

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

REQUEST FOR PROPOSALS (RFP)

**Composting Operation, Marketing and Sales
at the Caja del Rio Landfill**



RFP#
23/53/P

RFP Release Date: March 22, 2023

Proposal Due Date: April 11, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of composting operation, marketing and sales at the Caja del Rio Landfill.

B. BACKGROUND INFORMATION

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill located at 149 Wildlife Way, Santa Fe, New Mexico. The Agency operates the Landfill under the New Mexico Environmental Department (NMED) solid waste permit number SWB-0226357. The 20-year permit was issued on November 25, 2015, with an expiration date of November 25, 2035.

The Agency is a self-sustaining enterprise fund which relies solely on solid waste user fees and revenues from the sale of recyclable materials to fund its operations. Based on the results of a 2014 solid waste assessment and management study and subsequent research by the Agency, it was determined that a more cost-effective strategy for the Agency is to outsource the composting operation to a third party. Over the course of the last 8 years, the composting operation has been an asset to the Agency through a public-private partnership that manages the operation.

This facility is currently registered with NMED and included as part of the Caja del Rio Landfill Operating Permit.

The Agency collected approximately 6,200 tons of green waste in 2022, which includes, but is not limited to, cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials. However, the mulch may contain residues of paper, plastics and metal.

Since 2006 the Agency has been mulching green waste as part of its operations at the Buckman Road Recycling and Transfer Station (BuRRT). The Agency may add the following materials to the green waste mulching program in an effort to increase diversion:

- Stumps/Trunks
- Pallets
- Untreated Dimensional Lumber

C. SCOPE OF PROCUREMENT

The Agency envisions the following goals that will result from this RFP:

- Enable the Caja del Rio Landfill’s compost facility to be utilized to its fullest extent and capacity by accepting, processing, and marketing quantities of compost, mulch and soil amendment materials.
- Run a comprehensive composting operation in full compliance with all environmental and composting regulations.
- Create a practical and sustainable marketing and sales program for all the finished products.
- Expand and accept additional recovered materials such as food waste, pallets, and dimensional lumber as an effort to divert more materials from the landfill.

The resulting contract will be a single award.

The term of the contract shall be for ten (10) years. The Agreement may not exceed a total of ten (10) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

This procurement will result in a Services Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law.

D. PROCUREMENT MANAGER

Santa Fe Solid Waste Management Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and e-mail address are listed below:

Name: Danita Boettner, Procurement Manager

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: dboettner@sfswma.org

Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other Agency employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing_RFP@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means the Santa Fe Solid Waste Management Agency.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
5. “**Business Office Hours**” means 8:00 AM thru 5:00 PM MST/MDT, Monday through Friday, whichever is in effect on the date given.
6. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
7. “**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.
8. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
9. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
10. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost/Revenue response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
11. “**Contract/Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.

12. “**Contractor**” means any business having a contract with the Agency.
13. “**County**” means Santa Fe County, New Mexico.
14. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
15. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
16. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
17. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
18. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
19. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
20. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
21. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
22. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
23. “**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.
24. “**Landfill**” means the Caja del Rio Landfill.
25. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

26. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. “**Multi-Term Contract**” means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
28. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
29. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
30. “**Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, a municipality, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
31. “**Procurement Manager**” means any person or designee authorized by the Agency to facilitate the procurement and or administer the contract(s) .
32. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
33. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
34. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
35. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
36. “**Services**” means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).v
37. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

38. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
39. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
40. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
<https://santafenm.gov/finance-2/purchasing-1/solicitations>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	
1. Issue RFP	Central Purchasing Office	March 22, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	March 29, 2023
3. Pre-Proposal Conference	Agency	March 29, 2023
4. Deadline to submit Written Questions	Potential Offerors	April 5, 2023
5. Response to Written Questions	Procurement Manager	April 7, 2023
6. Submission of Proposal	Potential Offerors	April 11, 2023
7.* Proposal Evaluation	Evaluation Committee	April 18, 2023
8.* Selection of Finalist(s)	Evaluation Committee	April 25, 2023
10.* Virtual Conference Interview(s)	Finalist Offerors	May 1, 2023
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	May 12, 2023
12.* Contract Awards	Joint Powers Board/Agency	May 18, 2023
13.* Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the Agency on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager at dboettner@sfswwa.org, to have their organization placed on the procurement Distribution List. The form must be returned by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am MST/MDT via Webex.

Join from the meeting link

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=mc897c9373b9934d012d10f2bca457672>

Join by meeting number

Meeting number (access code): 2553 149 9118

Meeting password: MEEkqJe336 (63735753 from phones and video systems)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

A pre-proposal site visit will be held on March 29, 2023. Offerors must schedule a time for the site visit with the Procurement Manager at dboettner@sfswwa.org. Please include the RFP number and Offeror name in the subject line of the email and include the RFP number, title and Offeror's representative name for the site visit, including telephone and email address in the body of the email.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing_RFP@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Agency signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Video Conferencing Interviews, if any, will be determined at this time. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores

in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Approach, Section IV.B.3 Capacity and Capability, Section IV.B.4 Financial Stability, IV.B.5 Past Record of Performance, Section IV.B.6 Proximity to or Familiarity with the Agency, Section IV.B.7 Safety & Regulatory Compliance, Section IV.B.8 Innovativeness, and Section IV.C.3 Cost/Revenue Proposal. The Agency reserves the right to change the number of Finalist Offerors interviewed.

9. Video Conferencing Interviews

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct a video conference interview at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Webex, GoToMeeting, Zoom, etc). The Procurement Manager will provide Finalist Offerors with applicable details. Whether or not a video conference will be held is at the discretion of the Evaluation Committee.

10. Finalize Contractual Agreements

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

11. Contract Awards

Upon finalization of the contractual agreement, the Agency will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Joint Powers Board approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Agency or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

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

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Agency and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX F) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement

and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Agency. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF**

THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

- a) Identify the submitting business entity (its Name, Mailing Address and Phone Number);
- b) Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
- c) Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
- d) Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
- e) Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- a) Any prospective Contractor and any of its Principals who enters into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

- iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c) The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief

Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

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

The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.

Santa Fe's Living Wage

Pursuant to the City of Santa Fe Living Wage ordinance, Section 28-1 SFCC 1987, Effective March 1, 2023, all workers within the City of Santa Fe shall be paid a Living Wage of \$14.03 per hour (APPENDIX E). The City's Living Wage ordinance does not set a minimum wage for tipped workers.

Santa Fe County's [Living Wage Ordinance](#) was adopted to establish minimum hourly wages.

Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.

The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Santa Fe County limits.

Effective Date: Saturday, April 26, 2014

Affected Area: For businesses located throughout Santa Fe County, outside of the incorporated boundaries of the City of Santa Fe, City of Española and the Town of Edgewood.

Affected Businesses and Other Employers:

- Businesses required by Santa Fe County to have a business license.
- Santa Fe County government
- Contractors that enter into a contract after April 26, 2014, with Santa Fe County government for services, including construction services.
- Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County.

Applies to: All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment agency.

The City of Santa Fe and Santa Fe County Living Wage increased to \$14.03 on March 1, 2023, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year.

Base Wage for Tipped Employees: \$4.21 per hour as of March 1, 2023.

32. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

a) **New Mexico Resident Business Preference / Native American Resident Preference**

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

b) **New Mexico/Native American Resident Veteran Preference**

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost/Revenue) as outlined below. ***EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.***

Proposals must be submitted in the manner outlined below. Technical and Cost/Revenue portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost/Revenue Proposal,” on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.** The Technical Proposals **SHALL NOT** contain any cost/revenue information.
- i. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.10 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.39) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.32) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
- b) **Cost/Revenue Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost/Revenue Proposal. All information for the cost/revenue proposal **must be combined into a single file/document for uploading**. **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.**

The ELECTRONIC proposal submission must be fully submitted to: purchasing.RFP@santafenm.gov by the submission deadline in Section II.B.6. Submission of Proposal cannot be password protected and **must be a PDF format**. *The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully 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 PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST/REVENUE INFORMATION IN THE TECHNICAL PROPOSAL.

- a) Signed Letter of Transmittal
- b) Signed Campaign Contribution Form
- c) Table of Contents
- d) Proposal Summary (Optional)
- e) Response to Contract Terms and Conditions (from Section II.C.15)
- f) Offeror's Additional Terms and Conditions (from Section II.C.16)
- g) Response to Specifications (**except Cost/Revenue information which shall be included ONLY in Cost/Revenue Proposal**)
 - i. Organizational Experience
 - ii. Approach
 - iii. Capacity and Capability
 - iv. Financial Stability – (Financial information considered confidential, as defined in Section I.F.10. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
 - v. Past Record of Performance
 - vi. Proximity to or Familiarity with the Agency
 - vii. Safety and Regulatory Compliance
 - viii. Innovativeness
 - ix. New Mexico/Native American/Local Resident Preferences (if applicable)
- h) Other Supporting Material (if applicable)

Cost/Revenue Proposal:

- a) Completed Cost/Revenue Response Form (APPENDIX C), including any discussion of proposed costs/revenues.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs/revenues, rates or expenses must occur ONLY in the Cost/Revenue Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST/REVENUE INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

1. Objective

The Agency is in need of a composting operation that will include a marketing/sales plan that will convert waste material into a valued material through composting of green waste, manure, and other suitable organic materials (e.g., food waste, pallets, dimensional lumber, etc.).

The Agency collected approximately 6,200 tons (approximately 41,000 cubic yards) of green waste in 2022. The Agency grinds green waste into mulch at the Buckman Road Recycling and Transfer Station (BuRRT). If all of the green waste is mulched at the density of 600 pounds per cubic yard, then there should be approximately 21,000 cubic yards of mulch in a given year. The Agency sold approximately 12,500 cubic yards of mulch in 2022 to customers on a first come, first serve basis (e.g., the City of Santa Fe Wastewater Treatment Plant, Reunity Resources, Santa Fe residents, etc.).

The items in this scope of work are not intended to be all-inclusive or to be interpreted as the final scope of work, as much of this information is based upon the Agency's current operation. The Agency is open to alternatives as discussed below. The subject items are intended as a guideline for the Offeror and to provide a general format for their responses. The final scope of work will be based on the proposal and established during contract negotiations with the selected Offeror. A thorough site familiarization by Offerors will be essential in preparation of their responses to this RFP. Efforts in this regard will be a required part of RFP responses.

- Contract finalization
- Contract administration
- Permitting – composting, air quality, stormwater
- Other site requirements (e.g., traffic, noise, dust)
- Safety compliance - OSHA, etc.
- Copies of all correspondence
- Site preparation – utilities, storm water containment
- Haul roads – all weather – routes to be sited and approved by the Agency
- Optional – water supply points and retention basins for processing use
- Processing equipment mobilization – all hauling permits, if required
- Start-up – trial operation
- Initial testing of compost material
- Composting operation
- QA/QC program
- Material marketing and sales
- Reporting – daily safety meetings and accident report, NOV's and mitigation actions:
 - o Transportation
 - o Daily production logs
 - o Scale receipts
 - o Pricing schedules (list all products sold)
 - o Record of sales (industry or county usage)

- o Environmental reporting (recording weather station data download)
- o Air
- o Stormwater

The Contractor will be responsible for composting the remaining mulch not sold to customers. The quantity of mulch varies from year to year. Although there is no minimum guarantee of mulch available for composting, the Agency anticipates between 5,000 and 10,000 cubic yards of mulch to be available to the Contractor annually. In the event the Agency has no mulch available, the Contractor may supplement the composting operation with other materials upon approval with the Agency. All finished compost/mulch/soil amendment products are property of the Agency until the Contractor sells the products when it leaves the Landfill via the scales.

The composting operation should be:

- Cost effective;
- Time efficient;
- Environmentally responsible - including being responsible for all regulatory liability related to the composting operation;
- Cognizant of limiting impacts related to noise, air-quality and traffic;
- Cognizant of the Agency's need to limit its cost to the lowest practical extent.

2. Site Details

The Agency currently operates a compost facility of approximately 18 acres of which approximately 12 acres is used for active composting activities and 6 acres for curing and equipment storage. The compost facility is located in the far northeast corner of the landfill and immediately north of the maintenance building.

There are currently several windrows of mulch at the Compost Area. These windrows are available for use by the Contractor if the Contractor deems the mulch acceptable for their use. If the Contractor does not use the mulch, it will continue to be stored at the Compost Area for a period not to exceed 24 months.

All materials are stored in windrows, rather than stockpiles. In general windrow dimensions will be a maximum of 12 feet in height, 20 feet in width at the base, and 1,000 feet in length. The distance between windrows will vary depending upon the stage of the composting process. Spacing will be approximately 15 to 20 feet initially, with decreasing spacing as maturity increases and the need for access diminishes. Windrows in the curing stage may be lined up with no space between. The maximum number of 1,000 foot long windrows will be 25. If windrow length is less than 1,000 feet, proportionately more windrows will be allowed.

The anticipated volume of traffic may average up to twelve vehicles per day. This is an estimate and the actual number may vary. Eighteen acres is adequate space for the anticipated volume of traffic.

The Agency owns a trommel screen with approximately 880 machine hours of use. It is available to the successful Contractor provided the Contractor agrees to maintain and repair the machine

during the use of the machine. The terms associated with rental of this equipment will be negotiated at time of award.

The Agency owns a 5,000-gallon CAT 621 water wagon with approximately 8,300 machine hours of use. It is available to the successful Contractor provided the Contractor agrees to maintain and repair the machine during the use of the machine. The terms associated with rental of this equipment will be negotiated at time of award.

The Agency emphasizes to all Offerors that the site is first and foremost an operating landfill and that proposed composting operation will not have precedence over on-going landfill operations. Prevention of traffic congestion will be of primary concern. All Offerors are hereby informed that some existing infrastructure (i.e., roads, scales, utilities etc.) may not be available for their use on a predictable basis. It is preferred that a self-contained operation be proposed; however, there may be some facilities and equipment that may be made available at the site other than what has been described. These items may be discussed during negotiations and incorporated within the Agreement, upon mutual approval between the Agency and Contractor.

The Agency will act as scale master for all loads of incoming materials delivered and outgoing finished products removed from the Landfill. As such, the Agency retains the right to enforce weight limits in compliance with the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. The Agency's scale house will also serve as the scale of record to determine the weight of finished products removed from the Landfill and subsequent royalty payments potentially due to the Agency. An indirect cost (e.g., shared cost for maintenance, repair, calibration) may be incorporated into the service agreement for the use of the scales should quantities warrant. The Agency can provide "double prints" of the tickets for the Contractor to use for billing purposes. All monetary transactions will be handled directly with the Contractor.

3. Compliance with Existing Permits and Plans

The Contractor will be required to operate under the current Caja del Rio Landfill Operating Permit (Permit). Any changes to the Permit (e.g., revised Composting Operations Plan) will be the sole responsibility of the Contractor. Any changes shall be coordinated and approved by the Agency, submitted and approved by the NMED Solid Waste Bureau and will become a part of the Caja del Rio Landfill Operating Permit, prior to implementation by the Contractor.

The compost facility, as with any permitted or registered facility in New Mexico, is under the inspection purview of the NMED Solid Waste Bureau. In the event of a Notice of Violation (NOV) it will be the responsibility of the Contractor to address and correct any concerns indicated by the regulatory agency. If these issues are not corrected in a timely manner and within any timeline indicated by the NOV, the Agency has the right to terminate the contract with the Contractor for the use and operation of the composting facility.

The Agency operates under a Stormwater Pollution Prevention Plan (SWPPP) for the Landfill. The Contractor will comply with the current SWPPP. In the event the Contractor introduces a new discharge not covered under the current SWPPP the Contractor will be responsible for filing a new Notice of Intent (NOI) and submitting a new SWPPP for the operation of the compost facility prior to implementing the new discharge.

The Agency operates under a Title V air quality operating permit with Environmental Protection Agency (EPA). The Contractor will operate machinery in compliance with the approved operating permit.

The Contractor will provide the Agency with information on an NMED approved closure plan for the composting operation, an estimate of the financial assurance to cover the costs of a third party performing the closure and the means to cover the costs to be updated annually for Closure and Post-Closure Cost updates approved by the JPB and submitted annually to NMED Solid Waste Bureau.

The Contractor will be responsible for following the New Mexico Department of Agriculture (NMDA) requirements regarding the sale of a soil amendment, such as compost.

The Contractor will be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), NMDA, or other regulatory agencies as they relate to the composting operation.

4. Compliance with FMCSA & NMDOT Rules

The Contractor will be required to comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Particular attention to the rules and regulations related to maximum vehicle weights will be required as no loaded vehicles will be permitted to leave Agency property in excess of these limits.

5. Additional information

The Landfill's operating hours are Monday through Saturday, 7:00 a.m. to 5:00 p.m. The Contractor will perform the composting operation during the stated operational hours. Contractor may request to operate outside of these hours with prior written authorization by the Agency. The average vehicle count at the Landfill Monday through Friday is approximately 135 vehicles per day. The average vehicle count on Saturdays is approximately 25 vehicles. The Contractor will provide a plan for handling small vehicle traffic at the Landfill for approval by the Agency to ensure compliance with the current operating plan.

The Contractor will be present during scheduled hours and will inspect loads of compostable materials as they are unloaded. If the Contractor notices large quantities of MSW or other unauthorized composting material, the Contractor will contact Scale Master to inform them that the load is unacceptable and direct the hauler to either the Scale House or the MSW tipping area, as appropriate. If the Contractor observes minor amounts of MSW, the Contractor will be required remove the contamination and the hauler and/or generator will need to be notified, as appropriate.

Personnel who work with or at the Compost Area shall wear Level D PPE consisting of:

- Long-legged work pants
- Work shirts

- Steel-toed boots
- Hard hats
- Safety glasses
- Reflective vests
- Leather gloves

Additional PPE that may be used, depending upon circumstances, includes:

- Hearing protection
- Heavy duty work coveralls
- Tyvek (or similar) coveralls
- Goggles
- Latex (or similar) gloves
- N-95 particulate respirator (dust mask)
- Half-mask air purifying respirator

There is no potable water on site at the Landfill. Currently, the Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. If reclaimed wastewater is not available on site for the Contractor, then the Contractor will be responsible for transporting reclaimed wastewater or potable water to the compost facility for operation or dust control. The Contractor will be responsible for the cost of reclaimed water used for the composting operation from the Agency's reclaimed wastewater pond at the Landfill, when available.

Feedstocks will be mixed in the following approximate proportions:

- 1/6 to 1/3 food wastes
- 1/3 to 2/3 stable bedding/horse manure
- 1/6 to 1/3 wood chips/mulch

The Contractor may alter these proportions depending upon the markets and operational needs to ensure active composting.

The compost material will, at a minimum, be tested for heat production, pH, moisture content, and other physical signs of active composting.

The Agency will require that the Contractor have a certified compost operator onsite at all times. Should certification(s) lapse and the Agency take over operation, the Agency will be duly compensated as part of the financial assurance (e.g., insurance) provided by the Contractor.

The Contractor will provide the data necessary for the NMED annual report due in February each year. In addition, the Contractor will provide a quarterly status report to the Agency that will

include information on the material coming into the facility and leaving, identify any known compliance issues, and associated mitigating measures necessary for facility compliance, etc. The details of this report will be agreed upon between both the Contractor and the Agency.

Compost will be produced at a rate that matches market demand and will not remain at the composting facility for longer than one year. Marketing and sales are the sole responsibility of the Contractor.

The composting operation will be operated in accordance with the Caja del Rio's Operating Permit and the nuisance abatement measures taken during normal operation.

The Contractor is responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans.

- Flies will be controlled by covering fresh wet wastes and active windrows with mulch and by utilizing bottle-type fly traps, as appropriate.
- Rodent levels will be monitored by utilizing traps at various locations in the Compost Area. Traps will be checked weekly. Options, such as poisons or additional traps, will be used if a significant problem is encountered.
- Birds will be discouraged by immediately covering food wastes and windrows with mulch. Other controls will be considered if birds continue to be a problem. Use of shade tarps can be employed as a means of restricting bird activity on newly constructed compost windrows.
- Additionally, all food residuals will be collected daily. Food scraps may be covered with mulch until the end of the day. Food scraps will be mixed with other feedstocks and added to a windrow by the end of the day.

Odors will also be controlled throughout the composting process, no matter the type of material being composted (e.g., green waste, manure, food waste, etc.).

- In general, green waste does not generate offensive odors. If the green waste does generate offensive odors, it will be covered with a layer of mulch or compost to absorb the odors.
- Manure will be used as nitrogen feedstock; sludge will not be used. In general, fresh-bedded manure does not generate offensive odors. If the manure does generate offensive odors it will be covered with a layer of mulch or compost to absorb the odors.
- Food wastes will be covered with mulch immediately. Mixing and incorporation of these materials will be completed by the end of daily operations.
- The composting method will be aerobic, which generally does not generate offensive odors. Windrows will be turned as needed to enhance aerobic conditions. Windrows will be covered with a layer of mulch after the initial construction, then again after the first turning. Thereafter, will only be covered if necessary to control odors.
- Turning will be avoided during periods when winds are blowing toward nearby residential areas.

The risks of fires caused by spontaneous combustion during the composting process will be minimized by monitoring moisture, temperature and pile size. Contractor will be responsible for any costs related to fire mitigation and providing a fire safety plan to the Agency. Temperatures will be monitored weekly with a probe thermometer at six points along each windrow. At each

monitoring point, two readings will be recorded, one each at 12” and at 48” above ground surface. Windrows failing to heat sufficiently (110° to 150° F) will be reconstructed to adjust levels of moisture or nitrogen, depending on circumstances. Windrows that show temperatures above 150° will be watered with a sprinkler and monitored for a decrease in temperature. If high temperatures persist, the windrow will be reconstructed and watered, as necessary, to decrease the temperature.

The Agency employs a security company to patrol the Landfill during closed hours to prevent trespassing, destruction of property, and to monitor the premises for unusual activity (e.g., fires).

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Provide a detailed description of experience with similar composting operations with city or state government and private sector that demonstrates competence to successfully perform the scope of services. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe the composting operation using the different types of material, including food waste material. Details of the marketing and sales of the finished product must be included as well as the ability to comply with the Agency and NMED reporting requirements. All composting operations provided to private sector will also be considered;

2. Approach

Describe the Offeror’s approach and strategy to achieve finished compost/mulch materials in a timely manner and to marketing and sales. Provide timelines using milestones that include permitting, mobilization, start-up, composting operation, marketing and sales.

3. Capacity and Capability

Provide information that demonstrates the capacity and capability to provide sufficient resources and equipment to perform the services in the Scope of Work.

4. Financial Stability

Describe the Offeror’s financial capacity to mobilize and maintain the resources, staffing and equipment needed to fulfill the services outlined in this RFP.

5. Past Record of Performance

Provide a minimum of one composting operation where the Offeror provided services similar to this RFP, listing the project title, owner point of contact, and telephone number. Offeror also should indicate if programs have changed since the initiation of the contract and in what ways the current program differs.

6. Proximity to or Familiarity with the Agency

Demonstrate the Offeror’s familiarity with the Agency, the Caja del Rio Landfill and the related site condition of the composting facility and describe any issues or problems that may arise that could affect the work.

7. Safety and Regulatory Compliance

Demonstrate three (3) years of the Offeror's compliance history with relevant regulatory authorities. Describe any past violations and the Offeror's ability to take corrective measures. Describe Offeror's workplace health and safety programs and protocols.

8. Innovativeness

Describe in detail the innovativeness relevant to providing for the Offeror's ability to limit impacts related to odor, vectors, fire, views and traffic.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost/Revenue Proposal

Offerors must complete the Cost/Revenue Response Form in APPENDIX C. Cost/Revenue will be measured by the total cost/revenue per ton proposed. All costs/revenues listed on APPENDIX C must be justified and evidence of need documented in the proposal.

4. New Mexico/Native American/Local Resident Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department and any available documentation from Santa Fe County for Local Preference, as applicable.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with weighting and point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. The evaluation points scored will be totaled to determine the Finalist Offeror(s). Interviews may be conducted with the Finalist Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Finalist Offeror.

Table 1: Evaluation Point Summary

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Weighted Factors	Points Available
B. Technical Specifications		
B. 1. Organizational Experience	15%	150
B. 2. Approach	15%	150
B. 3. Capacity and Capability	10%	100
B.4. Financial Stability	10%	100
B.5. Past Record of Performance	10%	100
B.6. Proximity to or Familiarity with the Agency	5%	50
B.7. Safety and Regulatory Compliance	5%	50
B.8. Innovativeness	10%	100
C. Business Specifications		
C.1. Letter of Transmittal	-	Pass/Fail
C.2. Campaign Contribution Disclosure Form	-	Pass/Fail
C.3. Cost/Revenue	20%	200
TOTAL POINTS AVAILABLE		1,000
C.4. New Mexico / Native American Resident Preference Points per Section IV.C.4	-	80
C.4. New Mexico / Native American Resident Veteran Preference Points per Section IV.C.4	-	100
C.4. Local Preference per Section IV.C.4	-	50

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and

well-thought-out response to the composting operation, marketing and sales and the reporting requirements.

2. B.2 Approach (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's approach and strategy to achieve the finished product in a timely manner and the approach and strategy for marketing and sales. In addition, points will be awarded based on the Offeror's response to milestones, permitting, mobilization and start-up.

3. B.3 Capacity and Capability (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's resources and equipment needed to perform the services.

4. B.4 Financial Stability (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the financial capacity to mobilize and maintain the resources, staffing and equipment needed to fulfill the services.

5. B.5 Past Record of Performance (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's candid and well-thought-out response to one similar composting operation listing the project title, owner point of contact, telephone number and any changes in current programs.

6. B.6 Proximity to or Familiarity with the Agency (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's knowledge of the Agency and Caja del Rio Landfill; and of any issues or problems that may arise.

7. B.7 Safety and Regulatory Compliance (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's 3 years of compliance history with regulatory authorities. In addition, points will be awarded based on Offeror's candid and well-thought-out response to any past violations and the Offeror's ability to correct the violations, as well as the Offeror's workplace health and safety programs and protocols.

8. B.8 Innovativeness (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the Innovativeness of the Offeror's ability to limit odor, vectors, fire, views and traffic.

9. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

10. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to the Virtual Conference Interviews, Agency will provide the Offeror a presentation agenda.

11. C.3 Cost/Revenue (See Table 1)

The evaluation of each Offeror’s cost/Revenue proposal will be conducted using the following formula

$$\frac{\text{Lowest Responsive Offeror’s Cost/Revenue}}{\text{Each Offeror’s Cost/Revenue}} \times \text{Available Award Points}$$

12. C.4. New Mexico/Native American Resident Preferences (See Table 1)

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

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

B. New Mexico/Native American Resident Veteran Preference

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

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

C. EVALUATION PROCESS

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

COMPOSTING OPERATION, MARKETING AND SALES
AT THE CAJA DEL RIO LANDFILL
RFP 23/53/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm on March 28, 2023. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Procurement Manager

E-mail: dboettner@sfswwma.org

Subject Line:

Composting Operation, Marketing and Sales at the Caja del Rio Landfill, RFP 23/53/P

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Board Members of the Santa Fe Solid Waste Management Agency’s Joint Powers Board - Santa Fe City Councilors Michael Garcia and Chris Rivera; Santa Fe County Commissioners Anna Hansen, Camilla Bustamante, Justin S. Greene, and Hank Hughes.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
COST/REVENUE RESPONSE FORM

APPENDIX C COST/REVENUE RESPONSE FORM

Describe in detail the Offeror's approach to providing the maximum financial benefit to the Agency, including, but not limited to, costs associated with the program, royalty payments and other financial benefits to the Agency and its customers. All amounts provided must take into account all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments).

Use a table similar to the one below to itemize costs to the Agency on a per ton basis for the sale of mulch and finished compost products as weighed across the scales located at the Caja del Rio Landfill.

Description	Type	Quantity	Cost per Ton
Total (Year 1):			

-OR-

Enter the dollar amount revenue on a per ton basis as weighed across the scales at the Caja del Rio Landfill.

Year 1: \$ _____ Revenue per Ton paid to Agency.

The Agency and Contractor will review and potentially renegotiate revenue to the Agency on an annual or as needed basis based upon a mutually agreed upon price index or other documented evaluations associated with the sale of mulch and compost products.

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D

Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 23/53/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the Agency, City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E
LIVING WAGE ORDINANCE



**PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE,
SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2023, ALL WORKERS
WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF**

\$14.03 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

APPENDIX F
DRAFT CONTRACT

The Agreement included in this Appendix F represents the services agreement the Agency intends to use to make awards. The Agency reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH CONTRACTOR
(Composting Operation, Marketing and Sales at the Caja del Rio Landfill - 2023)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and _____ (“Contractor”) to operate the Composting Facility at the Caja del Rio Landfill and to market the mulch and finished compost products for sale to prospective buyers (RFP No. 23/53/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall compost green waste provided by the Agency, and other suitable materials (e.g., food waste, manure, wood products) at the Composting Facility located at the Caja del Rio Landfill. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents; to comply with all federal, state, and local laws and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and to market and sell finished compost and other products pursuant to the schedule set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Contractor shall pay to the Agency \$XX.XX per ton from the sale of mulch and finished compost products as weighed across the scales located at the Caja del Rio Landfill on a monthly basis.

B. Contractor shall pay the Agency for reclaimed wastewater used by Contractor at the Landfill at fifty (50) percent of the rate for potable water as set forth in the City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule (Chapter XXV SFCC 1987), plus administrative costs and applicable state taxes.

C. Contractor shall pay the Agency for the use of a trommel screen machine that is owned by the Agency at the rate of \$XX.XX per year.

D. Contractor shall pay the Agency for the use of a 5,000-gallon water wagon that is owned by the Agency at the rate of \$XX.XX per year.

E. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on any value received by Contractor under this Agreement.

F. Compensation shall be paid in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

G. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

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. Compensation shall be paid for all activities performed up to

the date of notification under this Article and 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 shall be for a term of ten (10) years, terminating on May 18, 2033, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ninety (90) days written notice to Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to make substantial progress towards the operation, marketing and sale of the mulch and finished compost products or Contractor's failure to correct a violation within the time frame stated by the regulatory agency. The Agency's determination that substantial progress is not being made shall be final and not subject to dispute or correction by 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.

(2) Full payment shall be made for all material transferred, for all reclaimed water used and for any other expenses due from the Contractor before the date of termination, in accordance with Article 3 of this Agreement.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any costs associated with Contractor's default. Contractor shall not be liable for any costs if failure to perform is due to causes beyond its control and not the fault of Contractor's conduct 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 default or delay in performance. 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 its performance obligations. 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.

C. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than one hundred twenty (120) days written notice to Agency.

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

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

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

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to

any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. 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 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 shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency’s request provided to Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor’s liabilities, including but not limited to Contractor’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, Contractor shall not modify any policy or endorsement thereto which increases Agency’s exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (Other than Products/Completed Operation)	\$2,000,000
Products/Completed Operation Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

(4) Environmental Impairment Liability. For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, an Environmental Impairment Liability policy. Such policy shall provide a limit of not less than \$1,000,000 per loss claim.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance

certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” In the event Contractors’ insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. Contractor agrees that for the time period defined above, there will be no changes or

endorsements to the policy that increase the Agency's exposure to loss.

I. The Agency reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

J. Contractor may obtain additional insurance not required by this Agreement.

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 commenced in the First Judicial District Court., 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 Work 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

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR:

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

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

and kick-backs.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Chairperson

Date

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date

EXHIBIT A

Scope of Work

(To be determined based upon negotiations)