery shall be made as indicated by the Agency. If contractor is unable to meet stated delivery the Agency must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.

1. The Purchase Order/Contract reference and the Contractor's name, Agency's name and location shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipments. The Agency's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.
2. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
3. Invoices must be submitted to the Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506 and NOT the City of Santa Fe.

I. **Method of Payment:**

1. Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
2. Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency.
 - a. Contractor can register online at: <https://santafenm.munisselfservice.com/Vendors/default.aspx>.

J. **Payment Provisions: All payments under this Contract are subject to the following provisions.**

1. **Acceptance** - In accordance with Section NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the Agency, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

2. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.
- K. **Taxes:** The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Agency. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.
- L. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- M. **Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the term of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.
- N. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the CPO, the Agency may invoke the cancelation/default provisions of the contract contained herein.
- O. **Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- P. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this contract may be terminated by the Agency.
- Q. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this contract. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the

replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

- R. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this contract's term and effect and retain them for a period of three (3) years from the date of final payment under this contract. The 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 billings, both before and after payment. Payment for services under this contract shall not foreclose the right of the Agency to recover excessive or illegal payments.
- S. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- T. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.
- U. **Nondiscrimination:** Contractor doing business with the Agency must follow the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- V. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- W. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- X. **No Additional Terms and/or Conditions will be Accepted.**

2. INFORMATION TO BIDDERS

2.1. ITB Access and Bid Submission

Solicitation packets are available in the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm>.

(On the Project page, use the "Search" bar to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the [OpenGov Procurement Portal](#) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments (addenda) before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

Email: procurement-support@opengov.com if you're having difficulty on the website.

- Procurement amendments (addenda) are processed through OpenGov. If amendments (addenda) are processed,
 - before bids are submitted, ensure bids reflect the amendments (addenda);
 - after bids are submitted, bidders must update the bid by clicking “modify” and updating the associated area(s)* to ensure bid reflects the amendment (addendum).
 - *Bidders must replace the previously submitted documents if the amendment (addendum) affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. OpenGov will not allow late submissions. The OpenGov system will be the official time for responses to be submitted.

Individuals that require accommodation may contact the CPO or designee at least five (5) working days prior to the scheduled Bid Opening.

Travis Dutton-Leyda, CPO
City of Santa Fe
tkduttonleyda@santafenm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the OpenGov Procurement Portal: <https://procurement.opengov.com/portal/santafenm/projects/186711>

Bidders may contact **ONLY** the Project Contact and the CPD regarding this procurement and its terminology via the **OpenGov Procurement Portal**. Answers and information provided by any other employees shall not be considered official.

Bidders shall promptly notify CPD – purchasing_ITB@santafenm.gov of any ambiguity, inconsistency, or error which they may discover upon examination of this ITB. Any response made by the Agency will be provided in writing to all potential bidders by way of amendments (addenda) or Questions and Answers, verbal responses shall not be considered official.

2.2. Preparation of Bid Price Schedule

To avoid errors and misunderstandings, attached bids must have all blank spaces and prices filled in accurately. In the event there is a zero discount/price, indicate as such by entering a ‘0’. Failure to do so may result in rejection of the bid.

2.3. Site Visit

A site visit will be held per the ITB Schedule at the Caja del Rio Landfill – Administration Building located at 149 Wildlife Way, Santa Fe, NM. A site visit will be conducted during this time to ensure that bidders are acquainted with the specific needs of the Agency.

2.4. Correction or Withdrawal of Bid

Bids may be modified directly in OpenGov before the scheduled bid opening to make corrections or changes.

Modifications must occur before the scheduled bid opening for consideration; no bid modifications are allowed post-opening. Bidders reporting mistakes may withdraw bids prior to the submission due date.

2.5. Interpretations and Amendments (Addenda)

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an amendment (addendum). Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted as a question through [OpenGov Procurement Portal](#) to be given consideration and must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written amendments (addenda) to the ITB, which, if issued, will be sent to all prospective Bidders through the [OpenGov Procurement Portal](#) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such amendments (addenda) or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All amendments (addenda) so issued shall become part of the contract documents.

Amendments (addenda) will be distributed through the [OpenGov Procurement Portal](#).

The Agency reserves the right not to comply with these time frames mentioned above if an amendment (addendum) is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

2.6. Bid Opening

Bid opening will be conducted via Microsoft Teams as follows:

Date: Wednesday, September 10, 2025

Time: 2:00 pm Mountain S/D Time (US and Canada)

Web Address:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFINWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

2.7. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a

bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

2.8. Bid Tabulations

If applicable, bid tabs will be posted to the webpage linked below within 14 days after the Bid Opening Date. <https://santafenm.gov/finance-2/purchasing-1/bid-tabulations>

2.9. Laws and Regulations

The Bidder'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 ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

2.10. Brand Name Specifications, NMSA 1978, Section 13-1-33

May be authorized ONLY if required to match existing equipment and is determined by the CPO, to be in the best interest of the Agency.

2.11. Brand Name or Equal, NMSA 1978, Section 13-1-34

Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with the bid, to avoid delay in award.

2.12. Method of Award

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

The ITB sets forth all specifications to be used in determining acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another's, but only to determine that a bidder's offering is acceptable as set forth in the ITB. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

The Agency reserves right to award entire bid, groups, individual items, or combinations in the best interest of the Agency.

F.O.B. Destination requires delivery to the Agency location before ownership transfers. Any exception may deem bid non-responsive.

Business License: Vendors must obtain a business license before being awarded. Visit linked websites for instructions. Upon registration completion and licensing, vendors are eligible for City and Agency projects, services, and goods.

<https://santafenm.gov/land-use/doing-business-with-the-city>

2.13. Identical Bids

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in NMSA 1978, Section 13-1-110 of the New Mexico Procurement Code.

2.14. Contract Award

The Agency anticipates awarding the contract(s) during the regular scheduled Joint Powers Board meeting on October 16, 2025; however, the meeting's date is tentative and subject to change without notice.

2.15. Rejection or Cancellation of Bid

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

2.16. Prohibit Bidding

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, it is requested that the opinion be made known to the CPO or designee, in writing, at least seven (7) days prior to the bid opening date.

2.17. Protest Deadline

Protests must be submitted in writing to the City of Santa Fe's CPO, who is the sole authority for protest review and determination per NMSA 1978, Section 13-1-172 and the Procurement Manual Section Y. Only timely, written protests delivered directly to the CPO will be considered properly submitted. Any protest

by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the 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 ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

tkduttonleyda@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 Bidder during the pendency of the protest.

2.18. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

2.19. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing 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 Bidder's bid or termination of the contract.

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

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page:

City of Santa Fe: <https://santafenm.gov/economic-development/business-resources/living-wage-information>

Santa Fe County: <https://www.santafecountynm.gov/livingwage>

2.21. Preferences

New Mexico Resident / Native American Resident / Veteran Resident Business Preferences: To receive the Preference pursuant to NMSA 1978, Section 13-1-22 (as amended), the Bidder **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.

Local Preference: Local preference is not applicable pursuant to the County's 2013 Purchasing Procedures and Finance Policy.

2.22. Vendor Self Service (VSS)

Awarded Contractor(s) will be required to register and maintain their profile at <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>.

Payments and accounting will be handled through VSS.

2.23. Definitions and Terms

- A. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
- B. **Agency:** means the Santa Fe Solid Waste Management Agency.
- C. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
- D. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
- E. **Central Purchasing Division (CPD):** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
- F. **Chief Procurement Officer (CPO):** 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.
- G. **City:** means the City of Santa Fe.
- H. **Close of Business:** means 5:00 p.m. Mountain Time.
- I. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
- J. **Contract/Agreement:** means the Agency's 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. Contract/Agreement can mean a Professional Services Agreement, Services Agreement, Construction Agreement or Price Agreement.
- K. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.

- L. **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 (NMSA 1978, Section 13-1-52).
- M. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).
- N. **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.
- O. **Landfill:** means the Caja del Rio Landfill.
- P. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
- Q. **Multi-Term Contract:** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
- R. **Purchase Order:** means a fully executed purchase document issued by the City that specifies the items and services to be provided by the Contractor.
- S. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (NMSA 1978, Section 13-1-82).
- T. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).
- U. **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 do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
- V. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
- W. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

3. STATEMENT OF WORK

3.1. Purpose and Objectives

The Agency is soliciting a Contractor to provide inspection, maintenance and repairs for the leachate collection system at the Caja del Rio Landfill. The work includes the following overall objectives:

- A. Inspection of the leachate collection system at six riser locations, a minimum of twice per year.
- B. Routine preventative maintenance of the various components of the leachate collection system, a minimum of twice per year, at time of inspection.
- C. Non-routine maintenance of components, as needed.

3.2. Deliverables

Upon completion of the each inspection, the routine preventative maintenance or the non-routine maintenance the Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.

3.3. Purchase Orders

Under the terms and conditions of this ITB and subsequent contract, the City on behalf of the Agency may issue Purchase Orders for items described herein. The terms and conditions shall form a part of each Purchase Order issued hereunder.

The items to be quoted shall be as listed in the mutually approved contract which includes the unit prices and discounts submitted in the Price Schedule. All quotes issued hereunder will bear both an quote/order number, ITB, and the Purchase Order Number. A sample contract is attached as Attachment A.

Only written signed Purchase Orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of the established contract and this ITB applicable to items listed under the Price Schedule. Purchase Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

3.4. Conditions

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the ITB shall, at the discretion of the Agency constitute grounds for rejection of the entire bid.

3.5. Term and Effective Date

The term of the subsequent contract shall be awarded for one (1) year from the date of signed Agency approval, and can be extended and renewed annually for up to ten (10) years. This contract shall not exceed ten (10) years.

3.6. Insurance Requirements

The Awarded Contractor shall procure and maintain at the Awarded Contractor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the contract, whether performed by the Awarded Contractor, the Awarded Contractor's agents, or employees, or by subcontractors. All insurance

provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents, and subcontractors therefrom.

3.7. Compensation

The prices quoted herein represent the basis of compensation to be paid by the Agency for goods and/or services provided. It is understood that the Awarded Contractor providing said goods and/or services to the Agency is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, travel/lodging and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent entity and not an employee of either the City of Santa Fe and the Agency. The Agency shall provide directions regarding the time and place of performance and compliance with rules and regulations required by this contract.

All interested Bidders and Awarded Contractor, at a minimum, must be able to provide the products and/or services identified within the scope of work of this ITB.

4. SCOPE OF WORK

4.1. General Provisions

This contract is established to provide services and equipment required to maintain the leachate collection system at the Caja del Rio Landfill. This includes, but not be limited to, single phase, 230 Volt, 60 Hertz (supplied via generator) system, controls, High Density Polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), purchasing and installing pumps, and any small repair of HDPE liners and associated piping.

- A. The Contractor shall be factory authorized and trained to repair EPG Companies' SurePump Leachate pumping systems, including controls.
- B. Inspection and maintenance will be performed a minimum of twice per year. Maintenance will include inspection of six leachate extraction point risers, which includes checking control boxes and components, recording system settings, checking system voltages, pump amperages, discharge pipe conditions, headwall conditions, leachate measurements, and changing out desiccant dryer elements, as needed. Removing pumps from the risers may be required.
- C. The Agency is responsible for determining when the non-routine services of Contractor are needed. Upon determination by authorized personnel of the need for non-routine services, the Contractor will be contacted and informed of the work to be performed.
- D. Contractor shall assess the situation/problem, when directed, and provide an estimate that includes a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Agency personnel may assist with basic evaluations as directed by the Contractor, and as deemed appropriate. Once approved by the Agency, Contractor shall perform the

needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

- E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.
- F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.
- G. Upon completion of the each inspection, the routine preventative maintenance or the non-routine maintenance the Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.
- H. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment, unless approved otherwise. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- I. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for removal of any debris created during work performed. Disposal is allowable at the Caja del Rio Landfill, assuming the material is not considered a hazardous or unauthorized waste. Hazardous and unauthorized waste is the responsibility of the Contractor when generated by the work performed.
- J. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.
- K. The majority of services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- L. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (Holidays and non-holidays), shall be approved by the Agency in advance.

- M. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid sheet, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), project location, Contractor's applicable labor rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Exhibit A of the contract. A copy of the supplier's invoice must be submitted to the Agency for payment.
- Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.
- R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

5. PRICE SCHEDULE

PRICE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost	Discount (%)
1	Inspection, Maintenance and Repair Hourly Labor Rate - Regular Time [*]	\$/HOUR		
2	Inspection, Maintenance and Repair Hourly Labor Rate - Overtime [*]	\$/HOUR		
3	Mobilization/Trip Charge [*]	\$/MILE		
4	Fuel Surcharge [*]	\$/MILE		
5	Tool Usage [*]	PER TRIP		
6	Roundtrip Mileage (Portal to Portal)	MILES		

For more information, please visit our online supplier portal, located at
<https://procurement.opengov.com/portal/santafenm>

Line Item	Description	Unit of Measure	Unit Cost	Discount (%)
7	Parts Discount off List/Catalog Pricing	PERCENT	N/A	
[*] Denotes item is taxable Sales Tax (@ 8.19%)				

6. VENDOR QUESTIONNAIRE

1. If applicable, the Bidder hereby acknowledges receipt of any addenda or amendments to the ITB.*

No addenda or amendments will be issued three (3) days before the date for receipt of bids, except an addendum or amendment withdrawing the ITBs or postponing the date for receipt of bids.

Please confirm

*Response required

2. Financial Interest*

All Bidders must notify the CPO or designee if any employee(s) of both the Agency or CPD have a financial interest in the Bidder.

Yes

No

*Response required

When equals "Yes"

2.1. Specify by name*

*Response required

3. NM Business Tax Identification # (NMBTIN), as applicable

4. Do you have a New Mexico Preference Certificate (Resident, Veterans' or Native American Business) issued by the New Mexico Department of Taxation and Revenue?

If yes, please upload a pdf of the current certificate.

MEMORANDUM

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

SUMMARY

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

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

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

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

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

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

BACKGROUND

On October 10, 2025, the Agency issued Request for Proposal (RFP) No. FY26-RFP-027 for air quality permitting and compliance reporting services and engineering, operation and maintenance services for the landfill gas collection system. The two firms responded to the RFP on October 28, 2025:

- Parkhill
- SCS Engineers

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

The scores awarded are as follows:

- SCS Engineers: 108 points
- Parkhill: 72 points

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

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

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

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

ACTION REQUESTED

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

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

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

Attachments:

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

M:\Memo\111325.2

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					11/13/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Compliance Services	8100851	510250		39,830		
<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				39830	\$	-

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>		
Fund(s) Affected	Fund Balance Increase/(Decrease)	
Increase Landfill Compliance Contract	810	(39,830)
TOTAL:		(39,830)

Thomasina Chavez	11/13/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL JPB <i>Approval Date</i> <i>Agenda Item #:</i>	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

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/13/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WIP Design	8120860	572960		133,130		
<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				133130	\$	-

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

Thomasina Chavez	11/13/2025	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL JPB <i>Approval Date</i> <i>Agenda Item #:</i>	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
SCS Engineers**

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

This **PROFESSIONAL SERVICES AGREEMENT**(“Agreement”) is made and entered into this 20th day of November 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers (“Contractor”) for landfill gas engineering and operation and maintenance services and air quality permitting and compliance reporting services (RFP No. FY26-RFP-027) as described in Exhibit A and below.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Ninety-Two Thousand Nine Hundred Sixty Dollars and No Cents (\$392,960.00).

- B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.
- C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services performed per the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.
- D. Detailed invoices containing reimbursement expenses shall be itemized.
- E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, Section 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be

renewed annually if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. CONFLICT OF INTEREST

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

11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

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

13. INSURANCE

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

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

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

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

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

14. INDEMNIFICATION

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

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD-PARTY BENEFICIARIES

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

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

17. RECORDS AND AUDIT

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

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

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

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

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

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

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice

delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

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

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

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Ryan Kuntz, P.E.
Vice President
SCS Engineers

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

RFP#: FY26-RFP-027

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

Project Description

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

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

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

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

Scope of Work

Task 1 – Air-Related Compliance Reporting

NSPS, NESHAPs, and Title V Reporting

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

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

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

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

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

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

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

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

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

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

Prepare New Mexico Emissions Inventory Reporting

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

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

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

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

Federal Greenhouse Gas (GHG) Emissions Reporting Services

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

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

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

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

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

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

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

Task 2 – Title V Permit Renewal

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

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

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

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

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

These services are included in Task 3.

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

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

Task 3 – Title V Post-Submittal Support Services

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

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

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

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

Task 4 – Stormwater Permitting Services

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

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

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

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

Routine Services – Once a Month Basis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Surface Emissions Monitoring

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

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

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

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

Well Extensions (Cells 1-3)

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

Non-Routine Services

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

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

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

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

Unscheduled Non-routine Emergency Services

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

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

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

Task 6 – Engineering Services (Gas System Design)

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

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

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

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

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

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

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

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

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

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

Task 7 – Bid Support Services (Gas System Expansion)

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

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

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

Task 8 – Gas System Expansion CQA Services

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

Pre-Construction LFG Extraction Wells Survey

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

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

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

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

Field CQA Services for LFG Extraction Well and Piping Installation

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

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

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

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

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

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

Project Management during GCCS Expansion

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

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

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

Construction Documentation Report

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

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

Task 9 – Engineering On-Call Services

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

services could be the following:

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

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

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

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

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

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

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

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

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

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

NOTES:

Routine O&M Services are lump sum.

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

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

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

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

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

SUMMARY OF TASK TOTALS

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

SCS ENGINEERS

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

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

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

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

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

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

General Terms

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

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

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

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

Rate (\$)

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

- Daily Rate248/day
- Weekly Rate..... 1,234/week
- Monthly Rate 3,705/month

Gazoscan Kit

- Daily Rate253/day
- Weekly Rate..... 1,247/week
- Monthly Rate 3,742/month

GEM 5000 w/H₂S/CO

- Daily Rate270/day
- Weekly Rate..... 1,335/week
- Monthly Rate 4,004/month

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

- Daily Rate270/day
- Weekly Rate..... 1,335/week
- Monthly Rate 4,004/month

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

MiniRae 2000/3000 PID:

- Daily Rate201/day
- Weekly Rate..... 1,003/week
- Monthly Rate 3,012/month

Rate (\$)

RKI Eagle II:

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

Air Sampling Station:

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

Weather Station:

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

Pipe Laser:

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

- PAS 3000 Personal Air Sampling Pump 35/day
- Tedlar Bag (1-Liter)..... 30/each
- Sample Flow Controller/Tier II Gauge 57/day
- Non-Contaminating Air Sampling Pump..... 36/day
- Interface Probe..... 66/day

Handheld GPS:

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

Submersible Pump:

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

Water Level Indicator:

- Daily Rate 28/day
- Weekly Rate 132/week
- Monthly Rate 411/month

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

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

Rate (\$)

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

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

4-Wheeler with 44" Mow Deck:

- Daily Rate134/day
- Weekly Rate.....669/week
- Monthly Rate 2,002/month

Riding Mower:

- Daily Rate235/day
- Weekly Rate..... 1,173/week
- Monthly Rate 3,518/month

Chain Saw:

- Daily Rate 17/day
- Weekly Rate..... 77/week
- Monthly Rate224/month

Horiba Water Quality Meter:

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

Hydrogen Sulfide Meter:

- Daily Rate254/day
- Weekly Rate..... 1,269/week
- Monthly Rate 3,817/month

Infrared Thermometer:

- Daily Rate 17/day
- Weekly Rate..... 77/week
- Monthly Rate224/month

Micropurge Flow Cell (Groundwater):

- Daily Rate134/day
- Weekly Rate..... 669/week
- Monthly Rate 2,002/month

Rate (\$)

Oiless Compressor and Control Box (Groundwater):

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

Earth/Resistance Tester:

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

Pitot Tube and Gauges:

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

Pressure Washer:

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

Turbidity Meter/Conductivity Meter:

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

Vacuum Air Pump:

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

Downhole Video Camera System 270/day

Weed Trimmer:

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

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

General Terms

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

ATTACHMENT 3

RFP#: FY26-RFP-027

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



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

REQUEST FOR PROPOSAL (RFP)

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

RFP#: FY26-RFP-027

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

Table Of Contents

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

1. INTRODUCTION

1.1. PURPOSE OF THIS RFP

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

1.2. BACKGROUND INFORMATION

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

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

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

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

The Landfill is subject to New Source Performance Standard (NSPS) collection and control requirements under 40 CFR 60, Subpart XXX and National Emissions Standards for Hazardous Air Pollutants (NESHAP) under 40 CFR 63, Subpart AAAAA. 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 AAAAA as published March 20, 2020.

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

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

1.3. SCOPE OF PROCUREMENT

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

The objective of this RFP is to:

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

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

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

1.4. PROCUREMENT MANAGER

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

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

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

1.5. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

1.6. PROCUREMENT LIBRARY

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

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

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

2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

2.1. SEQUENCE OF EVENTS

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

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

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

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

2.2. EXPLANATION OF EVENTS

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

The Agency reserves the right to:

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

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

A. Issue RFP

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

B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Sequence of Events, beginning at 10:00 am MST/MDT via <https://teams.microsoft.com/meet/2391249200327?p=kQ8kPbgNSUfv49shrE> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager via the OpenGov Procurement Portal.** The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

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

- C. **Site Visit** A non-mandatory Site Visit will be held as indicated in the Sequence of Events, at 149 Wildlife Way. The Site Visit is intended to provide potential Offerors with an opportunity to inspect the

sites and obtain clarification regarding the requirements of the RFP. Attendance at the Site Visit is a highly encouraged prerequisite for submitting a proposal, although it is not mandatory.

During the Site Visit, potential Offerors will be given a walkthrough of the locations. Offerors are encouraged to ask questions during the Site Visit for clarity. However, any responses provided by the Procurement Manager representatives during the Site Visit will be considered unofficial and non-binding. Offerors must submit all questions in writing, and official responses will be provided in writing on the date listed in the Sequence of Events. A public log will be maintained by the Procurement Manager recording the names of potential Offeror(s) that attended the Site Visit.

A. Deadline for Written Questions

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

B. Responses to Written Questions

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

C. Proposals Due Date

Only **electronic** proposal submission is allowed.

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

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

D. Blind Evaluation

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

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

E. Interviews

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

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

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The CPD and/or the Procurement Manager in conjunction with the EC may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offeror(s) with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in this RFP will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

G. Best and Final Offers

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

H. Finalize Contracts

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

I. Contract Awards

Upon finalization of the contracts, the Agency will award as per the Sequence of Events, or as soon as possible thereafter. The Award is subject to appropriate Joint Powers Board approval.

J. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and City's Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. The protest must include a detailed statement of the grounds for the

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

Travis Dutton-Leyda, CPO

City of Santa Fe

tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

2.3. General Requirements

A. Acceptance of Conditions Governing the Procurement

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

B. Incurring Cost

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

C. Prime Contractor Responsibility

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

D. Subcontractors/Consent

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

E. Amended Proposals

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

F. Proposal Withdrawal

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

G. Proposal Offer Firm

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

H. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

1. Proprietary and Confidential information is restricted to:
 - a. confidential financial information concerning the Offeror's organization; and
 - b. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 through 57-3A-7.
2. If a request is received for disclosure of proprietary or confidential materials, the Agency and the CPO shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

I. No Obligation

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

J. Termination

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

K. Sufficient Appropriation

Any contract awarded because of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

L. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the CPD and the Procurement Manager.

M. Governing Law

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

N. Basis for Proposal

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

O. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

P. Offeror's Terms and Conditions

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

Q. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

R. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

S. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the CPO, reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and CPO.

T. Change in Contractor Representatives

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

U. Notice of Penalties

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

V. Agency Rights

The Agency, in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

W. Right to Publish

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

X. Ownership of Proposals

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

Y. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

Z. Electronic Mail Address Required

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

AA. Use of Electronic Versions of This RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the CPD and the Agency, the Offeror acknowledges that the version maintained by the CPD and the Agency shall govern. Please refer to: <https://procurement.opengov.com/portal/santafenm/projects/203138>

BB. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City or County Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

CC. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
 - iii. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - d. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - iii. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 3. Following award, the Contractor shall promptly provide written notice to the individuals listed in the contract's Notice section if, at any time during the term of the contract, the Contractor becomes aware that any part of its prior disclosure was inaccurate or has become inaccurate due to changed circumstances.
 4. Disclosure of any relevant circumstances under this requirement will not automatically result in termination of the contract. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the contract. Failure to provide a required disclosure, or to submit additional information upon request, may result in a determination that the Offeror is nonresponsive
 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
 6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the CPO may terminate the involved contract for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO

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

The vendor must comply with the City of Santa Fe current living wage rate requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information> when working within the limits of the City. BuRRT is located within City of Santa Fe limits.

The vendor must comply with the Santa Fe County's current living wage rate requirements posted on this page <https://www.santafecountynm.gov/livingwage> when working within the unincorporated areas of the County. The Caja del Rio Landfill is located within the unincorporated area of the County.

EE. Procurement Under Existing Contracts

In accordance with NMSA 1978, Section 13-1-129, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive contract.

3. RESPONSE FORMAT

3.1. ELECTRONIC SUBMISSION ONLY

ELECTRONIC SUBMISSION ONLY

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

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

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

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

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

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

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

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

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

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

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

3.2. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

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

4. SCOPE OF WORK

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

Summary

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

Scope of Work

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

1. Air Quality Permitting Services

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

2. Compliance Reporting Services

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

3. Engineering Services

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

4. Operation and Maintenance Services

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

Service Requirements

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

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

Delivery Requirements

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

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

Conclusion

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

5. EVALUATION

5.1. SCORING

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

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

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

*See local preference requirements below

5.2. DESCRIPTION OF EVALUATION

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

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

1. Purpose of PC Submittal

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

2. PC Submittal Format Requirements

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

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

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

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

C. Local Preferences

Purpose:

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

Usage:

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

Application:

1. Preference Qualification

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

2. Evaluation in the Formal RFP Process

▪ **Point-Based System:**

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

3. Restrictions

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

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

5.3. AWARD

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

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

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

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

6. EVALUATION FACTORS

Technical Evaluation

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

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Resident Business Preference New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points. <ul style="list-style-type: none">Resident business preference is not cumulative with resident veteran preference.	0-10 Points	8 <i>(34.8% of Total)</i>
2.	Resident Veteran Preference New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points. <ul style="list-style-type: none">Resident business preference is not cumulative with resident veteran preference.	0-10 Points	10 <i>(43.5% of Total)</i>
3.	Local Preference Local businesses are awarded 5% of the total possible points. <ul style="list-style-type: none">Resident business or resident veteran preference is cumulative with local preference.	0-10 Points	5 <i>(21.7% of Total)</i>

7. **VENDOR QUESTIONNAIRE**

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

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

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

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

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

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

5. Will you require the use of subcontractors?*

- Yes
 No

*Response required

When equals "Yes"

5.1. Subcontractors*

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

*Response required

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

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

*Response required

7. RFP Acknowledgement*

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

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

Please confirm

*Response required

8. Contract Terms and Conditions

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

- [DRAFT_Contract_Landfill_Gas...](#)

9. Campaign Contribution Disclosure Form*

Please download the below documents, complete, and upload.

- [SWMA_CAMPAIGN_CONTRIBUTION_...](#)

*Response required

10. Conflict of Interest Statement Acknowledgement*

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

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

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

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

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

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

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

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

Please confirm

*Response required

11. Non-Collusion Affidavit Acknowledgement*

Please download the below documents, complete, and upload.

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

*Response required

12. Key Personnel Lead Information*

Please provide the Key Personnel Lead information here.

Please provide the following:

- Name
- Title

- Email
- Telephone Number

*Response required

13. Reference List*

Please download the below documents, complete, and upload.

- [Reference List SWMA.docx](#)

*Response required

14. Project Capability Submittal

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

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

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

Instructions:

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

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

Please download the below documents, complete, and upload.

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

*Response required

14.7. Proposal Scope Narrative*

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

Upload the proposal scope narrative here.

*Response required

14.8. Value Added Plan (VA)*

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

Please download the below documents, complete, and upload.

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

*Response required

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

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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: November 13, 2025
Subject: Request for Approval of Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. (“Concentra”) of Addison, TX, for Employee Medical Services in the Amount of \$20,000 (RFP No. FY26-RFP-031)

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).

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

BACKGROUND

On October 22, 2025, the Agency issued Request for Proposal (RFP) No. FY26-RFP-031 for employee medical services. Two medical service providers responded to the RFP on November 5, 2025.

- Concentra
- Virtual Physical Therapist

The evaluation criteria and weighted values comprised the following: Scope/Level of Expertise Plan (SC/LE) (50%), Value-Added Plan (VA) (5%), Price Proposal (25%) and Interview (20%).

The scores awarded are as follows:

- Concentra: 97 points
- Virtual Physical Therapist: 40 points

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

Based on the evaluation criteria and weighted values, the evaluation committee determined that Concentra offers the best interest and is most advantageous to the Agency for employee medical services.

The Scope of Services includes the following:

- Occupational Health Services
- Basic & DOT Physicals, Including FMCSA for Commercial Driver Needs
- Drug & Alcohol Testing
- OSHA Medical Screening and Surveillance
- Immunizations and Infectious Disease Screening
- Respiratory Protection Program
- Work-Related Injury Care
- NM Workers' Comp Essentials
- 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.

Attachments:

- 1) Professional Services Agreement with Concentra
- 2) RFP No. '22/18/P (Without Appendices)

M:\Memo\111325.4

ATTACHMENT 1

**Professional Services Agreement
with
Concentra**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. D/B/A
CONCENTRA MEDICAL CENTERS
(Employee Medical Services – 2025)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of November 2025 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”) for employee medical services (RFP No. FY26-RFP-031) as described in Exhibit A and below.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services performed per the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless terminated sooner pursuant to Article 6 below.

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

Powers Board. Should New Mexico legislation change regarding the allowable term for professional services, the Agreement term will be increased accordingly.

6. TERMINATION

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

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

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

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

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

B. Contractor shall have the right to terminate the Agreement for cause in the event the Agency is in default of its payment obligations under this Agreement and fails to cure the default within thirty (30) days of receiving written notice of the default from Contractor.

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

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

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

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

8. **CONFIDENTIALITY**

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 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 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 8 shall survive the termination of this Agreement.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. CONFLICT OF INTEREST

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

11. ASSIGNMENT; SUBCONTRACTING

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

12. RELEASE

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

13. INSURANCE

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

B. Contractor shall carry and maintain professional medical malpractice liability insurance throughout the term of this Agreement for professional medical malpractice to cover no less than \$1,000,000 for each occurrence and \$3,000,000 in general aggregate.

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

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

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

14. INDEMNIFICATION

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

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD-PARTY BENEFICIARIES

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

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

17. RECORDS AND AUDIT

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

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

19. AMENDMENT

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

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior

agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

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

22. SEVERABILITY

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

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

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

CONTRACTOR: 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
720 St. Michael's Drive, Suite C
Santa Fe, NM 87505
Email: bob.hassett@concentra.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

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

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

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

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. CONTRACTOR'S GENERAL RESPONSIBILITIES

Contractor must have a medical facility within 30 minutes' normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Contractor shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

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

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

Contractor shall provide full service drug and alcohol testing, including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

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

Contractor shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Contractor shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Contractor shall serve as an expert witness for substance abuse testing and procedures, injury care, and NM Workers' Comp-related cases, when requested by the Agency.

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

2. CONTRACTOR'S MEDICAL FEES

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

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination.....	\$74.00
DOT Physical Examination.....	\$75.00
DOT Regulated Drug Screen (5-panel)	\$68.00
After Hours: DOT Regulated Drug Screen (5-panel)	\$187.00
Non-Regulated (Rapid) Drug Screen (5-panel)	\$54.50
After Hours: Non-Regulated (Rapid) Drug Screen (5-panel)	\$168.50
Non-Regulated Drug Screen (10-panel)	\$68.00
After Hours: Non-Regulated Drug Screen (10-panel)	\$184.00
Breathe Alcohol Test (BAT)	\$38.50
After Hours: Breathe Alcohol Test (BAT)	\$157.50

The above services are to be used in various combinations to comply with the Agency's occupational health policies for regular and DOT physical examinations, as well as the Agency's drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

Hepatitis B Vaccine	\$103.50
Hepatitis B Titer (Surface Antibody)	\$66.00
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria) ...	\$141.50
Influenza Vaccine	\$49.00
HIV Screening	\$97.00
Tuberculosis Screening	\$44.00
On-Site (per hour)	

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$43.00
Respirator Physical	\$74.00
Pulmonary Function Test	\$61.50
Lead & ZPP Whole Blood*.....	\$78.00
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$99.00
Cholinesterase Whole Blood ⁽¹⁾	\$75.00
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$140.50
Chest X-Ray ⁽²⁾	\$74.00
E.K.G. ⁽²⁾	\$105.50

(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 / NEW MEXICO WORKERS' COMP

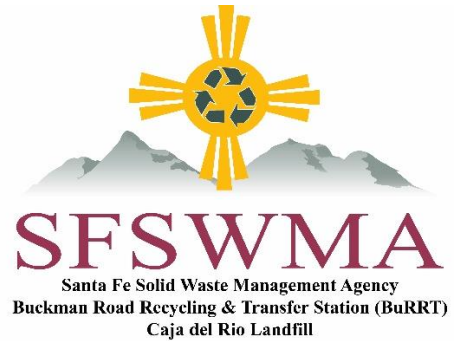
Contractor shall provide their approach for injury care cases and workers' comp claims, including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Contractor may recommend additional medical services, along with their associated fees, and provide reasons for expanding the scope of services.

Coronavirus Clearance/RTW Evaluation	\$74.00
Coronavirus (COVID-19) Assessment	\$74.00
SARS Co-V2 RNA COVID19	\$178.00
SARS Cov-2 Ab IgG Spike	\$128.00

ATTACHMENT 2
RFP FY26-RFP-031)
Employee Medical Services
(Without Appendices)



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

REQUEST FOR PROPOSAL (RFP)

Employee Medical Services

RFP#: FY26-RFP-031

RFP Due Date and Time: Wednesday, November 5, 2025 by 3:00 pm

Table Of Contents

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

1. INTRODUCTION

1.1. PURPOSE OF THIS RFP

The Santa Fe Solid Waste Management Agency (Agency) is soliciting proposals from licensed and qualified medical providers (hereafter referred to as "Offerors") to deliver comprehensive employee medical services. These services shall encompass a range of occupational health needs, including but not limited to, physical exams, drug and alcohol testing, OSHA medical screening and surveillance, respirator fit testing, immunizations, work-related injury care, and essential services related to workers' compensation. The selected Offeror will play a critical role in ensuring the health and safety of employees while maintaining compliance with applicable federal, state, and city regulations.

1.2. BACKGROUND INFORMATION

The Agency is a separate public entity that is governed by both the City of Santa Fe (City) and Santa Fe County (County) under the terms of the New Mexico Joint Powers Agreement Act. The Agency has a fiscal agreement with the City, that includes procurement.

The City plans to utilize this solicitation to procure the same services. Below is a table that summarizes the approximate workforce for each entity.

Entity	Number of Employees
City of Santa Fe	1,400
Santa Fe Solid Waste Management Agency	40

Both are 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 Employee Drug and Alcohol Testing Policies 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. Each entity employs the following drug and/or alcohol testing for the purpose of detection: post-offer employment, reasonable suspicion, post-accident, and random testing.

All require 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.

Additionally, post-offer employment drug and alcohol testing is required for all applicants who have been given a conditional offer of employment. 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 will not be hired.

Each 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, including employees who

currently work in safety-sensitive positions. Below is a breakdown of safety-sensitive positions held by each entity.

Entity	Number of Employees
City of Santa Fe	400
Santa Fe Solid Waste Management Agency	24

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.

All entities adhere 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 Medical Surveillance Programs (MSP) help 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 Bloodborne Pathogens Exposure Control Plans, in accordance with OSHA standard 29 CFR 1910.1030(i), provides hepatitis B vaccination series for employees identified with occupational exposure.

The Respiratory Protection Programs 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.

Workers’ compensation insurance is maintained on all employees and volunteers as prescribed by the New Mexico Workers’ Compensation Law.

Immunizations are provided at no cost to the employees as listed in the medical fees for immunizations and infectious disease screening and other medical services below.

1.3. SCOPE OF PROCUREMENT

The Agency is seeking proposals from qualified service providers to provide comprehensive employee medical services to all employees of the City and Agency. Offerors must provide a full-service, integrated solution that

includes, but is not limited to, all the services outlined in the scope of work. The scope of work may be adjusted based on the specific needs of the Landfill during the contract term.

The objective of this RFP is to provide:

- Occupational Health Services
- Drug and Alcohol Testing
- OSHA Medical Screening and Surveillance
- Respirator Fit Testing
- Immunizations
- Work-related Injury Care
- Workers' Compensation Essentials

The resulting contract will result in a Multiple Awards - This procurement will result in a City-wide Price Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions, and local bodies allowed by law. Also, the Agency may allow a multiple source award to allow access to drug and alcohol testing after normal business hours.

1.4. PROCUREMENT MANAGER

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

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

1. **Any inquiries or requests** regarding this procurement should be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/207525>.

1.5. DEFINITION OF TERMINOLOGY

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

- A. **"Addendum"** means a written or electronic document issued to modify, clarify, or supplement the information in the original RFP prior to the proposal due date. This may also be called Amendment or RFP Amendment.
- B. **"Amended Proposal"** means a revised and complete version of a proposal submitted by an Offeror prior to the proposal due date, clearly labeled as superseding the original submission.
- C. **"Agency"** means the Santa Fe Solid Waste Management Agency.

- D. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
- E. “**Award**” means the point at which the contract document has been fully executed. See also “Contract” and “Final Award.
- F. “**Best and Final Offer**” or “**BAFO**” means a final revised proposal submitted by an Offeror, upon request by the City, to provide updated pricing or other proposal elements.
- G. “**Blind Evaluation**” means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- H. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
- I. “**Business Hours**” means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.
- J. “**Central Purchasing Division**” or “**CPD**” means the City office responsible for overseeing and managing the procurement of tangible personal property, services, and construction, including ensuring compliance with applicable procurement laws, policies, and procedures.
- K. “**Chief Procurement Officer**” or “**CPO**” means that person within the CPD who is responsible for the control of procurement of items of tangible personal property, services, or construction.
- L. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.
- M. “**Close of Business**” means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- N. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- O. “**Contract/Agreement**” means any agreement or Price Agreement for the procurement of items of tangible personal property, services, or construction.
- P. “**Contractor**” means any business having a contract with the Agency.
- Q. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- R. “**Desirable**” the terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or discretionary item or factor.

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

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

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

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

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

SS. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the state requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”).

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

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

1.6. PROCUREMENT LIBRARY

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

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

<https://procurement.opengov.com/portal/santafenm/projects/207525>

2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

2.1. SEQUENCE OF EVENTS

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

Issue RFP:	October 22, 2025
Pre-Proposal Meeting (Non-Mandatory):	October 28, 2025, 10:00am https://teams.microsoft.com/meet/2237893743751?p=20smB7iAa3Rkj6fitl
Deadline for Written Questions:	October 30, 2025, 5:00pm
Response to Written Questions:	October 31, 2025, 5:00pm

Proposals Due Date:	November 5, 2025, 3:00pm
Blind Evaluation*:	November 7, 2025
Interviews*:	November 11, 2025
Identification of Potential Finalist Offeror(s)*:	November 11, 2025
Best and Final Offers*:	November 14, 2025
Joint Powers Board Approval*:	November 20, 2025
Contract Award*:	November 20, 2025

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

2.2. EXPLANATION OF EVENTS

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

The Agency reserves the right to:

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

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

A. Issue RFP

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

B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Sequence of Events, beginning at 10:00 am MST/MDT via <https://teams.microsoft.com/meet/2237893743751?p=20smB7iAa3Rkj6fitl> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager via the OpenGov Procurement Portal.** The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

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

C. Deadline for Written Questions

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

D. Responses to Written Questions

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

E. Proposals Due Date

Only **electronic** proposal submission is allowed.

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

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

F. Blind Evaluation

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

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

G. Interviews

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

H. Identification of Finalist Offeror(s)

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

Evaluation Factors in this RFP will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

The finalist Offeror will submit the following information to initiate contract negotiations:

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

I. Best and Final Offers

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

J. Finalize Contracts

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section "Sequence of Events", or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe

specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

K. Contract Awards

Upon finalization of the contracts, the Agency will award as per the Sequence of Events, or as soon as possible thereafter. The Award is subject to appropriate Joint Powers Board approval.

L. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and City's Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. The protest must include a detailed statement of the grounds for the protest, along with any relevant supporting documentation. It should also clearly state the specific ruling being requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda, CPO

City of Santa Fe

tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

2.3. General Requirements

A. Acceptance of Conditions Governing the Procurement

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

B. Incurring Cost

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

C. Prime Contractor Responsibility

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

D. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether subcontractors are used. Additionally, the prime contractor must

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

E. Amended Proposals

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

F. Proposal Withdrawal

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

G. Proposal Offer Firm

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

H. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

1. Proprietary and Confidential information is restricted to:
 - a. confidential financial information concerning the Offeror's organization; and
 - b. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 through 57-3A-7.
2. If a request is received for disclosure of proprietary or confidential materials, the Agency and the CPO shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

I. No Obligation

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

J. Termination

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

K. Sufficient Appropriation

Any contract awarded because of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

L. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the CPD and the Procurement Manager.

M. Governing Law

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

N. Basis for Proposal

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

O. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be

considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

P. Offeror's Terms and Conditions

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

Q. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

R. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

S. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the CPO, reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and CPO.

T. Change in Contractor Representatives

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

U. Notice of Penalties

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

V. Agency Rights

The Agency, in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

W. Right to Publish

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

X. Ownership of Proposals

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

Y. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

Z. Electronic Mail Address Required

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

AA. Use of Electronic Versions of This RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the CPD and the Agency, the Offeror acknowledges that the version maintained by the CPD and the Agency shall govern. Please refer to: <https://procurement.opengov.com/portal/santafenm/projects/207525>

BB. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City or County Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

CC. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

- b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
 - iii. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - d. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - iii. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 3. Following award, the Contractor shall promptly provide written notice to the individuals listed in the contract's Notice section if, at any time during the term of the contract, the Contractor becomes aware that any part of its prior disclosure was inaccurate or has become inaccurate due to changed circumstances.
 4. Disclosure of any relevant circumstances under this requirement will not automatically result in termination of the contract. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the contract. Failure to provide a required disclosure, or to submit additional information upon request, may result in a determination that the Offeror is nonresponsive

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the CPO may terminate the involved contract for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO

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

The vendor must comply with the City of Santa Fe current living wage rate requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information> when working within the limits of the City. BuRRT is located within City of Santa Fe limits.

The vendor must comply with the Santa Fe County's current living wage rate requirements posted on this page <https://www.santafecountynm.gov/livingwage> when working within the unincorporated areas of the County. The Caja del Rio Landfill is located within the unincorporated area of the County.

EE. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-

1-21. a) New Mexico Resident Business Preference / Native American Resident Preference

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

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License with a local address shall receive a five (5) percent preference. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the Resident/Native American business preference or the Resident/Native American Veteran preference.

3. RESPONSE FORMAT AND ORGANIZATION

3.1. ELECTRONIC SUBMISSION ONLY

ELECTRONIC SUBMISSION ONLY

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

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each uploaded file should be clearly labeled as “**Scope/Level of Expertise Plan,**” “**Value Added Plan,**” or “**Price Proposal.**” If an Offeror proposes additions or modifications to the Agency's draft contract, a third document titled “**Contract Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

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

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

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

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

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

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

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

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

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

3.2. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

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

4. SCOPE OF WORK

4.1. Scope of Work

Offeror must have a medical facility or mobile unit access within 30 minutes normal driving distance from any City building or facility, including the Agency’s Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506, and the Buckman Road Recycling Station (BuRRT) located at 2600 Buckman Road, Santa Fe, NM 87507.

Offeror shall provide the medical services 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.

Detailed Services

The Offeror is required to provide the following services as part of this solicitation:

A. Occupational Health Services:

1. Pre-employment and periodic physical examinations aligned with job functions and risk assessment.
2. Monitoring and management of work-related health issues.

B. Drug and Alcohol Testing:

1. Conduct random, pre-employment, post-accident, and reasonable cause drug and alcohol testing in compliance with DOT and OSHA standards.

2. Implement a chain of custody process following SAMHSA guidelines.

C. OSHA Medical Screening and Surveillance:

1. Perform medical examinations as required under OSHA standards, including monitoring of employees exposure to specific harmful substances.
2. Maintain accurate and confidential medical records in accordance with 29 CFR 1910.

D. Respirator Fit Testing:

1. Conduct quantitative fit testing using the protocols established in the OSHA Respiratory Protection Standard (29 CFR 1910.134).
2. Provide training and education on the appropriate use of respirators to employees.

E. Immunizations:

1. Administer necessary vaccines per CDC and state immunization guidelines, including hepatitis B, influenza, and tetanus.
2. Record immunizations and manage recall processes for booster shots where applicable.

F. Work-related Injury Care:

1. Provide initial assessments, treatment, and follow-up services for work-related injuries.
2. Coordinate with local workers' compensation carriers and ensure timely reporting of claims.
3. 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.

G. Workers' Compensation Essentials:

1. Assist with the completion and submission of workers' compensation forms.
2. Facilitate disability determinations and return-to-work evaluations in alignment with medical best practices.

Service Requirements

The Offeror must comply with the following service requirements:

- A. All medical personnel must be duly licensed to practice medicine in New Mexico and hold applicable certifications for specialized services.
- B. The Offeror must maintain compliance with HIPAA regulations to ensure the confidentiality of medical records and protect employees' personal health information.
- C. All services must be provided in accordance with established best practices and industry standards, ensuring the highest degree of quality care.

- D. A comprehensive quality assurance program should be in place to regularly monitor and assess service delivery, ensure compliance, and implement improvements as necessary.
- E. The Offeror must provide a physician or qualified healthcare provider for consultation to the Human Resources department.
- F. Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested.

Delivery Requirements

The following delivery requirements must be strictly adhered to:

- A. Services must be promptly available during normal business hours, with the ability to arrange after-hours services as necessary.
- B. All medical services must be performed at approved locations, including but not limited to the Offeror's clinic or at designated sites.
- C. Reports related to physical examinations, drug tests, and medical evaluations must be provided within five (5) business days following the completion of each service.
- D. The Offeror must establish a dedicated communication channel for scheduling and urgent care requests, ensuring timely responses within one (1) business day.
- E. Ongoing tracking and reporting of service metrics, including utilization rates, treatment outcomes, and employee satisfaction, is required.

Additional Requirements

- A. The Offeror must provide evidence of liability insurance coverage to protect against malpractice and negligence claims.
- B. Offerors are required to demonstrate prior experience in providing similar employee health services, particularly to municipal clients or organizations of comparable size.
- C. Offerors may be subject to an audit or site visit by personnel to verify compliance with service requirements prior to contract award.
- D. Responses must include a detailed proposal outlining the Offeror's approach to delivering the specified services, staffing model, and rates for services rendered.
- E. Services for Medical Review Officer (MRO) are contracted separately and are not included in this RFP.

Conclusion

Both the Agency and the City are committed to maintaining a safe and healthy work environment for its employees. The selected Offeror will contribute decisively to this initiative by providing quality medical services that comply with regulatory standards and industry benchmarks. Proposals should emphasize the Offeror's qualifications, experience, and commitment to excellent occupational health care. All submissions will be evaluated based on the comprehensiveness of services offered, qualifications of providers, quality

assurance measures in place, responsiveness to needs, and cost-effectiveness. Through the procurement of these services, both the Agency and City seeks to promote the well-being of its workforce while ensuring that it meets all local, state, and federal regulations affecting employee health and safety.

5. EVALUATION

5.1. SCORING

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

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects. In the event the Evaluation Committee determines that an Interview is not necessary based upon the submittal, all points will be awarded for that criteria.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	50
2	Value Added Plan (VA)	5
3	Price Proposal	25
4	Interview	20
5	Preferences	5% - 15% of the total available points*

*See local preference requirements below

5.2. DESCRIPTION OF EVALUATION

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

A. **Price Proposal.** The Offeror will prepare and submit a price proposal and breakout. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add can be included in that section and will be seen by the Evaluation Committee.

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

1. Purpose of PC Submittal

- a. Assist Agency in prioritizing Offerors’ submittals based on their scope, expertise, and ability to understand and deliver the intended project.

- b. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
2. PC Submittal Format Requirements
 - a. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
 - b. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
 - c. Failure to comply with any of the PC format requirements may result in disqualification.
 - d. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the Agency that the offeror has expertise for the specific project being proposed on.
 - e. References used in the PC submittal must be listed in the Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.
 3. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the Agency's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. In addition to completing the Performance Metrics table on the SC/LE Plan, Offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the pricing proposal.
 4. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options must NOT be included in the pricing proposal.

5. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List.

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

D. **Local Preferences**

Purpose:

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

Usage:

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

Application:

1. **Preference Qualification**

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

2. **Evaluation in the Formal RFP Process**

▪ **Point-Based System:**

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

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

3. Restrictions

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

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

5.3. AWARD

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

- A. The Agency reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the Agency is final.
- B. The Agency at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- C. The Agency reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

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

6. EVALUATION FACTORS

Project Capability

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Scope/Level of Expertise Plan (SC/LE)</p> <p>It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. There should be a narrative explaining their proposed performance metrics and describe how their capabilities and proven track record align with or exceed the City's and Agency's expectations. Significant differences, highlight unique strengths or advantages, should be justified, and a high-level summary of the proposal should be provided to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement.</p>	0-10 Points	50 <i>(50% of Total)</i>
2.	<p>Value Added (VA) Plan</p> <p>Identify any value-added options or ideas that may benefit the City and Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Identify: 1) what the City and Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas.</p>	0-10 Points	5 <i>(5% of Total)</i>
3.	<p>Price Proposal</p> <p>Offeror's must respond to each line item listed in the Price Proposal. If an Offeror cannot provide a particular line item, then the Offeror shall indicate as such by selecting "No Bid".</p>	0-10 Points	25 <i>(25% of Total)</i>
4.	<p>Interview</p> <p>The Evaluation Committee will interview the Key Personnel Lead</p>	0-10 Points	20 <i>(20% of Total)</i>

Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Resident Business Preference</p> <p>New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points.</p> <ul style="list-style-type: none"> Resident business preference is not cumulative with resident veteran preference. 	Points Based	8 <i>(100% of Total)</i>
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Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Resident Veteran Preference</p> <p>New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points.</p> <ul style="list-style-type: none"> Resident business preference is not cumulative with resident veteran preference. 	Points Based	10 <i>(100% of Total)</i>

Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Local Preference</p> <p>Local businesses are awarded 5% of the total possible points.</p> <ul style="list-style-type: none"> Resident business or resident veteran preference is cumulative with local preference. 	Points Based	5 <i>(100% of Total)</i>

7. PRICE PROPOSAL

PRICE PROPOSAL

Basic & DOT Physicals/Drug and Alcohol Testing

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Physical Examination	Each		
2	DOT Physical Examination	Each		
3	DOT Regulated Drug Screen (5-panel)	Each		
4	After Hours: DOT Regulated Drug Screen (5-panel)	Each		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
5	Non-Regulated (Rapid) Drug Screen (5-panel)	Each		
6	After Hours: Non-Regulated (Rapid) Drug Screen (5-panel)	Each		
7	Non-Regulated Drug Screen (10-panel)	Each		
8	After Hours: Non-Regulated Drug Screen (10-panel)	Each		
9	Breath Alcohol Test (BAT)	Each		
10	After Hours: Breath Alcohol Test (BAT)	Each		

PRICE PROPOSAL

Immunizations and Infectious Disease Screening

Line Item	Description	Unit of Measure	Unit Cost	No Bid
11	Hepatitis B Vaccine	Each		
12	Hepatitis B Titer (Surface Antibody)	Each		
13	T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	Each		
14	Influenza Vaccine	Each		
15	HIV Screening	Each		
16	Tuberculosis Screening	Each		
17	On-Site Personnel (Labor)	Per Hour		

PRICE PROPOSAL

Respiratory Protection Program

Line Item	Description	Unit of Measure	Unit Cost	No Bid
18	OSHA Respirator Questionnaire	Each		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
19	Respirator Physical	Each		
20	Pulmonary Function Test	Each		
21	Lead & ZZP Whole Blood	Each		
22	General Health Panel (Chem. 23, CBC, UA)	Each		
23	Cholinesterase Whole Blood	Each		
24	Heavy Metals - As, PB, HG Urine	Each		
25	Chest X-Ray	Each		
26	E.K.G	Each		

PRICE PROPOSAL

Other Medical Services/Testing

Line Item	Description	Unit of Measure	Unit Cost	No Bid
27	Coronavirus Clearance/RTW Evaluation	Each		
28	Coronavirus (COVID-19) Assessment	Each		
29	SARS Co-V2 RNA COVID19	Each		
30	SARS Cov-2 Ab IgG Spike	Each		

8. **VENDOR QUESTIONNAIRE**

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

Please provide the following:

- Name
- Title
- Email

- Telephone Number

*Response required

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

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

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

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

5. Will you require the use of subcontractors?*

- Yes
 No

*Response required

When equals "Yes"

5.1. Subcontractors*

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

*Response required

6. RFP Acknowledgement*

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

- On behalf of the submitting-organization, I accept the Conditions Governing the Procurement, as required of this RFP;

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

Please confirm

*Response required

7. **Contract Terms and Conditions**

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

- [DRAFT Contract Employee Med...](#)

8. **Campaign Contribution Disclosure Form***

Please download the below documents, complete, and upload.

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

*Response required

9. **Key Personnel Lead Information***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

*Response required

10. **Conflict of Interest Statement Acknowledgement***

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

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

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

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the Offeror makes an immediate and full written disclosure to the Agency that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is

determined to exist, the Agency may, at its discretion, cancel the contract. If the Offeror was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Agency, the Agency may terminate the contract for default.

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

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

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

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

Please confirm

*Response required

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

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

*Response required

12. Non-Collusion Affidavit Acknowledgement*

Please download the below documents, complete, and upload.

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

*Response required

13. Reference List*

Please download the below documents, complete, and upload.

- [Reference List SWMA.docx](#)

*Response required

14. Project Capability Submittal

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

14.1. Is your PC Submittal a total of 3 pages or less (2 page maximum for the SC/LE and 1 page for VA document)?*

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

- Yes
- No

*Response required

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

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

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in the **Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **2-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

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

Please download the below documents, complete, and upload.

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

*Response required

14.7. **Proposal Scope Narrative***

In addition to completing the SC/LE table described above, Offerors are to provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency's expectations. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a **high-level summary** of their proposal to ensure the selection committee can quickly grasp the key aspects of the Offeror's approach and qualifications. *Also, include details and justification regarding the speed and accuracy of reports on exam results, incident summaries, and overall trends; and regarding the Offeror's ability to handle the City and Agency's specific needs and how the Offeror will scale up, as required.*

*Response required

14.8. **Value Added Plan (VA)***

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

Please download the below documents, complete, and upload.

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

*Response required

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

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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: November 13, 2025
Subject: Request for Approval of Amendment No. 5 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. 5 (Amendment) to the Services Agreement (Agreement) with Ambitions Technology Group (Ambitions) of Albuquerque, NM, to continue managing the Agency's IT network.

The Amendment extends the term of the Agreement through November 19, 2026 (Year 6). 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 \$371,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

Amendment No. 5 will continue the following services:

- End-user support, including live helpdesk
- On-site 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
- 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 signs 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, and 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

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.

On November 18, 2021, the Board approved Amendment No. 1 to the Agreement. Amendment No. 1 increased the compensation by \$60,000 for a total amount not to exceed \$120,000 and extended the term to November 19, 2022.

On November 17, 2022, the Board approved Amendment No. 2, which increased compensation by \$54,100 for a total amount not to exceed \$174,100 and extended the term to November 19, 2023.

On November 16, 2023, the Board approved Amendment No. 3 to increase the compensation by \$66,500 to a total amount not to exceed \$240,600 and extend the Agreement term through November 19, 2024. The Amendment also migrated the Agency's email infrastructure and support from a local exchange (physical) server to the cloud-based Microsoft Exchange Online platform.

On November 21, 2024, the Board approved Amendment No. 4, which increased compensation by \$70,400 for a total amount not to exceed \$311,000 and extended the term to November 19, 2025.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 5 to the Agreement with Ambitions Technology Group for managed IT services.

The Agency requests approval to extend the term of the Agreement through November 19, 2026, and to increase compensation by \$60,000 for a total amount not to exceed \$371,000.

Attachments:

- 1) Amendment No. 5 – Services Agreement
- 2) Amendment No. 4 – Services Agreement
- 3) Amendment No. 3 – Services Agreement
- 4) Amendment No. 2 – Services Agreement
- 5) Amendment No. 1 – Services Agreement
- 6) Services Agreement with Ambitions Technology Group

M:\Memo\111325.3

ATTACHMENT 1

Amendment No. 5 – Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 5 ("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 the Agency executes this Amendment.

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 Three Hundred Seventy-One Thousand Dollars and No Cents (\$371,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
AMENDMENT NO. 4	\$70,400.00
AMENDMENT NO. 5	\$60,000.00
CONTRACT TO DATE	\$371,000.00

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 invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2026, 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:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Year 6 Fee Schedule

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	4	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	5	\$	\$ Included
Laptop Support	1	\$	\$ 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
One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$391.08	\$391.08
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$321.80	\$321.80
Total			\$4,791.13

(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
- Beyond Year 5 - \$391.08/month

ATTACHMENT 2

Amendment No. 4 – Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 4 ("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 the Agency executes this Amendment.

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 Seventy Thousand Four Hundred Dollars and No Cents (\$70,400) 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 Three Hundred Thousand Eleven Hundred Dollars and No Cents (\$311,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
AMENDMENT NO. 4	\$70,400.00
CONTRACT TO DATE	\$311,000.00

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

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2025, 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:

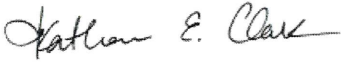


Camilla Bustamante (Nov 22, 2024 18:30 MST)
Camilla Bustamante
Chairperson, Joint Powers Board

11/22/24

Date:

ATTEST:



Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:




Lucas Rael
Chief Executive Officer
Ambitions Technology Group

11/19/24

Date:

APPROVED AS TO FORM:



Nancy Long (Nov 18, 2024 20:52 MST)
Nancy R. Long
Agency Attorney

11/18/24

Date:

EXHIBIT A
Year 5 Fee Schedule

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	4	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	5	\$	\$ Included
Laptop Support	1	\$	\$ 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
One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$268.00	\$268.00
Total			\$4,672.15

- (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

Amendment No. 3 – Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 3 ("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 the Agency executes this Amendment.

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-Six Thousand Five Hundred Dollars and No Cents (\$66,500.00) 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 Forty Thousand Six Hundred Dollars and No Cents (\$240,600.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
CONTRACT TO DATE	\$240,600.00

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

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.

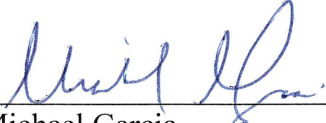
B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

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:



Michael Garcia
Chairperson, Joint Powers Board

11/16/23
Date:

ATTEST:




Geraelyn Cardenas
Interim Santa Fe City Clerk *dew*

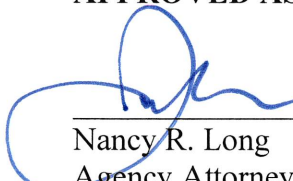
CONTRACTOR:



Lucas Rael
Chief Executive Officer
Ambitions Technology Group

12.07.2023
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

11.16.2023
Date:

EXHIBIT A
Year 4 Fee Schedule

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
Waste Works Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	6	\$	\$ Included
Laptop Support	1	\$	\$ Included
Laptop Support - Limited Use	1	\$	\$ 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
One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$220.20	\$220.20
Total			\$4,749.35

- (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

Microsoft Exchange Online Plan 1
Exchange Online Account Set-up,
DUO Account Set-up and user activation,
User Migration to Exchange Online Account,
Shared Mailbox Creation,
Email Backup Software set up and deployment.
Post migration support per end user and on-site support.

One-Time Total	\$8,800.00
Total Taxes	\$ 671.00
Total	\$9,471.00

ATTACHMENT 4

Amendment No. 2 – Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 2 ("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 the Agency executes this Amendment.

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 Fifty-Four Thousand One Hundred Dollars and No Cents (\$54,100.00) 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 Seventy-Four Thousand One Hundred Dollars and No Cents (\$174,100.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
CONTRACT TO DATE	\$174,100.00

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

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2023, 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.

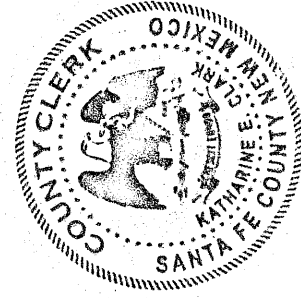
SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson, Joint Powers Board

11/17/22
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Lucas Rael
Lucas Rael
Chief Executive Officer
Ambitions Technology Group

11/29/2022
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

11-18-2022
Date:

EXHIBIT A

Year 3 Fee Schedule

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 5

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.

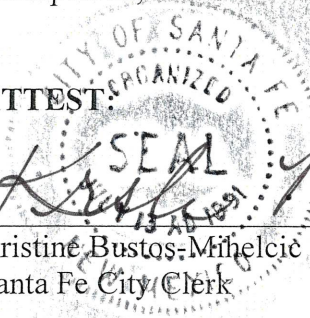

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

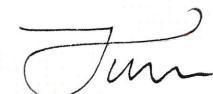

JoAnne Vigil Coppler
Chairperson, Joint Powers Board

11/22/21
Date:

ATTEST:

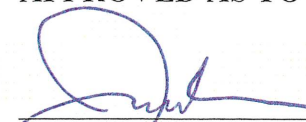


Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:


Lucas Rael
Chief Executive Officer
Ambitions Technology Group, LLC

11/23/21
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.19.2021
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 6

**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 ¾ 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 Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: November 3, 2025
Subject: Request for Approval of 2026 Meeting Calendar

SUMMARY

The Agency requests that the Board approve the 2026 Joint Powers Board (JPB) meeting calendar. The JPB meetings are held on the third Thursday of the month. The Agency also requests that the meetings start at 5 p.m.

The meeting place is the Santa Fe County Administrative Complex, located at 240 Grant Avenue, Santa Fe, NM, in the Grant Conference Room on the 2nd Floor.

If the Board approves, the Agency will notify City and County Staff to place the dates on their meeting calendar.

2026 JPB MEETING CALENDAR

January	No Meeting
February 19	Thursday at 5 p.m.
March 19	Thursday at 5 p.m.
April 16	Thursday at 5 p.m.
May 21	Thursday at 5 p.m.
June 18	Thursday at 5 p.m.
July	No Meeting
August 20	Thursday at 5 p.m.
September 17	Thursday at 5 p.m.
October 15	Thursday at 5 p.m.
November 19	Thursday at 5 p.m.
December	No Meeting

ACTION REQUESTED

The Agency recommends approval of the 2026 meeting calendar.

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