



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
June 18, 2026 at 5:00 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
- IV. Matters from the Public
- V. Approval of Minutes
 - A. Regular Meeting — May 21, 2026
- VI. Approval of Consent Calendar
- VII. Consent Calendar
 - A. Request for Approval of Professional Services Agreement with Arthur J. Gallagher Risk Management Services, LLC of Irving, CA, for Insurance Brokerage Services (RFP No. FY26-RFP-026) in the Amount of \$215,000.
 - B. Amendment No. 1 to the Service Agreement with State Rubber & Environmental Solutions, LLC of Denver City, TX for Scrap Tire Recycling Services (ITB 24083); and
 1. Extend the Term of the Agreement through June 21, 2027.
 2. Increase the Compensation by \$27,625 for a Total Amount Not to Exceed \$73,425.

- C. Request for Approval of Amendment No. 2 to the Price Agreement with Allied Electric, Inc. of Santa Fe, NM, for On-Call Electrical Services (ITB No. 24068); and

- 1. Extend the Term of the Agreement through June 24, 2027.

- D. Request for Approval to Recognize Juneteenth as an Official Holiday.

- E. Request for Approval to Close the Caja del Rio Landfill on July 4th.

VIII. Matters from the Executive Director

IX. Matters from Staff

- A. Danita Boettner, Landfill Manager, Santa Fe Solid Waste Management Agency
- B. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.
- C. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.

X. Matters from the Board

XI. Executive Session

- A. Discussion of Limited Personnel Matters Regarding the Executive Director, Pursuant to NMSA 1978, Section 10-15-1(H)(2).

XII. Action on Items Discussed During Executive Session

- A. Possible Action(s) Regarding the Employment Agreement between the Executive Director and Santa Fe Solid Waste Management Agency.

XIII. Next Meeting Date: August 20, 2026

XIV. Adjournment

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

AMENDED AGENDA

Santa Fe Solid Waste Management Agency
Joint Powers Board

Regular Meeting

Thursday, June 18, 2026, 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=m877c5a1e04afabf891af727b34421c13>

Join by Telephone or Mobile Device: (415) 655-0001
Meeting Number (Access Code): 2556 871 5963
Meeting Password: vgK6m5gyPt2 (84566549 when dialing from a phone)

- I. Call to Order**
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- III. Approval of Agenda**
- IV. Matters from the Public**
- V. Approval of Minutes**
 - A. Regular Meeting – May 21, 2026
- VI. Approval of Consent Calendar**
- VII. Consent Calendar**
 - A. Request for Approval of Professional Services Agreement with Arthur J. Gallagher Risk Management Services, LLC of Irving, CA, for Insurance Broker Services in the Amount of \$215,000 (RFP No. FY26-RFP-026); and

1. Authorize the Executive Director to Act as the Contract Representative and Signatory Authority for Instruments and Agreements.
- B. Request for Approval of Amendment No. 2 to the Service Agreement with State Rubber & Environmental Solutions, LLC of Denver City, TX for Scrap Tire Recycling Services (ITB 24083); and
 1. Extend the Term of the Agreement through June 21, 2027.
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XIII. Next Meeting Date: August 20, 2026

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

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
May 21, 2026 at 5:00 PM
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501**

I. CALL TO ORDER

A regular meeting of the Solid Waste Management Agency Joint Powers Board was called to order by Commissioner Lisa Cacari Stone, at 5:00 pm, on May 21, 2026, in the Grant Conference Room, 240 Grant Avenue, Santa Fe, NM.

II. ROLL CALL

Members Present

Commissioner Lisa Cacari Stone, Chair
Councilor Paul Bustamante, Vice Chair
Commissioner Camilla Bustamante
Commissioner Hank Hughes
Councilor Amanda Chavez, virtually

Members Absent

Councilor Pilar Faulkner, excused

Others Present

Randall Kippenbrock, Executive Director, SWMA
Christiann Orozco, HR Officer/Administrative Assistant, SWMA
Deborah Trujillo, Division Director, City of SF, Environmental Services Division
Jonas Nahoum, Long, Komer and Associates
Elizabeth Martin, Stenographer, virtually

III. APPROVAL OF AGENDA

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

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

IV. MATTERS FROM THE PUBLIC

None.

V. APPROVAL OF MINUTES

A. REGULAR MEETING - APRIL 16, 2026

MOTION A motion was made by Councilor Chavez, seconded by Councilor Bustamante, to approve the minutes as presented.

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

VI. APPROVAL OF CONSENT CALENDAR

MOTION A motion was made by Councilor Bustamante, seconded by Commissioner Hughes, to approve the Consent Calendar as presented.

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LONG, KOMER & ASSOCIATES, P.A. OF SANTA FE, NM, FOR LEGAL SERVICES (RFP NO. 23/55/P); AND

- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH MAY 18, 2027.**
- 2. INCREASE THE COMPENSATION BY \$30,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$90,000.**

Approved on consent.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES, INC. OF PORT ANGELES, WA, FOR THE BASALT ROCK CRUSHING AND

SALES OPERATION FOR THE CAJA DEL RIO LANDFILL (RFP NO. '22/25/P); AND

- 1. AMEND THE SCOPE OF SERVICES TO INCLUDE BASALT ROCK EXCAVATION AND BLASTING.**
- 2. AMEND THE ROYALTY COMPENSATION FOR BASALT AGGREGATES PRODUCED AND SOLD.**

Approved on consent.

- C. REQUEST FOR APPROVAL OF CLOSURE/POST-CLOSURE CARE AND PHASE I/II ASSESSMENT COST ESTIMATES FOR THE CAJA DEL RIO LANDFILL.**

Approved on consent.

- D. REQUEST FOR APPROVAL OF CLOSURE/POST-CLOSURE CARE COST ESTIMATES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

Approved on consent.

- E. REQUEST FOR APPROVAL OF RESOLUTION 2026-2 UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST/CLOSURE CARE, PHASE I AND II ASSESSMENT, AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.**

Approved on consent.

- F. REQUEST FOR APPROVAL OF RESOLUTION 2026-3 ESTABLISHING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE AND POST-CLOSURE CARE COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

Approved on consent.

- G. REQUEST FOR APPROVAL TO PURCHASE CORRUGATED PIPE FOR STORMWATER MANAGEMENT AND CULVERTS AT THE CAJA DEL**

RIO LANDFILL FROM GM PIPE & MATERIALS, LLC OF SANTA FE, NM, IN THE AMOUNT OF \$31,940; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100852.510310 (REPAIR AND MAINTENANCE GROUNDS/ROADS) FROM 810.100700 (OPERATING CASH FUND CASH) IN THE AMOUNT OF \$31.940.**

Approved on consent.

H. REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT FOR THE PURPOSE OF PURCHASING DIESEL FOR THE CAJA DEL RIO LANDFILL; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.531050 (DIESEL) FROM 810.100700 (OPERATING CASH FUND CASH) IN THE AMOUNT OF \$40,000.**

Approved on consent.

I. REQUEST FOR APPROVAL OF ASPHALT CRACK SEALING, SEAL COATING, AND STRIPING OF THE CAJA DEL RIO LANDFILL ADMINISTRATION PARKING LOT BY SUPERIOR PAVEMENT MAINTENANCE OF SANTA FE, NM, IN THE AMOUNT OF \$12.174; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100852.510310 (REPAIR AND MAINTENANCE GROUNDS/ROADS) FROM 810.100700 (OPERATING CASH FUND CASH) IN THE AMOUNT OF \$12.174.**

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE LEASE AGREEMENT BY AND BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND THE CITY OF SANTA FE, A MUNICIPAL CORPORATION, FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.

Mr. Kippenbrock said this item is a request for approval of Amendment No. 1 to the lease agreement for BuRRT. We are renewing the lease for another term, after obtaining rental proposals. The City decided to phase in the Amendment over two

years. We are in agreement with this.

MOTION A motion was made by Councilor Bustamante, seconded by Commissioner Hughes, to approve Amendment No. 1 to the BuRRT lease agreement.

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

B. PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON THE FY27 PROPOSED BUDGET

Mr. Kippenbrock stated that the FY27 proposed budget is in the meeting packet. We follow the City of Santa Fe's budget department time line.

Mr. Kippenbrock reviewed the FY26 accomplishments, the FY27 projects goals and planning items, budget revenue projections and categories, expenses including salaries and benefits, fuel costs and the organizational chart.

There was discussion regarding the gas wells, the fiscal agent agreement with the City, revenues and the balancing of revenues and expenses.

MOTION A motion was made by Councilor Bustamante, seconded by Commissioner Hughes, to approve the FY proposed budget.

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

IX. MATTERS FROM STAFF - CITY AND COUNTY

A. DEBORAH TRUJILLO, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Trujillo said we are interviewing for vacant positions and have a new employee who is focused on doing outreach.

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

Mr. Francisco was not present at the meeting.

C. ERNESTINA BACA, ACCOUNTANT, SANTA FE SOLID WASTE MANAGEMENT AGENCY

Ms. Baca was not present at the meeting.

Mr. Kippenbrock said the Free Trash Day on April 18th went well. We had 238 customers at BuRRT, 132 at Caja and 187 at Taos. The Free Electronics Day on May 9th had 383 customers. Free Green Waste Days, May 2nd and 3rd has 79 customers who brought in 440 tons of green waste. We will have Free Tire Days on June 6th and 7th and on July 5th.

Mr. Kippenbrock and Mr. Trujillo congratulated their drivers who participated and placed in the New Mexico Road-E-O.

X. MATTERS FROM THE BOARD

Commissioner Bustamante reported on the PFAS meeting saying that the community members were very concerned about concentration and filter issues.

Mr. Kippenbrock said we continue to dispose of related waste in the landfill. He will let the County take action and will follow what they do. 2% to 4% of all residential waste is hazardous. We put it in the landfill where it is lined.

Commissioner Bustamante asked if the stormwater pollution plans apply to SWMA.

Mr. Kippenbrock said for run offs, yes. We it is in the plan that the water has to be sampled for PFAS.

Chair Cacari Stone said it is good to hear that you are addressing this. Do we have a hazardous waste landfill in New Mexico.

Commissioner Bustamante said not that she is aware of. We do have radioactive waste resolution in New Mexico. NMED is working on the issues. The City has put in an application to do a "dry-out" of the PFAS.

XI. EXECUTIVE SESSION

A. DISCUSSION OF LIMITED PERSONNEL MATTERS REGARDING THE EXECUTIVE DIRECTOR PURSUANT TO NMSA 1978, SECTION 10-15-1(H)(2).

MOTION A motion was made by Commissioner Bustamante, seconded by Councilor Bustamante, to enter into Executive Session pursuant to the

Open Meetings Act, NMSA 1978, Section 10-15-1(H)(2).

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

The Board entered into Executive Session at 5:50 pm.

MOTION A motion was made by Commissioner Bustamante, seconded by Commissioner Hughes, to reconvene in open session and that the only matters discussed in Executive Session were those noticed.

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

Chair Cacari Stone, yes; Councilor Bustamante, yes; Commissioner Bustamante, yes; Commissioner Hughes, yes; Councilor Chavez, yes.

The Board reconvened in open session at 6:09 pm.

XII. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION

A. POSSIBLE ACTION(S) REGARDING THE EMPLOYMENT AGREEMENT BETWEEN THE EXECUTIVE DIRECTOR AND SANTA FE SOLID WASTE MANAGEMENT AGENCY.

There was no action necessary.

XIII. NEXT MEETING DATE: JUNE 18, 2026

XIV. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 6:11 pm.

Commissioner Lisa Cacari Stone, Chair

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: June 15, 2026
Subject: Request for Approval of Professional Services Agreement with Arthur J. Gallagher Risk Management Services, LLC of Irving, CA, for Insurance Broker Services in the Amount of \$215,000 (RFP No. FY26-RFP-026).

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Arthur J. Gallagher Risk Management Services (Gallagher) of Irving, CA, for insurance broker services.

The Agency is also requesting approval to authorize the Executive Director to act as the contract representative and signatory authority for instruments and agreements, including insurance applications, binders and policies, broker and agency agreements, endorsements and surety bonds.

The compensation for Gallagher in the first year of the Agreement is \$215,000, with the following detailed breakdown:

- Insurance broker services - \$15,000
- Premiums brokered by Gallagher for insurance coverage required under this Agreement – up to \$200,000

Funding is available in FY-27 from 8100851.555250 (General Liabilities Department Assessment), 8100851.555300 (General Liabilities – Third Party Admin) and 8100851.510300 (Professional Contracts).

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

- a) Provide comprehensive brokerage, advisory, and risk-management services to the Agency.
- b) Act as the Agency's representative in the insurance marketplace, responsible for designing, marketing, and procuring a comprehensive insurance program that adequately protects the Agency's assets, staff, and operations.
- c) Solicit and evaluate competitive proposals from qualified insurers, negotiate renewals and placements, and ensure the Agency receives the best available coverage, terms, and pricing.

Under Article 5 of the Agreement, the Agreement may be renewed annually with the Board's approval for up to four years.

BACKGROUND

On April 20, 2026, the City of Santa Fe, acting on behalf of the Agency and the Buckman Direct Diversion Board, issued Request for Proposal (RFP) No. FY26-RFP-026 for insurance broker services. The three firms responded to the RFP on May 11, 2026:

- Arthur J. Gallagher
- Daniel Insurance Agency
- HUB International

The evaluation criteria and weighted values comprised the following: Scope/Level of Expertise Plan (35 points); Value-Added Plan (5%); Cost Proposal (35 points) and Interview (25 points).

The scores awarded are as follows:

- Arthur J. Gallagher: 102 points
- Daniel Insurance Agency: 70 points
- HUB International: 63 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 Gallagher offers the best value to the Agency for insurance brokerage, risk control and claims advocacy services.

ACTION REQUESTED

The Agency requests Board to approve the Agreement with Gallagher to provide insurance broker services for \$215,000.

The Agency also requests Board to authorize the Executive Director to act as the contract representative and signatory authority for instruments and agreements.

Attachments:

- 1) Professional Services Agreement with Gallagher
- 2) RFP No. FY26-RFP-026 (Without Appendices)

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ATTACHMENT 1

**Professional Services Agreement
with
Gallagher**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC
(Insurance Broker Services – 2026)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 18th day of June 2026 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Arthur J. Gallagher Risk Management Services, LLC (“Contractor”) for insurance broker services (RFP No. FY26-RFP-026) 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, including insurance brokerage, risk control, and claims advocacy services.

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Fifteen Thousand Dollars and No Cents (\$215,000.00), payable as follows:

- 1) The Agency shall pay to Contractor for insurance broker services a sum of Fifteen Thousand Dollars and No Cents (\$15,000.00) from the total contract

amount specified above in Paragraph A.

2) The Agency shall pay to Contractor a sum not exceeding Two Hundred Thousand Dollars and No Cents (\$200,000.00) from the total contract amount specified in Paragraph A above to procure the insurance coverage required by this Agreement.

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

C. Payment shall be made upon receipt and approval by the Agency of detailed 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 June 18, 2027, 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 \$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 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 \$1,000,000 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: Maria King
Branch President
Arthur J. Gallagher Risk Management Services, LLC
2050 Main St. Suite 1250
Irvine, CA 92614
Email: maria_king@ajg.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:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Maria King
Branch President
Arthur J. Gallagher Risk Management Services, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

Exhibit A

Contractor shall provide comprehensive brokerage, advisory, and risk management services to the Agency. Contractor will act as the Agency's representative in the insurance marketplace, responsible for designing, marketing, and procuring a complete insurance program that adequately protects Agency's assets, staff, and operations. Contractor will be expected to solicit and evaluate competitive proposals from qualified insurers, negotiate renewals and placements, and ensure that the Agency receives the best possible coverage, terms, pricing and will have the following service responsibilities:

1. Insurance Brokerage Services

- A. It is expected that Contractor will procure property and casualty coverage for the Agency to be effective July 1, 2026, and each subsequent renewal, consisting of:
- General Liability Coverage
 - Commercial Property Coverage Including Fire and Business Personal Property
 - Inland Marine Coverage (Equipment)
 - Machinery & Equipment Breakdown Coverage
 - Commercial Automobile Coverage
 - Environmental Pollution Legal Liability Coverage
 - Computer Coverage & Cyber Coverage
 - Public Officials Errors & Omissions Liability Coverage
 - Public Officials Bond Coverage
 - Crime Coverage
 - Umbrella/Excess Liability Coverage
 - Extended Coverage
 - Any other specialized insurance needs that may arise
 - Offer employee training or guidance on insurance-related matters, if requested.
- B. The work to be performed on an annual basis shall be as follows: (The services listed below contemplate that the Contractor will be responsible for all costs)
1. Review and assess Agency's current insurance program, operations, exposures, and assets.
 2. Design a comprehensive insurance package tailored to the unique risks of the Agency Project.
 3. Provide consulting services to the Agency upon request.
 4. Gather underwriting data.
 5. Obtain loss information.
 6. Analyze loss experience and provide the Agency with a proposed self-insured retention or deductible amount.
 7. Prepare an underwriting submission that includes not only typical underwriting data but also coverage specifications for each carrier to provide quotations.
 8. Market insurance program to all interested and qualified carriers.

9. Once received, analyze coverage forms, retentions, limits, premium terms, and related items for each program, summarize the data, and make recommendations most advantageous to the Agency.
10. Discuss and meet with underwriters and the Agency.
11. Present the final program to the Agency. Contractor will select insurance companies with sound financial ratings that are not rated below A-VII by Best's Rating Guide and Standard & Poor's insurance ratings; Public entity insurance pools are accepted with a minimum A-VII rating.
12. Once approved, bind coverage with the selected carriers.
13. Issue certificates of insurance.
14. Attend Joint Powers Board meetings or other entities when insurance matters are discussed.
15. Issue and maintain a summary of insurance for the Agency.
16. When policies are received, Contractor will audit each policy form for compliance with the proposals and specifications and, if necessary, order endorsements to correct any issues.
17. As requested, be available to prepare a written and/or oral summary of coverage, program description, loss history, etc.
18. Respond to the Agency's auditor's request for year-end premium and loss information.
19. Respond to the Agency's request to break down rates by line of coverage for budgeting purposes.
20. Obtain ad hoc reports for the Agency regarding loss history, in total or by a particular coverage line.
21. Assist in annual Agency-wide budget packet development that includes each projected renewal premium.
22. Place individual bonds as needed (such as notary, maintenance, and permit bonds).
23. Keep the Agency informed of insurance market conditions.
24. Document compliance with JPA requirements.

2. RISK CONTROL SERVICES

1. Answer questions on coverage, claims, and loss prevention. Many questions must be answered in writing.
2. Provide advice and recommend risk mitigation strategies.
3. Review and become familiar with the Agency's Joint Powers Agreement, Fiscal Agreement with the City of Santa Fe, and other documents affecting the Agency's risk and liability.
4. Suggest the availability of and initiation of coverage for special situations, special risks, and exposures.
5. Assist the Agency and its consultants with the construction and interpretation of insurance and indemnity agreements.
6. Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow.
7. When requested, assist in developing risk-related materials for Agency meetings.

8. Review the current insurance/self-insurance structure, assist in evaluating the benefits, costs and risk of alternative programs, and recommend alternative risk-financing methods.
9. When requested, assist in the formulation or amendment of the Agency's rules or regulations.
10. Respond to questions from the Agency's attorneys.
11. Attend meetings as reasonable, necessary, or requested.

3. **CLAIMS ADVOCACY SERVICES**

If requested, Contractor shall provide claims advocacy services for Agency with the involved insurer.

ATTACHMENT 2

RFP No: FY26-RFP-027

**Insurance Broker Services
(Without Appendices)**



CITY OF SANTA FE

The City of Santa Fe (City), Central Purchasing Division (CPD)

AND

Buckman Direct Diversion

REQUEST FOR PROPOSALS (RFP)

RFP#: FY26-RFP-026 - Insurance Broker Services

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I. INTRODUCTION

PURPOSE OF THIS RFP

The City of Santa Fe, acting on behalf of the Buckman Direct Diversion Board (BDDDB) and the Santa Fe Solid Waste Management Agency (SFSWMA) is procuring Insurance Broker Services (Broker) for, but not limited to, various liability, property, fire, business auto, extended coverage, and any other insurance necessary to adequately protect Board members/elected officials, assets, staff and operations. The selected Broker shall also provide comprehensive brokerage, advisory, claims management, and risk control services to BDDDB and SFSWMA, individually. The Broker will act as the representative in the insurance marketplace, responsible for designing, marketing, and placing a complete insurance program for each of the entities. The Broker will be expected to solicit and evaluate competitive proposals from qualified insurers, negotiate renewals and placements, and ensure that the BDDDB and SFSWMA receive the best possible coverage, terms, pricing. All references to the “City” within this document shall be understood to mean the City of Santa Fe in its capacity as fiscal agent and administrative support for BDDDB and SFSWMA.

BACKGROUND INFORMATION

Buckman Direct Diversion

The BDDDB is a joint entity formed under a Joint Powers Agreement (JPA) by and between the City of Santa Fe (CITY) and Santa Fe County (County) dated March 7, 2005. The BDDDB oversees the Buckman Direct Diversion (BDD) Project which diverts water from the Rio Grande for delivery to the City, County and the Las Campanas development.

The BDDDB maintains several facilities for the delivery of water service. The service area diverts water from the Rio Grande for a distance of 13 miles to the BDD plant. The plant capacity is 18.3 million gallons per day (MGD) at peak, 8 million gallons of pre-sedimentation, 15 million gallons at water treatment, 4 million gallons of water storage, and up to 10 million gallons of treated water at the pump stations. The BDD Project facilities include, but are not limited to, screened river intake, raw and treated water pipelines, low lift pump station, sediment removal facility, booster stations, 13 total acres with solar facilities and 32 acres of habitat restoration. The BDDDB employs approximately 33 employees in operations, administration, safety, regulatory and maintenance.

Operations of the facility began May 2, 2011. Operations are fully funded by the City, County, and Las Campanas entities who are billed pursuant to the Facility Operations and Procedures Agreement (FOPA) dated October 16, 2006. Specified insurance is required in Section 23 of the JPA Agreement which will be designed, placed and serviced by the selected broker.

The BDDDB oversees the BDD Project, a critical infrastructure system that diverts water from the Rio Grande for use by the City, County, and the Las Campanas development.

The BDD Project includes:

- A 13-mile water conveyance system from the Rio Grande to the BDD plant.
- Treatment and storage facilities with capacities of:
 - 18.3 MGD (peak capacity),
 - 8 MGD (pre-sedimentation),
 - 15 MGD (treatment),
 - 4 MGD (storage),
 - Up to 10 MGD (treated water at pump stations).
- Key infrastructure components: river intake, raw/treated water pipelines, pump stations, sediment removal facilities, booster stations, solar facilities (13 acres), and habitat restoration areas (32 acres).

- A workforce of approximately 33 employees across operations, maintenance, safety, administration, and regulatory compliance.

Santa Fe Solid Waste Management Agency

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly owned by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements (JPA) Act (Sections 11-1-1 through 11-1-7 NMSA 1978). Since 1995, the JPA delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill), which is located at 149 Wildlife Way, Santa Fe, NM.

The Agency property boundary for the Landfill encompasses 646.4 acres of which 495 acres is permitted for disposal and composting activities.

In 2006, under a lease agreement with the City of Santa Fe, the Agency took over the operation of the Buckman Road Recycling and Transfer Station (BuRRT), which is located at 2600 Buckman Road, Santa Fe, NM.

Caja del Rio Landfill (Landfill):

On November 25, 2015, the New Mexico Environmental Department (NMED) issued the Landfill Solid Waste Facility Permit No. SWB-0226357. The 20-year permit is for acceptance of municipal solid waste, and construction and demolition (C&D) debris. The NMED also issued the Landfill Special Waste Permit No. SWB-0226358 (SP) for acceptance of six special waste categories: sludge, industrial solid waste, petroleum-contaminated soil, a spill of a chemical substance or commercial product, treated formerly characteristic hazardous waste, and special waste not otherwise specified (wash sump). The Landfill also accepts green waste (mulch), manure, and food waste for composting. SFSWMA currently accepts municipal solid waste, construction and demolition (C&D) debris, sludge and petroleum-contaminated soil. Though the SFSWMA is permitted to take the remaining special wastes, at this time, they have not been disposed of at the Landfill.

Buckman Road Recycling and Transfer Station (BuRRT):

On June 12, 2017, the New Mexico Environmental Department (NMED) issued BuRRT Solid Waste Facility Permit No. SWM-261707. The 20-year permit is for acceptance of municipal solid waste collected by government entities, private haulers, and residents. The permit allows BuRRT to divert these materials from disposal:

- Mixed recyclables
- Household hazardous waste (HHW)
- Universal waste – batteries and mercury lamp bulbs
- Scrap metal/white goods
- Scrap tires
- Green waste
- Electronic waste (e-waste)
- Glass

Public Officials, Employment Practices, Professional, Operational and Auto Liability:

The SFSWMA has a variety of operational liability exposures, potentially including, but not limited to:

- Garbage Hauling

- Landfill
- Streets/Roads
- Vehicle Fleet

The SFSWMA Board includes up to eight Board Members (four City seats and four Santa Fe County seats) and employs a total of 43 full time employees, of which 74% are union employees, with an annual turnover rate of 12% to 21% over the last two years. The SFSWMA has a human resource manager, utilizes standard job applications for all employees, and has written job descriptions for all positions. Personnel are trained in discrimination and harassment prevention, harassment claims are investigated, and are subject to an annual employment evaluation or review.

Property:

SFSWMA is requesting applicable insurance coverage for two buildings at the Landfill, the administration and scale house. The maintenance shop will be relocated and has reached the end of its useful life. SFSWMA is in the process of design, relocation and construction activities. Once constructed, SFSWMA will request coverage and incorporate the new maintenance shop to be part of the overall policy.

BuRRT encompasses a total of five buildings including: administration, transfer station, bale room, scale house and household hazardous waste building. Of the five buildings, SFSWMA owns the bale room and household hazardous waste buildings. The remaining buildings are leased from the City of Santa Fe as part of the lease agreement. At this time, SFSWMA is requesting applicable insurance coverage for the bale room and household hazardous waste buildings at BuRRT,

On March 12, 2026 the buildings at both the Landfill and BuRRT were individually appraised for their replacement cost values.

Business/Commercial Auto:

SFSWMA maintains a fleet of vehicles, heavy-duty trucks and trailers, and heavy equipment. Work orders and preventative maintenance is tracked using Fleetio, a cloud-based fleet management software designed to help track, analyze, and improve fleet operations. The operation involves limited transport of hazardous materials for maintenance purposes. SFSWMA utilizes a lube truck to fuel equipment, top off fluids, and grease in the field at both the Landfill and BuRRT.

Over the years, SFSWMA has purchased a combination of both new and used vehicles, heavy-duty trucks and trailers, and heavy equipment. Therefore, the Broker will need to advise SFSWMA on what units will require full auto coverage, versus those that may not. SFSWMA envisions a variety of coverage levels based upon the type of units and their respective uses, unless advised otherwise.

Environmental Pollution Legal Liability:

SFSWMA is required to carry Environmental Pollution Legal Liability for both the Landfill and BuRRT for bodily injury and property damage resulting from pollution conditions. Coverage is also required for off-site cleanup costs resulting from new pollution conditions.

The Landfill also requires coverage for petroleum storage tanks. SFSWMA currently has two above-ground tanks for diesel and unleaded fuel, 6,000 gallons and 500 gallons, respectively. The diesel tank is a regulated tank in accordance with New Mexico State Statutes. SFSWMA also has one underground storage tank for oily water storage tied to the maintenance shop operation.

SCOPE OF PROCUREMENT

The City of Santa Fe, acting on behalf of the Buckman Direct Diversion Board (BDDDB) and the Santa Fe Solid Waste Management Agency (SFSWMA) is procuring Insurance Broker Services (Broker) for, but not limited to, various liability, property, fire, business auto, extended coverage, and any other insurance necessary to adequately protect Board members/elected officials, assets, staff and operations.

Each resulting contract/agreement will be a single, multi-term award for four (4) years. In accordance with Section 13-1-150 NMSA 1978, no contract/agreement term for a professional services contract/agreement, including extensions and renewals shall exceed four years.

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

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 by the City 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. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract/agreement.
- D. "**Award**" means the point at which the contract/agreement document has been fully executed. See also "Contract/Agreement" and "Final Award."
- E. "**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.
- F. "**BDD**" Buckman Direct Diversion
- G. "**BDDB**" Buckman Direct Diversion Board
- H. "**Blind Evaluation**" means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- I. "**BuRRT**" means the Buckman Road Recycling and Transfer Station
- J. "**Business Hours**" means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.
- K. "**Central Purchasing Division**" or "**CPD**" means the City office responsible for overseeing and managing the procurement of tangible personal property, services, and construction, including ensuring compliance with applicable procurement laws, policies, and procedures.
- L. "**Chief Procurement Officer**" or "**CPO**" means that person within the CPD who is responsible for the control of procurement of items of tangible personal property, services, or construction.
- M. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.

- N. “**Clarification Phase**” means the structured period during which the potential best-value Offeror(s) and the BDDB/SFSWMA align expectations, mitigate risk, and finalize project understanding prior to contract/agreement execution.
- O. “**Close of Business**” means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- P. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- Q. “**Contract/Agreement**” means any legally binding document (Contract/Agreement or Price Agreement) issued for the procurement of items of tangible personal property, services, or construction.
- R. “**Contractor**” means any business having a contract/agreement with the BDDB or SFSWMA.
- S. “**Department**” means the Requesting Department sponsoring this Procurement.
- T. “**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.
- U. “**Desirable**” the terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or discretionary item or factor.
- V. “**Electronic Submission**” means a successful submittal of Offeror’s proposal consisting of text, images or both readable on computers or other electronic devices.
- W. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
- X. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract/agreement award. It will contain scores and written evaluations of all responsive Offeror proposals.
- Y. “**Final Award**” means the point at which the contract/agreement(s) resulting from this RFP have been fully executed through the final required signature—either by the BDDB or by the SFSWMA Board—thereby making the contract/agreement(s) legally binding. See also “Contract/Agreement.”
- Z. “**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.
- AA. “**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.

- BB. **“Key Personnel Lead”** means the primary individual identified by the Offeror to lead project execution, participate in the interview, and act as the main point of contact throughout the contract/agreement term.
- CC. **“Landfill”** means the Caja del Rio Landfill.
- DD. **“Living Wage”** means the minimum hourly wage established by the Santa Fe County and/or City of Santa Fe’s Living Wage Ordinance, which contractors must comply with, as applicable and as posted on their respective websites.
- EE. **“Mandatory”** the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
- FF. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- GG. **“Multiple Source Award”** means an award of an indefinite quantity contract/agreement for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- HH. **“Offeror”** means any person, corporation, or partnership who chooses to submit a proposal.
- II. **“OpenGov”** means the City of Santa Fe, BDDDB and SFSWMA’s official electronic procurement platform used to post solicitations, receive vendor proposals, facilitate communication with Offerors, and manage procurement activities in a transparent, streamlined, and auditable manner.
- JJ. **“Price Agreement”** means a definite quantity contract/agreement or indefinite quantity contract/agreement which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, BDDDB, SFSWMA, 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.
- KK. **“Procurement Manager”** or **“PM”** means any person authorized by both the CPD, the Requesting Department, and SFSWMA to facilitate the procurement process and/or administer the resulting contract/agreement(s). The Procurement Managers are responsible for managing all aspects of the procurement, including planning and coordinating all related events; ensuring that all required information is provided for potential offerors, the Evaluation Committee, and CPD for their respective entities. The Procurement Managers are the sole point of contact for potential offerors, BDDDB/SFSWMA staff, and CPD must direct all questions or information through the PMs.
- LL. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
- MM. **“Protest”** means a formal, written objection to a solicitation or contract/agreement award, submitted in accordance with NMSA 1978, Section 13-1-172 and Procurement Manual, to the Protest Manager identified in this RFP.

- NN. **“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- OO. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
- PP. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who, when required, provides information and documentation demonstrating that their financial resources, production or service facilities, personnel, reputation, and experience are sufficient to ensure satisfactory delivery of the services or tangible personal property described in the proposal.
- QQ. **“Responsive Offer”** means an Offeror whose proposal conforms in all material respects to the requirements set forth in the RFP. Material aspects of the RFP include, but are not limited to, price, quality, quantity, delivery requirements, and compliance with all mandatory specifications, terms, and conditions necessary for fair and complete evaluation.
- RR. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into the City/BDDDB/SFSWMA’s designated procurement platform prior to the submission deadline stated in this RFP.
- SS. **“SFSWMA”** means the Santa Fe Solid Waste Management Agency.
- TT. **“Staff”** refers to any individual employed by an Offeror, whether on a full-time, part-time, or independent contractor basis.
- UU. **“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/agreement resulting from this RFP.
- VV. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

PROCUREMENT MANAGER

The Procurement Managers who are responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name	BDD - Alexis Garcia, Administrative Manager SFSWMA - Danita Boettner, Procurement Manager
Telephone Number	BDD - (505) 955-4508 SFSWMA - (505) 424-1850 ext. 110
Email	BDD - ajgarcia1@santafenm.gov SFSWMA - dboettner@sfswma.org

1. **Any inquiries or requests** regarding this procurement should be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/203663>.

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/203663>

II. 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.

SEQUENCE OF EVENTS

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

Issue RFP:	April 20, 2026
Pre-Proposal Meeting (Non-Mandatory):	April 27, 2026, 10:00am Teams: https://teams.microsoft.com/meet/27282133497668?p=ANS8cmRPaApX9zv9Ym
Deadline for Written Questions:	April 28, 2026, 5:00pm
Response to Written Questions:	April 29, 2026, 5:00pm
Proposals Due Date:	May 11, 2026, 3:00pm
Blind Evaluation*:	May 12, 2026, 5:00pm
Interviews*:	May 14, 2026
Identification of Potential Best-Valued Offeror(s)*:	May 15, 2026
First Clarification Meeting*:	May 19, 2026, 3:00pm
Final Clarification Meeting*:	May 20, 2026, 3:00pm
Best and Final Offers*:	May 21, 2026

BDDB Approval*:	June 4, 2026
SFSWMA Approval*:	June 18, 2026
Contract/Agreement Award*:	July 1, 2026

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

EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Timeline.

The City reserves the right to:

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

The City 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 on behalf of the BDDB and SFSWMA on the date indicated in the Timeline.

B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Timeline, beginning at 10:00 am MST/MDT via Teams: <https://teams.microsoft.com/meet/27282133497668?p=ANS8cmRPaApX9zv9Ym> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager via the OpenGov Procurement Portal.** The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Timeline. 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 as to the intent or clarity of this RFP as indicated in the Timeline. 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 the Timeline.

E. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL PROPOSALS MUST BE SUBMITTED FOR REVIEW AND EVALUATION BY THE CPD 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/agreement is awarded pursuant to this RFP. Awarded in this context means approved by the BDDDB or SFSWMA Board.

F. Blind Evaluation

The Procurement Managers will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the Timeline or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation Phases of this RFP, using the metrics presented in each proposal and aligning them with the BDDDB/SFSWMA's needs, as detailed in the Scope/Level of Expertise Plan (SC/LE) and Value Added Plan.

To ensure impartiality, the CPD will anonymize proposals by assigning each proposal a letter before forwarding them to the Procurement Managers and 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.

G. Interviews

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

H. 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 Evaluation Committee 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 BDDDB/SFSWMA 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.

I. First Clarification Meeting

The BDDDB/SFSWMA may ask the finalist Offerors to attend a First Clarification Meeting to present their proposal and to identify additional issues or concerns that the BDDDB/SFSWMA may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

J. Final Clarification Meeting

The Final Clarification Meeting may be held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and BDDB/SFSWMA stakeholders must not wait for the meeting to ask questions. All coordination and planning with the BDDB/SFSWMA should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

K. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Timeline, 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.

L. Finalize Contracts/Agreements

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 the Timeline, 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 BDDB/SFSWMA reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

M. BDDB/SFSWMA Board Approval

The BDDB and SFSWMA Board will approve and sign their respective contract/agreement for professional services rendered.

N. Contract/Agreement Awards

Upon receipt of the signed contract/agreement, the BDDB/SFSWMA will award pursuant to the Timeline, or as soon as possible thereafter. The award is subject to appropriate BDDB and SFSWMA approval. Contractors must not commence work until the BDDB/SFSWMA issues them a Purchase Order (PO) and instructions to start.

O. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and 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/agreement(s) and will end at 5:00 pm

MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. The protest must include a detailed statement of the grounds for the protest, along with any relevant supporting documentation. It should also clearly state the specific ruling being requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda, CPO

City of Santa Fe

purchasing@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

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/agreement resulting from this RFP, each awarded Contractor is solely responsible for fulfilling all contractual requirements with the BDDB/SFSWMA. The City will make payments only 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/amendment, whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the BDDB/SFSWMA before any subcontractor is used during the term of the resultant contract/agreement.

E. Amended Proposals

Offerors may submit amended proposals at any time prior to the Proposal Due Date. Each amended submission must serve as a complete replacement of the original proposal. Amendments may be submitted in response to changes issued by the City 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 BDDB/SFSWMA will evaluate only the most recent, complete version submitted prior to the deadline. City/BDDB/SFSWMA staff 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 Managers, 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 BDDDB/SFSWMA. 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. An additional but separate redacted version of Offeror's proposal shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney 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 BDDDB/SFSWMA to the use of any Offeror's services until a valid written contract/agreement is awarded and approved by appropriate authorities.

J. Termination

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

K. Sufficient Appropriation

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

L. Legal Review

The BDDB/SFSWMA 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 Managers or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

O. Contract/Agreement Terms and Conditions

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

The BDDB/SFSWMA discourages exceptions from the contract/agreement terms and conditions as set forth in the Draft Contract/Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the BDDB/SFSWMA (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/Agreement strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The BDDB/SFSWMA 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/Agreement are not acceptable to the BDDB/SFSWMA and will result in the 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 and/or during clarification phase 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 BDDB/SFSWMA's draft contract/agreement they propose to modify and provide the exact language they wish to substitute or add. Failure to submit proposed terms at the time of proposal submission may result in the BDDB/SFSWMA deeming those terms waived during contract/agreement negotiations.

Q. Contract/Agreement 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 BDDB/SFSWMA 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 BDDB/SFSWMA reserves the right to require a change in the contractor's assigned representative if, in the BDDB/SFSWMA's judgment, the individual is not adequately meeting the BDDB/SFSWMA's needs. If multiple representatives are assigned, the BDDB/SFSWMA 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. City/BDDB/SFSWMA's Rights

The City/BDDB/SFSWMA, 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/agreement term, Offerors and contractors must secure from the BDDB/SFSWMA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or BDDB/SFSWMA contracts/agreements deriving from this procurement. Failure to adhere to this

requirement may result in disqualification of the Offeror's proposal or removal from the contract/agreement.

X. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City/BDDDB/SFSWMA. 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/agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the BDDDB/SFSWMA.

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 BDDDB/SFSWMA'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, the Offeror acknowledges that the version maintained by the CPD shall govern. Please refer to: <https://procurement.opengov.com/portal/santafenm/projects/203663>

BB. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Forms, 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 Officials, BDDDB, SFSWMA Board of Directors or other identified officials. Failure to complete and return the signed, unaltered forms will result in Offeror's disqualification.

CC. Disclosure Regarding Responsibility

1. Any prospective Contractor and any of its Principals who enter a contract/agreement 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/agreement 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/agreement 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 or agreements terminated for default by any federal or state agency or local public body.)
2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
3. Following award, the Contractor shall promptly provide written notice to the individuals listed in the contract/agreement's Notice section if, at any time during the term of the contract/agreement, the Contractor becomes aware that any part of its prior disclosure was inaccurate or has become inaccurate due to changed circumstances.
4. Disclosure of any relevant circumstances under this requirement will not automatically result in termination of the contract/agreement. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the contract/agreement. Failure to provide a required disclosure, or to submit additional information upon request, may result in a determination that the Offeror is nonresponsive
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of

a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract/agreement, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the CPO may terminate the involved contract/agreement for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO

DD. Local 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 BDDDB/SFSWMA 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.

III. RESPONSE FORMAT AND ORGANIZATION

NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

NUMBER OF COPIES

Offerors shall complete and submit only one response to this RFP through OpenGov.

Confidential Information: If Offeror's proposal contains confidential information, as defined in Definition of Terminology, Offeror **must** upload **two (2) separate ELECTRONIC technical files. Name the files accordingly:**

- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** versions for evaluation purposes (example file name, FY26-RFP-026 - Acme Corp – Unredacted Technical); and

- One (1) **redacted** ELECTRONIC, for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file. (Example file name, FY26-RFP-026- Acme Corp – Redacted Technical)

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.

PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall complete the **Vendor Questionnaire** in the format provided and according to any instructions contained within the questionnaire. The City requires the following documents to ensure a comprehensive and equitable evaluation process. **Mandatory documents** must be included in every proposal. **Desirable documents** should also be provided; if desirable documents are missing, Purchasing may request them prior to evaluation. Proposals lacking **rated documents** will receive a score of zero for the corresponding evaluation criteria. Failure to follow instructions may result in disqualification.

Questionnaire	Form	Value
Question 1	BDDDB - Campaign Contribution Disclosure Form	Mandatory
Question 2	SFSWMA - Campaign Contribution Disclosure Form	Mandatory
Question 3	Conflict of Interest	Desirable
Question 4	Non-Collusion Affidavit	Desirable
Questions 5.1 - 5.8	Proposal Cover Page, Declaration & Checklist	Desirable
Questions 6.1 - 6.5	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Questions 6.6 - 6.7	Scope/Level of Expertise Plan (SC/LE)	Rated
Question 6.8	Value Added Plan (VA)	Rated
Question 6.9	Project Cost Proposal Form	Rated
Question 6.10	Reference List	Desirable

IV. SCOPE OF WORK

Insurance Broker Services

The City of Santa Fe, acting on behalf of the Buckman Direct Diversion Board (BDDDB) and the Santa Fe Solid Waste Management Agency (SFSWMA) is procuring Insurance Broker Services (Broker) for, but not limited to, various liability, property, fire, business auto, extended coverage, and any other insurance necessary to adequately protect Board members/elected officials, assets, staff and operations. This RFP is designed to provide basic information sufficient to solicit proposals from qualified insurance Brokers/Agents of Records (Broker), but is not intended to limit a proposal's content or exclude any other relevant or essential information.

The selected Broker shall provide comprehensive brokerage, advisory, and risk management services. The Broker will act as the representative in the insurance marketplace, responsible for designing, marketing, and placing a complete insurance program that adequately protects Board members/elected officials, assets, staff, and operations. The Broker will be expected to solicit and evaluate competitive proposals from qualified insurers, negotiate renewals and placements, and ensure that the BDDDB and SFSWMA receive the best possible coverage, terms, and pricing. Payment of insurance policies shall be made to the Broker based upon the competitive proposals that are in the best interest of BDDDB and SFSWMA. The Broker must be able to provide the following service:

1. Insurance Brokerage Services

It is expected that the Broker may procure property and casualty coverage to be effective July 1, 2026, and each subsequent renewal, consisting of:

- Property Coverage
- Inland Marine Coverage
- Machinery & Equipment Breakdown Coverage
- Computer Coverage/Cyber
- Commercial Automobile Coverage
- General Liability Coverage
- Public Officials Errors & Omissions Liability Coverage
- Public Officials Bond Coverage
- Crime Coverage
- Umbrella/Excess Liability Coverage
- Liability Insurance
- Fire
- Extended Coverage
- Environmental Pollution Legal Liability

- Worker's compensation
 - Automobile
 - Any other specialized insurance needs that may arise
 - Offer employee training or guidance on insurance-related matters, if requested.
- A. The work to be performed on an annual basis may be as follows: (The services listed below contemplate that the Broker will be responsible for all costs)
1. Review and assess current insurance programs, operations, exposures, and assets.
 2. Design a comprehensive insurance package tailored to the unique risks of the BDD Project and SFSWMA.
 3. Provide consulting services upon request.
 4. Gather underwriting Data.
 5. Obtain loss information.
 6. Analyze loss experience and provide a proposed self-insured retention or deductible.
 7. Prepare underwriting submission that not only includes typical underwriting data but also includes coverage specifications for each carrier to provide quotations.
 8. Market insurance program to all interested & qualified carriers.
 9. Once received, analyze coverage forms, retentions, limits, premium terms, etc., for each program, summarize data & make recommendations most advantageous to the BDDB and SFSWMA.
 10. Discuss and meet with underwriters, BDDB, and/or SFSWMA.
 11. Present final individualized programs to the BDDB and SFSWMA. Broker will select insurance companies with sound financial ratings, which shall not be rated lower than A-VII by Best's Rating Guide and Standard & Poor's Insurance Ratings; Public entity insurance pools are accepted from the A-VII minimum rating.
 12. Once approved, bind coverage with selected carriers.
 13. Issue certificates of insurance.
 14. Attend meetings of the respective Boards or other entities when insurance matters are discussed.
 15. Issue and maintain individualized summaries of insurance.
 16. When policies are received, Broker will audit each policy form for compliance with proposals and specifications, and if necessary, order endorsements for correction.
 17. As requested, be available to prepare a written and/or oral summary of coverages, program description, loss history, etc.

18. Answer the auditor's request for year-end premium and loss information.
19. Answer the requests to break down rates by line of coverage for budget purposes.
20. Obtain ad hoc reports for members relative to loss history, in total or by a particular coverage line.
21. Assist in annual budget development that contains each projected renewal premium.
22. Place individual bonds, as needed (such as notary bonds, maintenance bonds, permit bonds, etc.
23. Keep the BDDDB and SFSWMA informed of insurance market conditions.
24. Documentation of compliance with JPA requirements.
25. Meet with BDDDB/SFSWMA a minimum of once per year.

2. RISK CONTROL SERVICES

- A. Answer coverage, claims and loss prevention questions. Many questions are required to be answered in writing.
- B. Provide advice and recommend any risk mitigation strategies.
- C. Review & be familiar with the BDDDB's and SFSWMA's Joint Powers Agreements, Project Management and Fiscal Services Agreement, Facilities Operation and Financial Services Agreement, Lease Agreements, and other documents, as applicable, affecting the risk and liability of the BDDDB and/or SFSWMA.
- D. Suggest the availability of and initiation of coverage for special situations, special risks and exposure.
- E. Assist in the construction and interpretation of insurance and indemnity agreements.
- F. Monitor reserves, rates, claim trends, loss control efforts, claim service and cash flow.
- G. When requested, assist in developing risk-related material for BDDDB and/or SFSWMA meetings.
- H. Review current insurance/self-insurance structure and assist in evaluating benefits, costs and risk of alternative programs and recommend alternative risk financing methods.
- I. When requested, assist in the formulation or amendment of the BDDDB and/or SFSWMA rules or regulations.
- J. Respond to questions from the BDDDB's and/or SFSWMA's contracted legal advisors.
- K. Attend meetings as reasonable or necessary or requested. Meet with BDDDB/SFSWMA a minimum of twice per year.

3. CLAIMS MANAGEMENT SERVICES

- A. It is anticipated that the Broker will provide administrative services to the BDDDB and SFSWMA.
- B. The work expected is as follows (The services listed below contemplates the Broker will be responsible for all costs.):

1. Process all requests that are outlined in the Brokerage and Consulting Services and maintain copies of all data for a minimum of seven (7) years after this contract/agreement terminates.
2. Establish and monitor “suspense” files for each line of coverage to track the handling requests.
3. Initiate, prepare and mail all billings.
4. Answer questions from the BDDDB, SFSWMA, attorneys, third-party administrators, etc.
5. Abide by the New Mexico State Statute, all applicable rules and regulations adopted by the BDDDB and SFSWMA, and any agency or department of the State of New Mexico.
6. Assist with the preparation, filing, and monitoring of claims.
7. Provide support and advocacy throughout the claims process.
8. Coordinate with adjusters and legal representatives, when needed.
9. Assist BDDDB/SFSWMA with analyzing contracts and provide such services as suggestions for modifications, hold harmless clauses, suggested limits of liability for contractors, and other loss avoidance techniques.

V. EVALUATION

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)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3% or 6% of the total available points*

*See local preference requirements below

DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. The Vendor Questionnaire contains information that the Offeror shall respond to or upload specific documents pertaining to the following sections, in the order listed, and inclusive of all requested information:

- A. **Proposal Cover Page, Declaration and Checklist:** Offerors will answer questions in the Vendor Questionnaire pertaining to the Proposal Cover Page, Declaration and Checklist.
- B. **Key Offeror Project Lead.** The Offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the Offeror proposes to execute the project pursuant to a resultant contract/agreement.
- C. **Project Cost Proposal Form.** The Offeror will download, prepare and submit a cost proposal that will include a 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.
- D. **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 BDDDB/SFSWMA 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 downloaded and 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 and upload in the corresponding question.
 - 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.
 - 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 BDDDB/SFSWMA'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, Offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Procurement Managers will verify through references—align with or exceed the BDDB/SFSWMA'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 proposed base project cost.

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 BDDB/SFSWMA 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 BDDB/SFSWMA 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 proposed base Cost.
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.

E. Interviews - The Offerors will be required to participate in an interview to evaluate expertise if the Evaluation Committee decides to move forward with the interview. 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 Pricing Proposal if requested.

F. Local Preferences

Purpose:

The City of Santa Fe/BDDB/SFSWMA recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:

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

Application:

1. Evaluation in the Formal RFP Process

- 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 BDDB/SFSWMA 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.

2. Restrictions

- Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract/agreement.
- If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the Evaluation Committee.

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

PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

- A. Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract/agreement. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- B. Selection Check: Before the contract/agreement is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to the BDDB/SFSWMA, as determined by the BDDB/SFSWMA in its sole discretion.

CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by the Clarification Phase Guide, serves as a 'setting expectations' process to ensure mutual understanding between the BDDB/SFSWMA and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report. Depending on the outcome of the initial evaluation or the Clarification Phase, the Evaluation Committee may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

AWARD

The BDDB/SFSWMA will notify each offeror in writing of the BDDB/SFSWMA’s decision.

The BDDB/SFSWMA reserves the right to make an award in the manner deemed most advantageous to the BDDB/SFSWMA and aligned with public interest. Specifically, the BDDB/SFSWMA may:

- Award to one or more Offerors;
- Award full proposals as submitted;
- Award portions of one or more proposals;
- Select components or features from multiple proposals to create a composite award;
- Negotiate certain terms or clarify elements of proposals before finalizing awards;
- Reject any or all proposals;
- Cancel or re-issue all or portions of the RFP if it is in the BDDB/SFSWMA's best interest to do so;
- Make no award under this RFP.

The highest-scoring proposal may not necessarily be awarded a contract/agreement. Final selection is based on a combination of proposal quality, alignment with BDDB/SFSWMA objectives, best value, and the BDDB/SFSWMA's sole discretion.

Contractors must not commence work until the BDDB/SFSWMA issues a Purchase Order.

VI. EVALUATION PHASES

Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Scope/Level of Expertise Plan (SC/LE)</p> <p>The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capabilities and understanding of the BDDB and SFSWMA'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.</p>	Points Based	<p>35 <i>(35% of Total)</i></p>
2.	<p>Value Added Plan (VA)</p> <p>This section allows Offerors to present industry standards, innovative solutions, or unique services that the BDDB and/or SFSWMA may not have included in the RFP but could enhance the project. The Value-Added Plan provides an opportunity to propose additional options or ideas that may benefit the BDDB/SFSWMA, with or without changes to cost or revenue.</p>	Points Based	<p>5 <i>(5% of Total)</i></p>
3.	<p>Cost Proposal</p> <p>Offerors should prepare and submit cost proposals and breakout. Pricing should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information.</p>	Points Based	<p>35 <i>(35% of Total)</i></p>

4.	<p>Interview</p> <p>The Offerors will be required to participate in interviews to confirm/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 (or as soon as possible). The individual is required to attend in person or virtual for the interview. A second individual may be present (standby) to clarify their Cost Proposal if needed and/or requested. If interviews are not conducted, then offerors will all receive the full points for the selection criteria.</p>	Points Based	<p>25 <i>(25% of Total)</i></p>
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Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Resident/Native American Preference</p> <p>To ensure adequate consideration and application of NMSA 1978, Section 13-1-21, Offerors MUST include a copy, in this section, of its NM Resident/ preference certificate, as issued by the New Mexico Taxation and Revenue Department. The Evaluation Committee will apply the applicable preference based on the funding source. Meaning, if local government funds are going to be used, we will apply the resident preference, if state funds are going to be used, we will apply the state’s preference, and if federal funds are going to be used, we will not apply the preference.</p>	Points Based	<p>8 <i>(34.8% of Total)</i></p>
2.	<p>Veteran/Native American Preference</p> <p>To ensure adequate consideration and application of NMSA 1978, Section 13-1-21, Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department. The city will apply the applicable preference based on the funding source. Meaning, if City funds are going to be used, we will apply the City’s preference, if state funds are going to be used, we will apply the state’s preference, and if federal funds are going to be used, we will not apply the preference.</p>	Points Based	<p>10 <i>(43.5% of Total)</i></p>

3.	<p>Local Preference</p> <p>An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License with a local address shall be awarded local preference. The local preference applies only to offers received when BDDB/SFSWMA 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.</p>	Points Based	5 <i>(21.7% of Total)</i>
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VII. VENDOR QUESTIONNAIRE

BDDB - Campaign Contribution Disclosure Form*

Please download the document below, complete it, and upload.

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

*Response required

SFSWMA - Campaign Contribution Disclosure Form*

Please download the document below, complete it, and upload.

- [SFSWMA Campaign Contributio...](#)

*Response required

Conflict of Interest Statement Acknowledgement*

The City of Santa Fe, on behalf of the Buckman Direct Diversion Board (BDDB) and the Santa Fe Solid Waste Management Agency (SFSWMA), maintains a policy to prevent personal or organizational conflicts of interest, or the appearance thereof, in the solicitation, award, and administration of BDDB/SFSWMA contracts/agreements and Purchase Orders.

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

In addition to the Insurance Broker Services, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the BDDB/SFSWMA'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 contractor and known key personnel needs to describe the conflict.

The offeror agrees that, if after award, an organizational conflict of interest is discovered, individuals who are aware of the conflict make an immediate and full written disclosure to the BDDB/SFSWMA that includes a description of the action that the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the BDDB/SFSWMA may, at its discretion, cancel the contract/agreement for the Project. If the contractor was aware of an organizational conflict of interest prior to the award of the contract/agreement and did not disclose the conflict to the BDDB/SFSWMA, the BDDB/SFSWMA may terminate the contract/agreement for default.

The BDDB/SFSWMA 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 Insurance Broker Services. For the duration of this firm's involvement in the Insurance Broker Services contract/agreement, 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 Insurance Broker Services contract/agreement.

I certify that this firm will keep all Insurance Broker Services contract/agreement information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the BDDB/SFSWMA has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Insurance Broker Services contract/agreement. I understand that if this firm leaves this Insurance Broker Services contract/agreement before it ends, this firm must keep all contract/agreement information confidential. I agree to follow any instructions provided by the BDDB/SFSWMA relating to the confidentiality of the Insurance Broker Services contract/agreement 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 CPO, at 505-629-8351 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 Insurance Broker Services contract/agreement confidential information has or intends to disclose that information in violation of this agreement.

The above information is subject to verification by the BDDB/SFSWMA. If the BDDB/SFSWMA finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract/agreement may be canceled.

Please confirm

*Response required

Non-Collusion Affidavit Acknowledgement*

Please download the document below, complete it, and upload.

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

*Response required

Proposal Cover Page, Declaration and Checklist

Respond to Questions 5.1 through 5.8 to complete the Proposal Cover page

NM Business Tax Identification Number (NMBTIN) fka CRS

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

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

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

Will you require the use of subcontractors?*

- Yes
 No

*Response required

When equals "Yes"

Subcontractors*

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

*Response required

Describe any relationship with any entity (such as the City of Santa Fe, BDDDB, SFSWMA, 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/agreement. *

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

*Response required

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

Key Personnel Lead Information*

Please provide the Key Personnel Lead information here.

*Response required

Proposal Response

The Offeror must complete questions 6.1 - 6.16. Failing to answer when required, upload required documents or answering "No" to any of the questions may result in disqualification.

Is your PC Submittal (Questions 6.6 - 6.8) a total of 3 pages or less (1 page maximum per document)?**

- Yes
- No

*Response required

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

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

Do you understand that the contents of PC Submittal will become part of the Contract/Agreement?*

- Yes
- No

*Response required

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

Yes

No

*Response required

Scope/Level of Expertise Metrics*

Please download the document below, complete it, and upload.

- [Scope-Level Metrics.docx](#)

*Response required

Offerors should provide a brief narrative explaining their proposed metrics.*

The narrative should describe how their capabilities and proven track record align with or exceed the BDDDB/SFSWMA'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. (1 page maximum)

Maximum response length: 3000 characters

*Response required

Value Added Plan (VA) *

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 BDDDB/SFSWMA 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 BDDDB/SFSWMA 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 proposed base Cost.

Please download the document below, complete it, and upload. (Insert the word "None" if there are no value added items and upload the form)

- [VALUE ADDED PLAN.docx](#)

*Response required

Project Cost Proposal*

Please download the below documents, complete, and upload.

- [Project Cost Proposal.docx](#)

*Response required

Reference List*

Please download the below documents, complete, and upload.

- [Reference Check.docx](#)

*Response required

Clarification

Offeror may download the document below for informational purposes.

- [CLARIFICATION_PHASE_GUIDE.docx](#)

Weekly Risk Reporting System Guide

Offeror's may download the document below for informational purposes.

- [WEEKLY_RISK_REPORTING_SYSTE...](#)

BDDB - Sample Contract

Please download the document for review. Please see Section 6.15 for further instruction.

- [Sample Contract.docx](#)

SFSWMA - Sample Agreement

Please download the document for review. Please see Section 6.15 for further instruction.

- [PSA 2026; Insurance Broker ...](#)

Contract Red-Lined Edits*

The BDDB/SFSWMA discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract/Agreement. Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract/Agreement strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language.

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

(Upload document stating "no changes" or upload redlined contract)

*Response required

Preference Certificate*

Please upload a NM Resident Business/Veteran/Native American Preference Certificate (The certificate will be from NM Taxation and Revenue but is NOT a tax certificate. It will specifically say RESIDENT/VETERAN/NATIVE AMERICAN BUSINESS Certificate) or upload a document stating "No Preference)

Please also upload your City or County of Santa Fe current business license to be considered for local preference.

*Response required

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: June 15, 2026
Subject: Request for Approval of Amendment No. 2 to the Services Agreement with State Rubber & Environmental Solutions, LLC of Denver City, TX for Scrap Tire Recycling Services (ITB 24083)

SUMMARY

The Agency respectfully requests the Board's approval of Amendment No. 2 (Amendment) to the Services Agreement (Agreement) with State Rubber & Environmental Solutions (State Rubber), located in Denver City, TX, for scrap tire recycling services.

Per the Amendment, State Rubber has agreed to extend the Agreement on the same terms.

The Amendment extends the term of the Agreement for a third year, through June 21, 2027. Under Article 5, the Agreement may be renewed annually for up to 10 years, subject to Board approval.

The Amendment incorporates revised pricing for scrap tire recycling, increasing it to \$85 per ton from \$80 per ton.

The Amendment also increases the compensation for State Rubber by \$27,625, for a not-to-exceed total of \$73,425.

Funding is available in 8100852.510310 (Service Contracts).

BACKGROUND

On June 21, 2024, the Board awarded ITB No. 24083 for scrap tire processing to State Rubber. The Board also approved the Agreement with State Rubber for \$22,800.

The ITB does not commit the Agency to a definite quantity or specific dollar value of scrap tire hauling. Instead, the ITB allows the Agency to procure the service from State Rubber as needed.

On June 18, 2025, the Board approved Amendment No. 1, which increased compensation by \$23,000 to a total not to exceed \$45,800 and extended the term to June 21, 2025.

Amendment No. 2 to the Agreement with State Rubber will provide for the continuation of recycling of scrap tires into crumb rubber, steel, and fiber.

The Agency receives scrap tires from customers at the Buckman Road Recycling and Transfer Station (BuRRT). The scrap tires handled by the Agency are predominantly passenger tires; however, the Agency accepts all tires, regardless of size. The following table summarizes the tire generation for the past three years:

Description	Calendar Year		
	2023	2024	2025
Total (pounds)	471,280	467,960	587,800
Ave Weight/Load (pounds)	26,182	25,998	25,557
No. of Passenger Tires	11,559	11,694	14,697
No. of Truck Tires	2,267	2,334	2,933
No. of Loads to State Rubber	18	18	23

The Agency has used State Rubber since 2014. State Rubber's fee for processing scrap tires is \$85.00 per ton.

The State Rubber processing facility produces crumb rubber, steel, and fibers. Crumb rubber is primarily used in rubberized asphalt pavements, molded rubber products, athletic surfaces, playground materials, landscape products, and oil industry products. Steel in tires is recycled at steel mills. Fiber from tires is used as a soil amendment, absorbent material, and molded rubber product.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Services Agreement with State Rubber for scrap tire recycling services.

The Agency also requests:

- Approval to extend the term of the Agreements through June 21, 2027.
- Increase the compensation by \$27,625 for a not-to-exceed total amount of \$73,425.

Attachments:

- 1) Amendment No. 2 to the Services Agreement
- 2) Amendment No. 1 to the Services Agreement
- 3) Services Agreement with State Rubber & Environmental Solutions

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ATTACHMENT 1

Amendment No. 2 to the Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
STATE RUBBER & ENVIRONMENTAL SOLUTIONS, LLC
(Scrap Tire Recycling - 2024)**

This AMENDMENT No. 2 (“Amendment”) to the SERVICES AGREEMENT, dated June 21, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and State Rubber & Environmental Solutions, LLC (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide scrap tire recycling services of scrap tires delivered from the Buckman Road Recycling and Transfer Station to Contractor’s scrap tire recycling plant in Denver City, TX (ITB No. 24083).

Pursuant to Article 18, 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 compensation by a total of Twenty-Seven Thousand Six Hundred Twenty-Five Dollars and No Cents (\$27,625.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Seventy-Three Thousand Four Hundred Twenty-Five Dollars and No Cents (\$73,425.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$22,800.00
AMENDMENT NO. 1	\$23,000.00
AMENDMENT NO. 2	\$27,625.00
CONTRACT TO DATE	\$73,425.00

A. The Agency shall pay Contractor a processing fee of \$85.00 per ton for recycling scrap tires delivered by a third-party hauling transportation company to Contractor’s scrap tire recycling plant in Denver City, TX.

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

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

D. Invoices containing reimbursable 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 June 21, 2027, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten 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 to the Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chair, Joint Powers Board

Date:

CONTRACTOR:

David Elam
Plant Manager
State Rubber & Environmental Solutions, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 1

Amendment No. 1 to the Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
STATE RUBBER & ENVIRONMENTAL SOLUTIONS, LLC
(Scrap Tire Recycling - 2024)**

This AMENDMENT No. 1 (“Amendment”) to the SERVICES AGREEMENT, dated June 21, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and State Rubber & Environmental Solutions, LLC (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide scrap tire recycling services of scrap tires delivered from the Buckman Road Recycling and Transfer Station to Contractor’s scrap tire recycling plant in Denver City, TX (ITB No. 24083).

Pursuant to Article 18, 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 compensation by a total of Twenty-Three Thousand Dollars and No Cents (\$23,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty-Five Thousand Eight Hundred Dollars and No Cents (\$45,800.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$22,800.00
AMENDMENT NO. 1	\$23,000.00
CONTRACT TO DATE	\$45,800.00

- A. The Agency shall pay Contractor a processing fee of \$80.00 per ton for recycling scrap tires delivered by a third-party hauling transportation company to Contractor’s scrap tire recycling plant in Denver City, TX.
- B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.
- C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.
- D. Invoices containing reimbursable 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 June 21, 2026, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten 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.

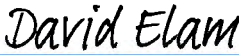
IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Lee Garcia (Jun 18, 2025 17:35 MDT) 06/18/25

Lee Garcia Date:
Chair, Joint Powers Board

CONTRACTOR:


David Elam (Jun 18, 2025 16:17 CDT) 06/18/25

David Elam Date:
Plant Manager
State Rubber & Environmental Solutions, LLC

APPROVED AS TO FORM:


Nancy Long (Jun 13, 2025 14:52 MDT) 06/13/25

Nancy R. Long Date:
Agency Attorney

ATTACHMENT 2

Services Agreement with State Rubber & Environmental Solutions

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
STATE RUBBER & ENVIRONMENTAL SOLUTIONS, LLC
(Scrap Tire Processing- 2024)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and State Rubber & Environmental Solutions, LLC (the "Contractor") to provide processing services of scrap tires (ITB No. 24083), 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 the Scope of Services hereto attached in Exhibit A. Contractor shall provide scrap tire processing services for scrap tires delivered from the Buckman Road Recycling and Transfer Station in Santa Fe, NM, to Contractor's scrap tire recycling plant in Denver City, TX. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A; to comply with all federal, state, and local laws and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities.

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-Two Thousand Eight Hundred Dollars and No Cents (\$22,800.00).

B. The Agency shall pay Contractor a processing fee of \$80.00 per ton for processing scrap tires delivered by a third-party transportation company to Contractor's scrap tire recycling plant in Denver City, TX.

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

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

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this 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 June 20, 2025, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed 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.

6. **TERMINATION**

A. 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.

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

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

A. Contractor, its agents, and its employees are independent contractors performing construction 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. **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.

10. 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.

11. 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.

12. 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 required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain 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 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. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

13. 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.

14. 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.

15. 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.

16. RECORDS AND AUDIT

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

17. 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, County of Santa Fe, State of New Mexico.

18. AMENDMENT

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

19. 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.

20. NON-DISCRIMINATION

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

21. 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.

22. 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@sfswwa.org

CONTRACTOR: David Elam
Plant Manager
State Rubber & Environmental Solutions, LLC
1390 County Road 344
P.O. Box 732
Denver City, TX 79323
Fax: (806) 592-3806
Email: David@staterubber.net

A. 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.

B. 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.

C. 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.

23. 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:


Camilla Bustamante (Jun 21, 2024 18:11 MDT)
Camilla Bustamante
Chairperson

06/21/24
Date: _____

ATTEST:


Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:


David Elam (Jun 17, 2024 15:51 CDT)
David Elam
Plant Manager
State Rubber & Environmental Solutions, LLC

06/17/24
Date: _____

APPROVED AS TO FORM:


Nancy Long (Jul 16, 2024 14:46 MDT)
Nancy R. Long
Agency Attorney

06/16/24
Date: _____

EXHIBIT A
Scope of Services
for
State Rubber & Environmental Solutions

The parties agree as follows as to the services to be delivered under this Agreement:

- The Agency shall act as scale master for all loads of scrap tires. The Agency retains the right to enforce weight limits as described herein. The Agency scale facilities shall also serve as recordkeeping for loads and material quantities delivered to State Rubber & Environmental Solutions' scrap tire recycling plant in Denver City, TX.
- The Agency shall pay State Rubber & Environmental Solutions a processing fee of \$80.00 per ton for processing scrap tires delivered by a 3rd party transportation company to State Rubber & Environmental Solutions' scrap tire recycling plant in Denver City, TX.
- The following types of tires are not permitted:
 - Rimmed tires
 - Oversized tires
 - Foam-filled tires

State Rubber & Environmental Solutions agrees to provide these services:

- State Rubber & Environmental Solutions shall process scrap tires at its total tire recycling plant in Denver City, TX.

State Rubber & Environmental Solutions shall comply with 20.9.20 NMAC and 30 TAC Chapter 328, Subchapter F for transporting, processing, storage, recycling, use, abatement, and generation of scrap tires.

- State Rubber & Environmental Solutions shall submit to the Agency invoices accompanying with manifests and scale tickets.

Signature: 

Email: kclark@santafecountynm.gov

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: June 15, 2025
Subject: Request for Approval of Amendment No. 2 to the Price Agreement with Allied Electric, Inc. of Santa Fe, NM, for On-Call Electrical Services (ITB No. 24068)

SUMMARY

The Agency is requesting the Board approve Amendment No. 2 (Amendment) to the Price Agreement (Agreement) with Allied Electric for on-call electrical services.

Per the Amendment, Allied Electric has agreed to extend the terms of the Agreement for an additional year, extending until June 24, 2027, under the same pricing and conditions. In accordance with Article 8, the Agreement may be renewed annually for a maximum duration of ten years, subject to approval by the Board.

The Amendment provides for continuing on-call electrical services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT) facilities.

Funding is available from:

- 8100851.520100 (Repair and Maintenance Buildings/Structures – Landfill)
- 8100852.520100 (Repair and Maintenance Buildings/Structures – BuRRT)

BACKGROUND

On May 15, 2024, the Agency issued Invitation to Bid No. 24068 (ITB) to secure pricing for on-call electrical services.

On June 20, 2024, the Board awarded the ITB, via Price Agreement, to Allied Electric, Inc. of Santa Fe, NM.

On June 18, 2025, the Board approved Amendment No. 1 to extend the Agreement for a second year through June 24, 2026, at the same pricing and conditions.

The ITB does not commit the Agency to a fixed quantity of on-call electrical services. Instead, it allows the Agency to procure electrical services as needed.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 2 to the Price Agreement with Allied Electric for on-call electrical services.

Attachments:

- 1) Amendment No. 2 - Price Agreement with Allied Electric
- 2) Amendment No. 1 - Price Agreement with Allied Electric
- 3) Price Agreement with Allied Electric

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ATTACHMENT 1

Amendment No. 2 – Price Agreement with Allied Electric

ATTACHMENT 2

Amendment No. 1 – Price Agreement with Allied Electric

ATTACHMENT 3

Price Agreement with Allied Electric

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 2
PRICE AGREEMENT WITH
ALLIED ELECTRIC, INC.
(On-Call Electrical Services - 2024)**

This AMENDMENT No. 2 (“Amendment”) to the PRICE AGREEMENT, dated June 24, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Allied Electric, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call electrical services as described in ITB No. 24068, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and terminate on June 24, 2027, 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.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Agreement on the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chair, Joint Powers Board

Date:

CONTRACTOR:

George Maestas
Vice President
Allied Electric, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 1
PRICE AGREEMENT WITH
ALLIED ELECTRIC, INC.
(On-Call Electrical Services - 2024)**

This AMENDMENT No. 1 (“Amendment”) to the PRICE AGREEMENT dated June 24, 2024 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Allied Electric, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call electrical services as described in ITB No. 24068, and all terms, specifications and conditions, contained therein.

Pursuant to Article 24, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 8, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 8 reads in its entirety as follows:

- A. This Agreement shall be effective when signed by the Agency and terminate on June 24, 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.

2. 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 to the Agreement on the dates set forth below.

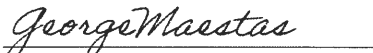
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Lee Garcia
Chair, Joint Powers Board

6-18-2025
Date:

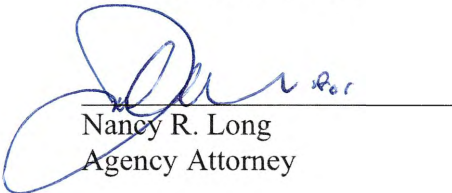
CONTRACTOR:



George Maestas
Vice President
Allied Electric, Inc.

06/18/2025
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

06/18/2025
Date:

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH ALLIED ELECTRIC, INC.
(On-Call Electrical Services – 2024)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Allied Electric, Inc. ("Contractor") for on-call electrical services as described in ITB No. 24068 and below. The Price Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 24068 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is 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 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

- C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of 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 Purchasing Department 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 excludes 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 4 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 of 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 and Price Agreement number ITB 24068.

- 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. 24068, 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 which itemizes materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.
- 2) Delivery shall be made within three (3) business day of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this time frame or if the compete 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 to any customers for such items 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 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, at Contractor's risk and expense, promptly after 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 the receipt of 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 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 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 June 20, 2025, 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 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 that 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: George Maestas
Vice President
Allied Electric, Inc.
P.O. Box 28430
Santa Fe, NM 87592-8430
Email: george@alliednm.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.

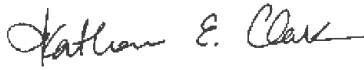
**SANTA FE SOLID WASTE
MANAGEMENT AGENCY:**


Camilla Bustamante (Jun 24, 2024 11:20 MDT)
Camilla Bustamante
Chairperson

06/24/24


Date:

ATTEST:



Katharine E. Clark
Santa Fe County Clerk


CONTRACTOR:


George Maestas (Jun 17, 2024 15:50 MDT)
George Maestas
Vice President
Allied Electric, Inc.

06/17/24

Date:

APPROVED AS TO FORM:


Nancy Long (Jul 16, 2024 14:46 MDT)

Nancy R. Long
Agency Attorney

06/16/24

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 23068

1. GENERAL CONDITIONS

- A. This Agreement is established to provide on-call electrical services for the Agency hereinafter referred to as services. The Agency owns and leases multiple buildings and electrical equipment listed in Section 3 of Exhibit A that may require a licensed Contractor to provide electrical services. However, the Agency may require services for new buildings and equipment in the future. Thus, the list of buildings and equipment may be revised through by notice of Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.
- B. Contractor shall be an electrical Contractor properly licensed as an EE98 for Segment I in Section 4 of Exhibit A and EL1 for Segment II in Section 4 of Exhibit A by the State of New Mexico and able to perform electrical services for the Agency in situations where Agency employees are unable to respond to the Agency's electrical needs.
- C. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair electrical malfunctions, to install new electrical equipment, or to modify existing electrical equipment as necessary to maintain Agency buildings as requested by the Agency. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, etc.) shall be included in the labor costs by Contractor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

- D. The Agency is responsible for determining when the services of Contractor are needed.
- E. Contractor shall assess the situation/problem and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. 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.
- F. If the work is an emergency, Contractor shall immediately stabilize the site, then provide an estimate, including the work required to stabilize the situation. 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 to stabilize an emergency situation.
- H. The Agency reserves the right to specify electrical components and devices (parts) for all facilities and/or Agency owned and operated equipment.
- I. Contractor shall respond by dispatching an electrician to the indicated site within four (4) hours after being contacted by the Agency, or within two (2) hours if an emergency situation exists, or within any previously arranged time specified for scheduled maintenance. In the event that the primary Contractor is unable to respond within the required time, the Agency shall have the right to obtain the required services from the secondary Contractor or another source. Repeated failures to respond within the required time may be cause for cancellation of the contract.

Repeated failures to respond is defined as more than three (3) times within any four-week period.

- J. 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 property. All materials provided by Contractor shall be UL listed. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- K. 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 sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.
- L. The Agency may require Contractor to install poles, transformers and other various aerial work. In addition, the Agency may require Contractor to excavate, and install conduit and various underground splices and installations. For purposes of clarity, Contractor of Segment I - Medium Voltage Commercial & Industrial will be expected to work with voltages ranging from less than 12 volts to 600 volts. Contractor of Segment II - High Voltage Electrical Distribution System including Transmission Lines will be expected to work with voltages ranging from 601 volts

to greater than 12,400 volts.

- M. 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.
- N. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.
- O. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.
- P. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- Q. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.
- R. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's Unit Pricing of Section 4 of Exhibit A, Number of Hours to be worked, any Parts/Supplies (if applicable), and Rented Equipment (if applicable), plus the applicable NMGR listed as a separate item.

- S. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's Unit Pricing of Section 4 of Exhibit A, Number of Hours Worked, and any Parts/Supplies/Materials (if applicable), and Rented Equipment (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.
- T. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases as listed in Items 5 and 11 of Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.
- U. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs fees as listed in Items 5 and 11 of Section 4 of Exhibit A if such orders are approved in writing by the Agency in advance.
- V. The use of only one Journeyman Electrician 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. Any apprentices/electrician helpers shall be in compliance with State of New Mexico CID ratio of one journeyman to three apprentices/helpers. The Agency reserves the right to determine how many helpers shall be dispatched.

- W. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work unless the equipment is regarded as specialized. Where specialized equipment must be rented, the Agency will reimburse Contractor for rental costs as listed in Items 5 and 11 of Section 4 of Exhibit A. A copy of the rental company's invoice must be submitted to the Agency for payment.
- X. Contractor shall have the ability to provide supplemental power generation equipment by either rental or Contractor owned, in cases of emergency and/or building shut-downs which will require supplemental power generation.
- Y. If materials must be special ordered and/or shipped from outside the Santa Fe area, the Agency will pay shipping costs fees as listed in Items 5 and 11 of Section 4 of Exhibit A

2. BILLING LOCATION AND CONTACT

- A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.
- B. The billing address is as follows:

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

3. LIST OF BUILDINGS AND EQUIPMENT

Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, etc.)
- Pump House (pumps, etc.)
- Maintenance Building/Shop (offices, HVAC, lights, security cameras, shop equipment, overhead crane, etc.)
- Portable Buildings (lights, etc.)
- Leachate Pumps (pumps, etc.)
- Effluent Pond (pumps, etc.)
- Landfill Gas System (flare ignition switch, blowers, pumps, control panel, etc.)
- Transformer(s)

Buckman Road Recycling and Transfer Station
(BuRRT)
2600 Buckman Road
Santa Fe, NM 87507

- Scale House (HVAC, lights, scales, security cameras, etc.)
- Administration Building (offices, HVAC, lights, electrical room, etc.)
- Transfer Station (exhaust fans, lights, overhead doors, etc.)
- Glass Pulverizer System (motors, control panel, etc.)
- Baling Building (motors, control panels, lights, overhead doors, etc.)
- MRF (HVAC, lights, motors, control panels, etc.)
- HHW (HVAC, lights, exhaust fans, overhead electric heaters, etc.)
- Transformer(s)

4. CONTRACTOR’S UNIT PRICING

***SEGMENT I: Medium Voltage Commercial & Industrial
Requires EE98 License***

<u>Labor</u>	<u>Description</u>	<u>*Hourly Labor Cost</u>
Item 1.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>110.00</u>
Item 2.	Apprentices/Helpers 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>70.00</u>
Item 3.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>140.00</u>
Item 4.	Apprentices/Helpers 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>90.00</u>
*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, excluding NMGRT.		
Item 5.	Discount off Parts, Supplies & Materials, excluding NMGRT	<u>0%</u>
Item 6.	Mileage Rate – Contractor’s location to work site, excluding NMGRT	<u>\$ 2.15</u>

**SEGMENT II: High Voltage electrical distribution system including transmission lines
Requires EE98 and EL1 License
This Segment is for services greater than 600 volts**

<u>Labor</u>	<u>Description</u>	<u>*Hourly Labor Cost</u>
Item 7.	Journeyman Electrician 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>No Bid</u>
Item 8.	Apprentices/Helpers 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding weekends & holidays	\$ <u>No Bid</u>
Item 9.	Journeyman Electrician 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>No Bid</u>
Item 10.	Apprentices/Helpers 5:01 p.m. to 6:59 a.m., Monday thru Friday, including weekends & holidays	\$ <u>No Bid</u>
*Hourly Labor Costs include prevailing wage rates for the classification and overhead and profit, excluding NMGRT.		
Item 11.	Discount off Parts, Supplies & Materials, excluding NMGRT	<u>No Bid %</u>
Item 12.	Mileage Rate – Contractor’s location to work site, excluding NMGRT	\$ <u>No Bid</u>

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: June 15, 2026
Subject: Request for Approval to Recognize Juneteenth as an Official Holiday

SUMMARY

The Agency respectfully requests the Board's approval to designate Juneteenth as an official holiday for the Agency.

The Agency and AFSCME Local 3999, through the Labor Management Committee (LMC), have mutually agreed to recognize Juneteenth as an official holiday.

The Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station will be open during their regular operating hours.

BACKGROUND

On June 17, 2021, President Biden signed legislation declaring June 19 a federal holiday to recognize Juneteenth Day.

Both the City of Santa Fe and Santa Fe County officially recognize Juneteenth as a paid holiday for their employees, and nonessential administrative offices and facilities close in observance.

Holiday hours for Juneteenth increase by 8-10 hours per employee, based on work shift. Employees who work on the Juneteenth holiday would be paid as specified in the union contract or the Agency's personnel policy. Employees who are scheduled off on Juneteenth would be paid straight overtime.

ACTION REQUESTED

The Agency recommends the Board approve Juneteenth as an official holiday for the Agency.

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MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: June 15, 2026
Subject: Request for Approval to Close the Caja del Rio Landfill on July 4th

SUMMARY

The Agency is requesting the Board to approve the closure of the Caja del Rio Landfill on Saturday, July 4, 2026.

Historical data from previous Independence Day Saturdays in 2009 (4 tickets), 2015 (2 tickets), and 2020 (18 tickets) indicate low residential and commercial use of the landfill.

Commercial haulers, contractors, and the general public have alternative options for disposing of solid waste both before and after the holiday.

If approved, public notices will be issued to local media and commercial haulers and posted on the Agency's website to inform users of the landfill's July 4 closure.

ACTION REQUESTED

The Agency recommends closing the Caja del Rio Landfill on Saturday, July 4, 2026.

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