



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
February 20, 2025 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. Approval of Minutes
 - A. A. Regular Meeting - November 21, 2024
- V. Matters from the Public
- VI. Approval of Consent Calendar
- VII. Consent Calendar
 - A. A. Request for Approval of Amendment No. 5 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB No. 22/28/B); and
 - 1. Extend the Term of the Agreement through March 17, 2026.
 - 2. Increase the Amount of Compensation by \$130,000 for a Total Not-To-Exceed Amount of \$491,400.

- B. A. Request for Approval to Award ITB No. 25109 to Familia Rios, LLC d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Janitorial Services for a Total Not-To-Exceed Amount of \$72,500, Including NM GRT; and

- 1. Approval of the Services Agreement with Nelly's Cleaning Service.

VIII. Matters from the Executive Director

IX. Matters from Staff - Agency, City, County

X. Matters from the Board

- A. Election of Chair and Vice-Chair.

XI. Next Meeting:

- A. March 20, 2025

XII. Adjournment

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
HYBRID, IN-PERSON AND VIRTUAL MEETING
THURSDAY, NOVEMBER 21, 2024, 5:00 PM
SANTA FE COUNTY ADMINISTRATION COMPLEX
GRANT CONFERENCE ROOM, SECOND FLOOR 240 GRANT AVENUE, SANTA FE,
NM**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Bustamante at 5:02 pm on Thursday, November 21, 2024, and was held in-person and virtually.

II. ROLL CALL

MEMBERS PRESENT

Commissioner Camilla Bustamante, Chair
Commissioner Justin Greene, via WebEx
Commissioner Anna Hansen
Councilor Michael Garcia, via WebEx
Councilor Lee Garcia

MEMBERS ABSENT

Councilor Amanda Chavez, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Jonas Nahoum, Attorney
Rosalie Cardenas, SWMA
Christiann Orozco, SWMA
Les Francisco, Santa Fe County Solid Waste Superintendent, via -via Webex
Deborah Trujillo, Interim Director, City of Santa Fe Environmental Services
Division, via Webex
Ryan Ward, Santa Fe County, Public Works Department, via Webex

III. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Lee Garcia, seconded by Commissioner Hansen, to approve the agenda as presented.

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

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

IV. APPROVAL OF MINUTES

A. REGULAR MEETING - October 17, 2024

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

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

Commissioner Greene, yes; Commissioner Hansen, abstained; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

V. MATTERS FROM THE PUBLIC

None.

VI. APPROVAL OF CONSENT CALENDAR

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Lee Garcia, to approve the consent calendar as presented.

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

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

VII. CONSENT AGENDA

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SCS ENGINEERS OF BEDFORD, TX, FOR AIR QUALITY PERMITTING AND COMPLIANCE REPORTING AND ENGINEERING AND OPERATION AND MAINTENANCE SERVICES FOR THE CAJA DEL RIO LANDFILL GAS COLLECTION SYSTEM (RFP NO. 22/16/P); AND

- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH NOVEMBER 18, 2025.**

2. **INCREASE THE COMPENSATION BY \$124,602 FOR A TOTAL AMOUNT NOT TO EXCEED \$437,868.86.**

Approved on consent.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO THE SERVICES AGREEMENT WITH AMBITIONS TECHNOLOGY GROUP, LLC OF ALBUQUERQUE, NM, FOR MANAGED IT SERVICES (RFP NO. 21/01/P); AND

1. **EXTEND THE TERM OF THE AGREEMENT THROUGH NOVEMBER 19, 2025.**
2. **INCREASE THE COMPENSATION BY \$70,400 FOR A TOTAL AMOUNT NOT TO EXCEED \$311,000.**

Approved on consent.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OCCUPATIONAL HEALTH CENTERS ON THE SOUTHWEST, P.A. ("CONCENTRA") OF ADDISON, TX, FOR EMPLOYEE MEDICAL SERVICES (RFP NO. 22/18/P); AND

1. **EXTEND THE TERM OF THE AGREEMENT THROUGH NOVEMBER 18, 2025.**
2. **INCREASE THE COMPENSATION BY \$10,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000.**

Approved on consent.

D. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH RUSTY'S WEIGH SCALES & SERVICE, INC. OF LUBBOCK, TX, FOR ON-CALL TRUCK SCALE CALIBRATION, MAINTENANCE, AND REPAIR SERVICES (ITB NO. 24/32/B); AND

1. **EXTEND THE TERM OF THE AGREEMENT THROUGH OCTOBER 19, 2025.**

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC. OF ALBUQUERQUE, NM (RFP NO. 21/11/P); AND

- 1. ADD TASK 11 - CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA AND GRADING PAN FOR DUR HUR AREA.**
- 2. INCREASE THE COMPENSATION BY \$99,258 FOR A TOTAL AMOUNT NOT TO EXCEED \$261,130.**
- 3. CHANGE THE NOTICE INFORMATION FOR THE CONTRACTOR.**

Mr. Kippenbrock reviewed the request for approval saying, this agreement is to identify an area to expand air space within our footprint and develop a plan with Dur Hur. Dur Hur sells the rock once a week. CDM Smith will revise the excavation and grading plan. It will be a plan for the future to provide us with 10+ years of air space. They will also provide an update to our blasting plan, which will be submitted to the Planning Department.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Lee Garcia, to approve the request for approval of Amendment No. 5 to the Professional Services Agreement with CDM Smith Inc.

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

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

B. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS, LLC OF AUSTIN, TX, FOR A COST OF SERVICE AND RATE DESIGN STUDY UNDER HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CONTRACT NO. HP08-21 IN THE AMOUNT OF \$83,900; AND

- 1. APPROVE BUDGET INCREASE TO 8100851.510300 (PROFESSIONAL SERVICES) FROM 810.100700 (OPERATING FUND CASH) IN THE AMOUNT OF \$83,900.**

Mr. Kippenbrock reviewed the request saying, NewGen did a cost of service study for us in 2018. The first rate increase began in October 2021. We will have

another rate increase this year. He recommends that we do another rate study to include capital equipment replacement and other factors including new improvements to the Agency in the next four to five years. It will also include a what-if analysis regarding a possible recycling facility at the landfill.

Councilor Lee Garcia asked are we looking at how much material we are able to recycle. He has heard from people that they don't know what is happening with their recycling and they wonder if it is going into the landfill.

Mr. Kippenbrock said he doesn't think so. This will focus on what we need to do for a new facility. 20% of all the recycling goes into the landfill because it does not meet the requirements. Everything that can be recycled is being recycled.

Councilor Lee Garcia asked if we have investigated other entities.

Mr. Kippenbrock said no, he uses the Houston-Galveston Area Council for purchasing. They are solid and used by surrounding communities.

Chair Bustamante said there has to be an end use for the recycling. Is there a study regarding the marketing of the products?

Mr. Kippenbrock said he was on a call with the Rio Grande Coalition last week. El Paso has done an educational program with customers about what can be recycled. Everyone who requests a recycle bin has to take an online class. He thought that was very interesting.

MOTION A motion was made by Councilor Lee Garcia, seconded by Commissioner Hansen, to approve the request for a professional Services agreement with NewGen Strategies and Solutions, LLC.

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

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

C. UPDATE OF FREE DAYS FOR SANTA FE CITY AND COUNTY RESIDENTS TO TAKE NOVEMBER 7-8 SNOWSTORM-DAMAGED BRANCHES TO THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION ON NOVEMBER 12-23, 2024.

Mr. Kippenbrock said this amnesty program started on the afternoon of November 12th, in conjunction with the City of Santa Fe. 1,175 residents have brought branches up to today.

Ms. Trujillo said the City is offering to pick up branches on Fridays, Saturdays and Sundays at a fee of \$25. 140 people have called us so far. We have scheduled 87 of them and are working on the rest. This is just curbside pick up. Parks is collecting in City parks and on City-owned property.

Commissioner Hansen gave the details of a property where there is a branch, still attached to the tree, and out in the street.

Ms. Trujillo said she would look into that situation. Also, we are extending this service to December 7th.

Mr. Kippenbrock said we will extend our service until December 7th as well.

Chair Bustamante asked if the branches are being chipped.

Mr. Kippenbrock said yes, they are.

D. UPDATE OF FY-24 AUDIT

Mr. Kippenbrock said we are currently working with our auditor, CRI, on finalizing the financials. We should have them tomorrow. He and Thomasina will be able to complete the MD&A. The City has completed the cash accounting for the audit. We should be on time. The Audit Exit Conference will be held virtually and will be held on the 2nd or 3rd. Chair Bustamante will be attending.

Chair Bustamante said if any of the board members would like to attend, they should do so.

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. DANITA BOETTNER, LANDFILL MANAGER, SANTA FE SOLID WASTE MANAGEMENT AGENCY

Mr. Boettner was not present.

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

Ms. Trujillo said she has no items other than her report of the tree branches that she has already given.

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

Mr. Francisco said we are running at full capacity.

X. MATTERS FROM THE BOARD

Commissioner Greene said Ryan Ward is with us virtually. He previously worked for the County and has returned.

Mr. Ward said this is his second tour of duty with the County. He has the road team and solid waste. He appreciates all that you folks do.

Commissioner Greene said thank you to everyone who got the tree branch pick up done and for being proactive.

Councilor Michael Garcia said he echos what Commissioner Greene said. Thank you to all of the team members for helping our residents.

Councilor Lee Garcia said ditto. Kudos to all of you for all you have done.

Chair Bustamante said Commissioner Hansen has been on SWMA for eight years. This is her last meeting. We thank you for all your hard work on these issues and your service to the community.

Commissioner Hansen said thank you, Randall. She has really enjoyed working with you over the past eight years. This is a very successful Board, and she is honored that she was able to serve on it. Thank you and thank your staff for all of the things you have done for the City and County. It has been an honor.

Chair Bustamante said we have a retirement today. Rosalie is retiring.

Chair Bustamante read the plaque.

Mr. Kippenbrock and Chair Bustamante presented the plaque to Rosalie.

Mr. Kippenbrock said she has worked with us for eleven years. Prior to that, she worked for ten years for the City.

Everyone congratulated and thanked Rosalie.

XI. NEXT MEETING DATE - FEBRUARY 20, 2025 AT 5 pm.

XII. ADJOURNMENT

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Lee Garcia, to adjourn the meeting.

VOTE The motion passed on a voice vote.

There being no further business before the Board, the meeting adjourned at 5:39pm.

Attested to By:

Katharine E. Clark, Santa Fe County


Clerk

Commissioner Camilla Bustamante, Chair

Elizabeth Martin

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: February 12, 2025
Subject: Request for Approval of Amendment No. 5 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (ITB 22/28/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 5 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM.

The Amendment will continue glass hauling services to Glass to Glass Denver in Broomfield, CO, at \$1,800 per load.

The Amendment will increase the compensation by \$130,000 for a total amount not to exceed \$491,400. Funding is available in 8100852.510310 (Service Contracts).

The Amendment will extend the term of the Agreement through March 17, 2026, for the Agreement's fourth year. Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

BACKGROUND

On January 28, 2022, the Agency issued ITB (Invitation to Bid) No. 22/28/B for glass hauling services at BuRRT. On March 17, 2022, the Board approved the Services Agreement with Pro-Motion Transportation for \$135,700. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,400 per load and to alternate buyer Strategic Materials at \$1,900 per load.

On April 21, 2022, the Board approved Amendment No. 1 to the Agreement to increase the compensation by \$10,750 for a total amount not to exceed \$146,450. The Amendment provided Pro-Motion Transportation a \$125 per load fuel surcharge due to increased fuel prices. The Amendment also provided glass hauling services to Glass to Glass Denver at \$1,600 per load and Strategic Materials at \$2,025 per load.

On August 18, 2022, the Board approved Amendment No. 2 to the Agreement, which increased compensation by \$10,200 for a total amount not to exceed \$156,650. The Amendment provided Pro-Motion Transportation a \$150 per load increase due to increased costs for operations, insurance, tires, and wages. The Amendment also provided glass hauling services to Glass to Glass Denver at \$1,750 per load and Strategic Materials at \$2,175 per load.

On March 16, 2023, the Board approved Amendment No. 3 to the Agreement to increase the compensation by \$136,500 for a total amount not to exceed \$293,150. The Amendment continued

glass hauling services to Glass to Glass Denver at \$1,750 per load and Strategic Materials at \$2,175 per load.

On March 21, 2024, the Board approved Amendment No. 4 to the Agreement to increase the compensation by \$68,250 for a total amount not to exceed \$361,400. The Amendment provided Pro-Motion Transportation a \$50 per load increase due to increased costs for operations, insurance, tires, and wages. The Amendment provided glass hauling services to Glass to Glass Denver at \$1,800 per load. The Amendment removed the alternate buyer, Strategic Materials in Phoenix, AZ.

In the past year, Pro-Motion Transportation hauled 72 loads of glass to Glass to Glass Denver for a total of 1,651 tons. The average load weight was 23 tons.

The driving distance from BuRRT to Glass to Glass Denver is approximately 420 miles.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 5 to the Services Agreement with Pro-Motion Transportation. The Amendment continues glass hauling services from BuRRT to Glass to Glass Denver.

The Agency requests approval to extend the term of the Agreement through March 17, 2026.

The Agency also requests approval to increase the compensation of the Agreement by \$130,000 for a total amount not to exceed \$491,400.

ATTACHMENTS

- 1) Services Agreement – Amendment No. 5
- 2) Services Agreement – Amendment No. 4
- 3) Services Agreement – Amendment No. 3
- 4) Services Agreement – Amendment No. 2
- 5) Services Agreement – Amendment No. 1
- 6) Services Agreement with Pro-Motion Transportation

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ATTACHMENT 1

Services Agreement - Amendment No. 5

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, 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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 amount of compensation by a total of One Hundred Thirty Dollars and No Cents (\$130,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Hundred Ninety-One Thousand Four Hundred Dollars and No Cents (\$491,400.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
AMENDMENT NO. 5	\$130,000.00
CONTRACT TO DATE	\$491,400.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2026, unless terminated sooner by the Agency pursuant to the terms 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 (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 4

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, 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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 amount of compensation by a total of Sixty-Eight Thousand Two Hundred Fifty Dollars and No Cents (\$68,250.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Sixty-One Thousand Four Hundred Dollars and No Cents (\$361,400.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
AMENDMENT NO. 4	\$68,250.00
CONTRACT TO DATE	\$361,400.00

1) The Agency shall pay Contractor a fee of \$1,800.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

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 describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2025, unless terminated sooner by the Agency pursuant to the terms 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 (10) years, including all extensions and

renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. **AGREEMENT IN FULL FORCE**

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

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ATTACHMENT 3

Services Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, 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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB 22/28/B).

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 amount of compensation by a total of One Hundred Thirty-Six Thousand Five Hundred Dollars and No Cents (\$136,500.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Ninety-Three Thousand One Hundred Fifty Dollars and No Cents (\$293,150.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
AMENDMENT NO. 3	\$136,500.00
CONTRACT TO DATE	\$293,150.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Glass to Glass Denver in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, including all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 describing the services completed. Compensation shall be paid only for services performed as set forth in the Scope of Services of this Agreement.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2024, unless terminated sooner by the Agency pursuant to the terms 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 (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.


3. **AGREEMENT IN FULL FORCE**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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


SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson

3/29/23
Date:

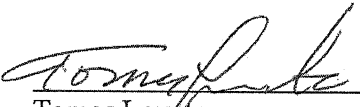




Kristine Bustos-Mihelcic
Santa Fe City Clerk

CUW

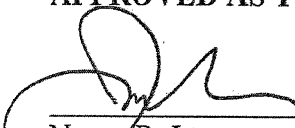
CONTRACTOR:



Tomas Lovato
General Manager
Pro-Motion Transportation, LLC

3-24-23
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

3.27.23
Date:

ATTACHMENT 4

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, 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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B).

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 amount of compensation by a total of Ten Thousand Two Hundred Dollars and No Cents (\$10,200.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Fifty-Six Thousand Six Hundred Fifty Dollars and No Cents (\$156,650.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
AMENDMENT NO. 2	\$10,200.00
CONTRACT TO DATE	\$156,650.00

1) The Agency shall pay Contractor a fee of \$1,750.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,175.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

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.

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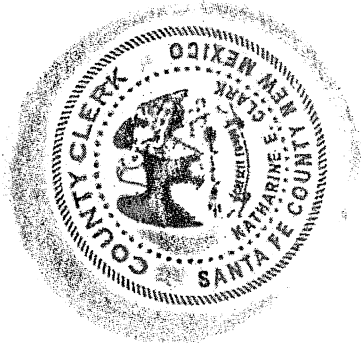
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 8/18/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 8-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 8-18-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 5

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
 AMENDMENT No. 1
 SERVICES AGREEMENT
 PRO-MOTION TRANSPORTATION, LLC
 (Glass Hauling Services – 2022)**

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated March 17, 2022 ("Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, 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 glass hauling services at the Buckman Road Recycling and Transfer Station (ITB No. '22/28/B).

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 amount of compensation by a total of Ten Thousand Seven Hundred Fifty Dollars and No Cents (\$10,750.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Forty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$146,450.00), payable as follows:

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,700.00
AMENDMENT NO. 1	\$10,750.00
CONTRACT TO DATE	\$146,450.00

1) The Agency shall pay Contractor a fee of \$1,600.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

2) The Agency shall pay Contractor a fee of \$2,025.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 4/21/22
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 4/22/22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 4-22-2022
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 6

Services Agreement with Pro-Motion Transportation

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
PRO-MOTION TRANSPORTATION, LLC
(Glass Hauling Services – 2022)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Pro-Motion Transportation, LLC (“Contractor”) for glass hauling services (ITB No. '22/28/B) 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 attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Thirty-Five Thousand Seven Hundred Dollars and No Cents (\$135,700.00), payable as follows:

- 1) The Agency shall pay Contractor a fee of \$1,475.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.
- 2) The Agency shall pay Contractor a fee of \$1,900.00 per semi-trailer load,

inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

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 as set forth in the Scope of Services of this Agreement.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 17, 2023, unless terminated sooner by the Agency pursuant to the terms 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 (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor,

5. TERMINATION

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

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

2) The Agency shall pay Contractor for services satisfactorily performed as set forth in the Scope of Services of this Agreement, through the date Contractor receives notice of such termination for which compensation has not already been paid.

6. APPROPRIATIONS

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

7. DEFAULT

The Agency reserves the right to terminate all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

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

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;

- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

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

9. 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.

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

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

11. **CHANGE IN CONTRACTOR'S REPRESENTATIVE**

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

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. **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.

14. **OWNERSHIP OF WRITTEN PRODUCTS**

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

15. **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.

16. **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 Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$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.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this

Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

17. **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.

18. **RECORDS AND AUDIT**

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

19. **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.

20. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

21. 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.

22. 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.

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, §§ 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.

24. **AMENDMENT**

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

25. **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.

26. **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.

27. **NOTICES**

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

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

CONTRACTOR: Mr. Tomas Lovato
General Manager
Pro-Motion Transportation, LLC
15 County Road 126C
Espanola, NM 87532
E-mail address: tomaslovato1960@gmail.com

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Notice may also be given by email, provided a hard copy of the notice is also transmitted via personal delivery, certified mail, or overnight courier to the parties at the respective addresses set forth in Paragraph A of this Article.
- E. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 3/17/2022
Anna Hansen Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Tomas Lovato 3-23-22
Tomas Lovato Date
General Manager
Pro-Motion Transportation, LLC

APPROVED AS TO FORM:

Nancy R. Long 3-18-2022
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

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

- When requested by the Agency, Contractor shall transport glass bottles (“glass”) from Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, New Mexico to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.
- The Agency shall load glass onto Contractor’s end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.
- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.
- The Agency shall pay Contractor a total of \$1,475.00, inclusive of all taxes, for each load transported to Momentum Recycling.
- The Agency shall pay Contractor a total of \$1,900.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.
- Contractor’s staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.
- Contractor shall use the Agency’s BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency’s BOL number.
- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.
- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: February 14, 2025
Subject: Request for Approval to Award ITB No. 25109 to Familia Rios, LLC d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Janitorial Services for a Total Not-To-Exceed Amount of \$72,500, Including NM GRT

SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 25109 to Familia Rios, LLC d/b/a Nelly's Cleaning Service of Santa Fe, NM, for janitorial services and approving the Services Agreement (Agreement) with Nelly's Cleaning Service for a total not-to-exceed amount of \$72,500, including NM GRT.

On February 3, 2025, the Agency issued ITB No. 25109 for janitorial services for six buildings at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

Four bidders responded on February 13, 2025:

- Clearly Clean Janitorial Service, Rio Rancho, NM
- Familia Rios, LLC d/b/a Nelly's Cleaning Service, Santa Fe, NM
- Nebula Advisors, Santa Fe, NM
- Ramon Lorenzo Martinez d/b/a Guy in the Chair, Santa Fe, NM

Nelly's Cleaning Service was the lowest responsive bidder, with a bid of \$5,480.00 monthly, excluding NMGRT.

The award recommendation is based on the final selection's price after applying valid New Mexico/Native American resident and resident veteran preferences, with Nelly's Cleaning Service being the lowest.

Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed ten years. Any request for a price adjustment is subject to Board approval.

Funding is available in 8100851.510310 and 8100852.510310 (Service Contracts).

BACKGROUND

The Agency maintains a clean workplace, including the buildings for its employees and customers. The Agency performs a variety of operations at each of its facilities, where staff, customers, and contractors encounter dirt and other potentially hazardous and infectious materials that can be left behind in the buildings, which can negatively impact human health.

Table 1. Bid Summary for ITB No. 25109 – Janitorial Services.

Description	Clearly Clean Janitorial Service	Nebula Advisors	Nelly's Cleaning Service	Guy in the Chair
Janitorial Services: Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings – per month ⁽¹⁾	\$5,108.00	\$6,473.00	\$5,480.00	\$5,323.50
Preference Submitted	Yes - expired 2/10/2025	No	Yes	No
Percentage Applied	0%	0%	8%	0%
Final Selection Based Price	\$5,108.00	\$6,473.00	\$5,041.60	\$5,323.50

⁽¹⁾ Excluding NM GRT

The ITB calls for a cleaning company to perform janitorial services at the following locations five days each week with noted exceptions:

Landfill Administrative Building

Conference Room Two Bathrooms
 General Office Area Two Offices

Landfill Maintenance Shop Building

Equipment Supervisor's Office Break Room
 Two Bathrooms Parts Room
 Main Shop Floor Walkway Area (Sweeping Only)

Landfill Scale House (Once/week)

Office Bathroom

BuRRT Admin Building

Conference Room Three Offices
 Two Bathrooms Kitchen/Break Room
 The entire Building with Tiles, including the Reception Area and Hallways

BuRRT Scale House (Twice/week)

Office Bathroom

BuRRT HHW Collection Building (Once/week)

Office Bathroom

ACTION REQUESTED:

The Agency recommends awarding ITB No. 25109 – Janitorial Services to Nelly’s Cleaning Service.

The Agency also requests the Board to approve the Services Agreement with Nelly’s Cleaning Service for \$72,500, including NM GRT, to provide janitorial services for the Landfill and BuRRT facilities.

Attachments:

- 1) Services Agreement with Nelly’s Cleaning Service
- 2) ITB No. 25109 – Janitorial Services (without appendices)

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ATTACHMENT 1

**Services Agreement
with
Nelly's Cleaning Service**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
NELLY'S CLEANING SERVICE
(Janitorial Services - 2025)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of February 2025 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Familia Rios, LLC d/b/a Nelly’s Cleaning Service (“Contractor”) for janitorial services as described in ITB No. 25109 and below.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seventy-Two Thousand Five Hundred Dollars and No Cents (\$72,500.00).

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

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

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

- D. Invoices containing reimbursement expenses, if any, 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 February 20, 2026, unless it is terminated sooner pursuant to Article 6 below.

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 Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule. 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.

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

A. Contractor, its agents, and its employees are independent contractors performing 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 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 Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain 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.

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, Santa Fe County, 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: Jose Rios
General Manager
Nelly's Cleaning Service
7282 Vista Serena Loop
Santa Fe, NM 87507
Email: alderete0807@gmail.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 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.

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, §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
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Jose Rios
General Manager
Nelly's Cleaning Service

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

JANITORIAL SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

The Santa Fe Solid Waste Management Agency (Agency) aims to obtain the following goals for this Services Agreement:

The Agency has six buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

Contractor affirms that they have the expertise and the appropriate resources to perform the janitorial services.

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following six buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices

- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms with lockers and showers
 - Parts room
 - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)

- Caja del Rio Scale House (Once a week on Monday)
 - Office area
 - Bathroom

- BuRRT Administration Building
 - The entire building with tiles, including the reception area and hallways
 - Three offices
 - Two bathrooms with lockers and showers
 - Kitchen
 - Conference room

- BuRRT Scale House (Twice a week on Sunday and Wednesday)
 - Office area
 - Two bathrooms

- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is a closure or a need by the Contractor for that work week.

No janitorial services will take place on the following observed holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 7:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency, the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale Houses at the Landfill and BuRRT facilities, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor's notes may be added for the Agency's review (Appendix A).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

APPENDIX A
Daily Cleaning Checklist

Daily Cleaning Checklist

This checklist must be initialed by the staff cleaning the selected buildings at both Caja del Rio (admin offices and maintenance shop – daily, 5 days per week, Sunday through Thursday) and Buckman Road Recycling and Transfer Station (admin offices – daily, 5 days per week, Sunday through Thursday; BuRRT Scale House – twice a week; and HHW Collection Center and Caja del Rio Scale House – once a week).

Cleaner Signature

Date

CHECKLIST MUST BE SUBMITTED DAILY FOR EACH FACILITY. COPIES SHOULD BE LEFT IN SPECIFIED OFFICES.

DAILY TASKS

All Buildings/Facilities

- Empty trash and replace liners. Leave all full bags by the front doors.
- Collect all rubbish, papers, bottles etc., from front entrances and between buildings.
- High dust for cobwebs.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Clean all drinking fountains at a high level of sanitation
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize all phone handles, doorknobs and light switches.
- Vacuum all carpets, mats and hard floors.
- Disinfect and wet-mop (no dust mop) all hard floors.
- Ensure all areas are cleaned and arranged in a tidy fashion prior to leaving.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.

Conference Rooms

- Disinfect and wipe down the table and chairs.
- Vacuum and wet mop floors.
- Spot clean windows.

Kitchen Areas/Break Rooms

- High dust for cobwebs and dust light fixtures.
- Disinfect and wipe down all flat surfaces, including tables, chairs and countertops.
- Tidy up items that are remaining on counters, such as sweeteners, condiments, etc.
- Wipe down the outsides of cabinets and clean sinks.
- Clean inside and outside of the coffee pot(s) and microwave(s).

- Wipe fingerprints from light fixtures and door handles.
- Vacuum or clean seating areas of debris.
- Empty trash and replace liners. Leave all full bags by the front doors.

Restrooms

- High dust for cobwebs and dust light fixtures.
- Empty trash bins, replace liners and wipe.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels, hand dryers and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Clean showers
- Disinfect and clean all urinals and toilets inside and out.
- Sweep and wet mop all floors with a disinfectant cleaner.
- Replenish toilet supplies (e.g., hand soap, paper towels, toilet paper) as needed to maintain an adequate supply.

Shop (Caja del Rio)

- Sweep, wet mop the first section of the shop floor from door to door.
- Dust, wet mop and clean the Parts Room.

WEEKLY TASKS

All Buildings/Facilities

- Clean all interior glass windows.
- Vacuum all air vents.
- Empty recycling bins. Leave all full bags by the front doors.

HHW Building (BuRRT) – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilet inside and out.

Caja del Rio Scale House – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

TWICE WEEKLY TASKS

BuRRT Scale House – Office and Restrooms Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

QUARTERLY TASKS

All Buildings/Facilities

Clean all exterior glass windows.

APPENDIX B

Fee Schedule

ITB No. 25109			
Santa Fe Solid Waste Management Agency Janitorial Services			
SERVICE LABOR RATE 5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays			
ITEM	DESCRIPTION	UNIT	PRICE ⁽¹⁾
1	Labor – Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings.	Per Month	\$5,480.00

(1) Excluding NMGRT.

ATTACHMENT 2

ITB No. 25109

**Janitorial Services
for the
Santa Fe Solid Waste Management Agency
(Without appendices)**

CITY OF SANTA FE
CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID

JANITORIAL SERVICES

ITB # 25019

**NIGP COMMODITY CODE:
91039**

DUE:

**September 17, 2024
2:00 PM Mountain Time**

ITB SCHEDULE

ITB # 25019

EVENT	DATE
Advertisement/Release Date	August 22, 2024
Pre-Bid Meeting & Site Visit	September 3, 2024 at 10 a.m. Mountain Time – In person Pre-Bid Meeting & Site Visit
Deadline to Submit Questions	September 12, 2024
Deadline to Respond to Written Questions and Any Addendum	September 14, 2024
Receipt of Bids	September 17, 2024, at 2:00 p.m. Mountain Time Bids are to be uploaded to the following link: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx
Recommendation of Award to Joint Powers Board	October 17, 2024

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

BID OPENING: Bid opening will be accomplished through a Microsoft Teams meeting as follows:

Date: Per ITB Schedule

Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)

Web Address: Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#) .

Link to copy into ITBs:

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

Meeting ID: 263 489 892 392

Passcode: Spy25c

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

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

No financial interest Yes financial interest

If yes specify by name: _____

BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 25019, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: _____

d/b/a (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Email Address: _____

Area Code + Phone Number: _____

NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone Number: _____

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

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:

Addenda/Amendment No. _____ Dated: _____ Addenda/Amendment No. _____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

Mailed, Faxed, and Emailed bids will not be accepted.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the bid, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. 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.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
 - a) The City Purchasing Office's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
 - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
 - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.

9. Method of Payment:

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

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

10. Payment Provisions: All payments under this Agreement are subject to the following provisions.

- a) Acceptance - In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b) Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the invoice date. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

11. Taxes: The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

12. Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

13. Price Adjustments: Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

14. Late Delivery: It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

15. Agency Furnished Property: Agency furnished property shall be returned to the Agency upon request in the same

condition as received except for ordinary wear, tear and modifications ordered hereunder.

16. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.
17. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
18. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The 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 billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
19. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
20. **Non-Collusion:** In signing this bid, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
21. **Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
22. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
23. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
24. **No additional terms and/or conditions will be accepted.**

INFORMATION FOR BIDDERS

1. ITB Access and Bid Submission

Solicitation packets are available in Bid Central through Vendor Self Service (VSS), see the link below to gain access.

VSS: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx>

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

To register, follow the VSS link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

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

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until 2:00 p.m. Mountain Time as per ITB Schedule. Bids are to be uploaded to the following link:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Procurement amendments are processed through Bid Central. If amendments (addenda) are processed before bids are submitted, ensure bids reflect the amendments; after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.

*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. Bid Central will kick you out if bid is not submitted in time.

2. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

3. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to: https://www.santafenm.gov/bid_tabulations.

4. Pre-Bid Meeting & Site Visit

An in-person non-mandatory pre-bid meeting will be held per the ITB Schedule at the Caja del Rio Landfill – Administration Building located at 149 Wildlife Way, Santa Fe, NM. The pre-bid meeting will provide information on significant aspects of the project and may address any potential bidder questions. A site visit will be conducted during this time to ensure that bidders are acquainted with the specific needs of the Agency.

5. Correction or Withdrawal of Bid

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to Purchasing_ITB@santafenm.gov. Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

6. Interpretations and Addenda

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

Every request for such interpretations should be submitted via email to Danita Boettner at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

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

Addenda may be obtained from Danita Boettner via email at dboettner@sfswwa.org or website <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>.

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

7. Laws and Regulations

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

8. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

9. Brand Name or Equal Specification

In accordance with NMSA 1978, Section 13-1-168, all brand names specified in this bid are not meant to be restrictive but used as descriptive or equal specification.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the

item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate “or equal” or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

10. Method of Award

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

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

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

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

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

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

11. Identical Bids

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

12. Contract Award

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

13. Rejection or Cancellation of Bid

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

14. Prohibit Bidding

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

15. Protest Deadline

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

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

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

16. Agency Rights

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

17. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

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

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

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

<https://www.santafecountynm.gov/livingwage>

19. Preferences

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

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

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

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

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

BIDDER SUBMITTAL CHECKLIST

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda issued in reference to this ITB.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**
- COPY OF STATE OF NEW MEXICO GROSS RECEIPTS TAX (BTIN) OR TAX IDENTIFICATION NUMBER OF RELEVANT STATE THE BIDDER RESIDES.**
- COPY OF NEW MEXICO RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN BUSINESS OR VETERANS' PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (NMSA 1978, Section 13-1-52).
13. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).
14. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
15. **Landfill:** means the Caja del Rio Landfill.
16. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
17. **Multi-Term Contract:** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
18. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.

19. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (NMSA 1978, Section 13-1-82).
20. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).
21. **Services:** means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
22. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
23. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

SCOPE OF WORK

1. Purpose

Establish a Services Agreement for Janitorial Services for the Santa Fe Solid Waste Management Agency (Agency) to properly maintain building and facilities located at both the Caja del Rio Landfill (Landfill), 149 Wildlife Way, Santa Fe, NM 87506 and the Buckman Road Recycling and Transfer Station (BuRRT), 2600 Buckman Road, Santa Fe, NM 87507.

2. Background and Summary

The Agency has six buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

This ITB seeks to establish a standing services agreement with a qualified vendor that affirms that they have the expertise and the appropriate resources to perform the janitorial services.

3. General Provisions

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following six buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices
- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms with lockers and showers
 - Parts room
 - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)
- Caja del Rio Scale House (Once a week on Monday)
 - Office area
 - Bathroom
- BuRRT Administration Building
 - The entire building with tiles, including the reception area and hallways
 - Three offices
 - Two bathrooms with lockers and showers
 - Kitchen
 - Conference room

- BuRRT Scale House (Twice a week on Sunday and Wednesday)
 - Office area
 - Two bathrooms

- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is a closure or a need by the Contractor for that work week.

No janitorial services will take place on the following observed holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 7:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency, the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale Houses at the Landfill and BuRRT facilities, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor's notes may be added for the Agency's review (Appendix A, Exhibit B – Daily Cleaning Checklist).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

A request by the Contractor for price adjustment is subject to approval by the Agency. Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

BID SHEET

ITB No. 25019

Santa Fe Solid Waste Management Agency

Janitorial Services

SERVICE LABOR RATE

5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays

ITEM	DESCRIPTION	UNIT	PRICE¹
1	Labor – Five days per week for three buildings; twice per week for one building, Once per week for two buildings.	Per Month	\$

¹Excluding NMGRT

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director
Date: February 12, 2025
Subject: Election of Chair and Vice Chair

ALK

Currently, Commissioner Bustamante is Chair and Councilor Lee Garcia is Vice Chair. Generally, the City and County members of the Board alternate the Chair and Vice Chair positions. The Chair and Vice Chair elected will serve the next one-year term, beginning March 20, 2025. The matter is before the Board for discussion and possible action.

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