

**REQUEST FOR PROPOSALS
RFP No. 2019-002**

**SOLID WASTE COLLECTION AND DISPOSAL SERVICES
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo's is soliciting proposals from qualified firms to provide Solid Waste Collection and Disposal Services for both residential and City owned facility locations.

The work contemplated under this RFP shall consist of providing residential and City-owned facility solid waste collection and disposal services within the City, including all supervision, materials, equipment, labor, transportation, and other items necessary to complete the work in accordance with the RFP documents.

B. Project Description/Scope of Work

This RFP has two Alternative for the Scope of work. Attached are Alternative "A" and Alternative "B"

C. CHIEF PROCUREMENT OFFICER

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer
Address: Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310
Telephone: (575) 439-4116
Fax: (575) 439-4117
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department
Attn: Barbara Pyeatt, CPO
Reference: RFP 2019-002 Solid Waste Collection and Disposal Services
Address: 2600 N Florida Ave.
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.

II. Conditions Governing the Procurement

This section of the RFP contains the schedule, description and conditions governing the procurement

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, oral presentation will not apply:

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	June 16, 2019
Deadline to submit Written Questions	Potential Offerors	July 26, 2019
Addenda if necessary	City of Alamogordo	July 29, 2019
Submission Proposals	Potential Offerors	August 5, 2019
Proposal Evaluation	Evaluation Committee	August 9, 2019
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	August 27, 2019

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

1. Issuance of RFP

This RFP is being issued on behalf of the Administration for City of Alamogordo.

2. **Distribution List Response Due**

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT 4, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential organization name shall not appear on the distribution list.

3. **Pre-Proposal Conference**

A pre-proposal conference will not be held for this project.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

5. **Response to Written Questions**

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal. A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see 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 must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2019-002 SOLID WASTE COLLECTION AND DISPOSAL SERVICES. Proposals submitted by facsimile, or other electronic means, will not be accepted.

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. 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 Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

8. Proposal Evaluation

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer 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.

9. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

10. Contract Awards

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

11. Protest Deadline

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall

begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt
Title: Chief Procurement Officer
Address 2600 N. Florida Ave.
Alamogordo, NM 88310
Fax Number: 575-439-4117
E-mail: bpyeatt@ci.alamogordo.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

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. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Offerors

Since the award is made on a quality-based evaluation process, replacement of offerors after award of and prior to the contract execution may cause the Offeror to be disqualified.

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 personnel will not merge, collate, or assemble proposal materials.

6. Offerors 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 Chief Procurement Officer and signed by the Offerors 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. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, City of Alamogordo shall examine the Offerors 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 confidential data.

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

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

10. Sufficient Appropriation

Any agreement or 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 offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final. The budget for the Advertising and Marketing Services is contingent upon sufficient funds available. Lodgers Tax comprises the primary funding source and as such is utilized based on definitions provided under the Lodger's Tax Act, Section 3-28-15 NMSA 1978. Services are performed by independent contractors, but must be expended in accordance with all applicable statutes and regulations.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

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

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors 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 City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection 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 Selection 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 Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer 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 Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives are not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner 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 Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Alamogordo.

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission.

The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. 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).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment 3) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

The City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein.

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

32. Insurance

Public Liability and Automobile Liability Insurance

General Liability: Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:
 - a. Coverage for liability arising out of the operation of independent Contractors.
 - b. Completed Operations Coverage.
 - c. Attachment of the Broad Form Comprehensive General Liability Endorsement.
2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$500,000 each person

\$1,000,000 each occurrence

Property Damage Liability:
\$1,000,000 each occurrence

Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

Owners' Protective Liability Insurance

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability:
\$500,000 each occurrence

Property Damage Liability:
\$100,000 each occurrence

Property Damage and Bodily Injury Combined:
\$1,000,000 aggregate

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

PROPOSAL FORMAT

1. Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **TWENTY FIVE (25)** pages of 8.5"by 11" paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran's Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm's name (not included in page limit).

- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
 2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall complete Attachment 5 – Resident Veterans Preference Certification Form and submit with each copy of the proposal (not included in page count).
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment 3 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked **“RFP 2019-002 Solid Waste Collection and Disposal Services”** on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

IV. EVALUATION

A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

1. **Technical Competence** **(25 points)**

Firm and personnel's experience in providing similar information and services relative to the requirements described in Alternative "A" and Alternative "B" Scope of work.
2. **Capacity and Capability** **(20 points)**

Firm's capacity and capability to provide the information and services in a timely manner.
3. **Past Record of Performance** **(10 points)**

Firm's past performance on similar project assignments. As part of their response, firms should provide a list of four references with names and phone numbers.
4. **Approach to Providing the Services** **(10 points)**

Firm should describe their approach to providing and managing the anticipated services.

5. **Personnel Qualifications** (10 points)

The key personnel who will be assigned to the project should be identified and summaries of their experience given.

6. **Pricing** (25 points)

Provide Cost Schedule for Alternative "A" and Alternative "B" Scope of Work.

The evaluation of each Offeror's Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 25 = \text{Awarded Points}$$

TOTAL AVAILABLE POINTS = 100

Additional Preference Award Points Available per #1, #2 or #3 below

An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.

1. Resident Veterans Preference Certification, Attachment 5 (Certificate Required)

Available Points = 7, 8 or 10 Percent of total Points

Complete the Resident Veterans Preference Certification Form in Attachment 5, if applicable.

2. New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Resident Business Certificate.

3. Local Business Preference

Points will be awarded based upon offerors ability to provide proof of Local Business Residence.

Available Points = 10 Percent of total Points

B. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Area Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest-ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its proposal a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of scoring points, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a proposal submitted by a resident veteran's business. For information on obtaining a Resident Veterans Preference Certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative

SCOPE OF WORK

ALTERNATIVE "A"

Residential, Commercial, and City-Owned:

- a) Contractor shall provide or curbside collection service for the collection of residential refuse to each residential unit two (2) times per week no closer than three (3) days apart, to include existing in-ground containers as well as handicapped residents. Waste shall be prepared and situated for collection by the account holder by 6:30 a.m. on the designated collection day. Estimated quantities for residential services and dumpsters at City-owned facilities are itemized in attached Price Proposal.
- b) Contractor will collect within any two (2) week period at no additional cost, Bulky Waste, White Goods, and Rubbish not suitable for placement in normal collection containers, if such waste is placed at the street curb; all loose material and yard waste is bagged in plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top, with such bags securely tied at the top for collection, having a capacity not to exceed 30 gallons and a total weight not to exceed 35 lbs; and limbs and garden trimmings shall be cut in lengths not to exceed four feet and shall be tied in bundles not exceeding 35 lbs. in weight. Bulky Waste, White Goods, and Rubbish shall be prepared and situated for collection by the account holder by 6:30 a.m. on the designated collection day. Contractor shall be responsible to ensure that all Bulky Waste, White Goods, and Rubbish placed as required herein shall be picked up no later than 7:00 p.m. on the designated collection day or the day agreed upon between the contractor and the customer. Contractor shall not be required to make pickups under this section at a single location more frequently than once in a two (2) week period.
- c) Contractor shall provide collection services for City-sponsored special event programs at least four (4) times per year yearly as required by the City of Alamogordo. Services shall include the placement of up to six (6) dumpsters of a size specified by the City, placed in accordance with the requirements of the City of Alamogordo for the City-sponsored event. Contractor shall be responsible for emptying the dumpsters should they need to be emptied during the term of the sponsored event to maintain a continuing location for placement of refuse.
- d) Contractor may provide for the special collection of dead animals, construction debris, and household hazardous waste at residential accounts at its sole discretion and upon terms, as Contractor shall specify to the producer and as agreed upon between the contractor and the producer. Cost estimates for such collection shall be provided at no charge.
- e) Contractor may provide for regular and special collection from commercial accounts within the City. Contractor shall be responsible for collecting any charges associated with commercial or non-occupant producer accounts.
- f) Collection of waste for people with disabilities shall be provided by the contractor at no extra charge to the producer or to the City of Alamogordo. Such service shall be provided to the front

door, side yard or back yard, if necessary, depending upon the need and request of the customer. Such service will be provided to those providing a proof of physical disability to the Contractor, through the Public Works Department by means of a certified medical professional and further, that such household does not have any other able-bodied adults within the domicile. The City shall verify the list with the Contractor annually.

Operation:

- a) Hours of Operation: Collection of residential refuse shall not start before 7 a.m. or continue after 7 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing route due to unusual circumstances.
- b) Routes of Collection: Collection routes shall be as established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. Contractor shall publish at its own expense at least once during each calendar year a map of such collection routes and schedules in the Alamogordo Daily News. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose changes in routes or days of collection, subject to approval by the City, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor promptly shall give written or published notice to the affected residential accounts either directly or through the City's billing.
- c) Office: Contractor shall maintain an office in the City of Alamogordo through which it can be contacted during business hours. It shall be equipped with sufficient telephones and with telephone or radio contact between the office and its personnel and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- d) Monthly Complaint Reporting by Contractor: Contractor shall provide to the City of Alamogordo a report by complaint type category of all complaints received by the Contractor. This report shall include the complaint and the handling of each complaint. Said report shall be submitted with the billing each month and shall be in a format acceptable to the City of Alamogordo. Non-submission of reports shall result in non-payment of invoices.
- e) Holidays: The following shall be holidays for purposes of this RFP:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the aforementioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at least twice per week in accordance with the requirements of these specifications. Changes to routes due to holidays **SHALL** be reported to the Alamogordo Daily News for publication and notification of such changes.

- f) Point of Contact: All dealings and contacts between the Contractor and the City shall be directed by the Contractor to the City Manager or designee and by the City Manager or designee to the Contractor.

Complaints:

- a) All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegation is verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received. Contractor shall provide a monthly report to the Public Works Administration Department detailing complaints received by the Contractor and the action taken by the Contractor with regard to the complaints.
- b) Complaints may be made to the Water Billing Department if satisfactory service or answer has not been provided by the initial contact or complaint with Contractor.
- c) If Contractor fails to meet the date of collection requirements as contained within these specifications, the City shall deduct the cost of that day's collection from the monthly billing submitted by the contractor on a prorated basis of the number of collection days calculated for that month.

Equipment and Containers:

- a) Collection Equipment: Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in proper repair and sanitary condition at all times. Each vehicle operated by Contractor shall have clearly visible on each side the identity and locally listed telephone number of the Contractor. Collection vehicles shall not be parked on City streets overnight except in the case of an emergency.
- b) Collection Containers: Contractor shall provide suitable, durable containers for collection of refuse. Contractor shall provide curbside 90 - 110-gallon polycarts. That shall not be filled with more than 200 pounds of waste.
- c) Overloads: Contractor shall be required to notify the City of Alamogordo Code Enforcement Department which will attempt to determine the responsible party for any overloaded container. When it can be determined that an account holder is responsible for overloading a container the account holder will be billed an additional \$20 on their next monthly billing. Upon authorization by the Code Enforcement Department, the contractor will quickly perform the special pickup of the waste in the overloaded dumpster. The City will pay the Contractor \$20.00 for each overloaded container and is responsible for efforts to collect from the account holder responsible for the overloaded container. When Code Enforcement staff performs an inspection of the overload complaint and find that such overload does not exist, the Contractor shall be notified of such and the City shall have the right to deduct \$10.00 for each such incorrect overload complaint from the next payment due to the contractor. Upon said notification that an overload does not exist, the contractor will make arrangements to quickly empty the container.

- d) **Cleanliness and Damage:** The City shall require each account holder who has a 90 - 110-gallon polycart to keep such account holder's collection container in a clean, neat, and sanitary condition. Residential account holders shall be responsible for any loss, fire damage, or other damage or destruction caused by their negligence or negligent use of such container. The City agrees to modify its Ordinances to reflect this requirement for residential accounts and agrees that the City of Alamogordo Code Enforcement Department will enforce all such Ordinances provided for in this Agreement. Contractor shall be responsible for keeping all containers in a reasonably clean and sanitary condition and shall wash or exchange the container as often as necessary to maintain reasonably good appearance, sanitary condition and adequate fly control. City shall require residents to bag and tie all loose waste placed in the containers. In the event that Contractor is required to wash or exchange in excess of 3% of the curbside containers within any contract year, the price per residential unit then in effect shall be increased by a proportional amount to recoup such costs of cleaning or exchange.
- e) **Repairs:** Contractor promptly shall repair and/or correct any damage to private or City property occasioned by its operations or equipment. Prompt repair normally shall be deemed to be accomplished within three (3) working days after the damage is brought to the attention of the Contractor or its representatives. In cases where such damage creates a safety or security hazard, Contractor shall make temporary repairs immediately.
The regional landfill operated by the City of Alamogordo shall be the point of disposal for all waste collected within the City of Alamogordo in accordance with this RFP.
- f) **Location of Containers for Collection:** Mobile containers shall be placed at curb side for collection in such a manner as to block neither vehicular nor pedestrian traffic. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any residential refuse not placed in the container, which it furnishes. The City, by Ordinance, shall provide that mobile containers placed for curbside collection shall be placed by the resident account holder at the curb by 6:30 a.m. and removed by 7:00 p.m. on the scheduled collection day. Containers shall be located a minimum of six (6) feet from any mailbox, parked vehicle or any other obstacle to include other containers, with the opening facing the street. Containers are to be changed every two (2) years.

Disposal:

- a) **Hauling:** The City shall require all Refuse to be so contained and tied by the producer so as to prevent leaking, spilling, or blowing. Contractor shall only be required to pick-up Bulky Waste and White Goods at such locations, such as curbside, as the Contractor may designate for such waste. Contractor shall immediately clean up any spillage, leakage, or blown refuse, which had in the opinion of the Code Enforcement Department been contained properly and shall notify City immediately if proper cleanup cannot be achieved. City may, at its discretion, perform the cleanup itself and deduct resulting costs from the amounts owed to Contractor.
- b) **Disposal fees:** For purposes of disposing of residential refuse collected under the terms of this RFP, the City assumes all fees and increases in disposal fees and shall provide the Contractor free of charge with the use of the Disposal Site. Contractor is permitted to use the Disposal Site

for commercial and/or industrial accounts within the City of Alamogordo subject to the standard rate schedule for members of the regional landfill authority.

ALTERNATIVE "A"

PRICE PROPOSAL

Residential Services

Description	Estimated Quantity	Number of Pickups Per Week	Unit Cost	Extended Monthly Charge
		DESCRIPTION		
Municipal Residential (Includes Service to Handicapped)	10,400	2	\$	\$
In-Ground Cans (65-Gallon)	50	2	\$	\$
Municipal Commercial Roll-Off Container - Delivery	1	1	\$	\$
Municipal Commercial Roll-Off Container - Pull	1	1	\$	\$
TOTAL ESTIMATED PRICE:				\$

Point of Service Listing of City-Owned Facilities

Location No.	Facility Location	Number of Units	Size	Number of Pickups Per Week	Unit Cost	Extended Monthly Charge
				DESCRIPTION		
1	Cemetery - 1590 First St.	1	3 YD	1	\$	\$
2	Airport - 3500 Airport Rd.	1	6 YD	1		

					\$	\$
3	City Hall – 9th St. & Oregon Ave.	1	4 YD	3	\$	\$
4	Maint. Yard - 2600 N. Florida Ave.	1	2 YD	2	\$	\$
5	Maint. Yard - 2600 N. Florida Ave.	1	3YD	2	\$	\$
6	Maint. Yard - 2600 N. Florida Ave.	1	4 YD	2	\$	\$
6	Maint. Yard - 2600 N. Florida Ave.	1	6 YD	2	\$	\$
7	Zoo - 1021 White Sands Blvd.	1	2 YD	1	\$	\$
8	Zoo - 1021 White Sands Blvd.	2	6 YD	2	\$	\$
9	Civic Center - 800 First St.	1	8 YD	1	\$	\$
10	Golf Course - 2351 Hamilton Rd.	1	6 YD	2	\$	\$
11	Fire Station #7 - Indian Wells at Oregon	1	3 YD	1	\$	\$
12	Tennis Courts - Oregon Ave.	1	3 YD	1	\$	\$
13	Recreation Center - 1200 Oregon Ave.	1	2 YD	2	\$	\$
14	Senior Center - 2201 Puerto Rico Ave.	1	6 YD	3	\$	\$
15	Walker Ball Field - Walker Rd.	2	4 YD	3	\$	\$
16	Fire Station #2, Walker Rd. at Hwy. 70	1	CART	2	\$	\$
17	Animal Shelter - 2910 N. Florida Ave.	1	4 YD W/ LOCKS	1	\$	\$
17	Animal Shelter - 2910 N. Florida Ave.	1	6 YD	1	\$	\$
18	DPS Central Station - 700 Virginia Ave.	1	6 YD	2	\$	\$
19	Hobby Park – N. Florida Ave.	3	4 YD	1	\$	\$
20	Kids Kingdom - Oregon Ave.	2	2 YD	1	\$	\$
21	Fire Station #4 – 3310 10th St.	1	CART	2	\$	\$
22	Washington Park - First St. & Washington Ave.	1	2 YD	1	\$	\$

22	Washington Park - First St. & Washington Ave.	1	6 YD W/ LOCKS	1	\$	\$
23	City Library – 920 Oregon Ave.	1	3 YD	2	\$	\$
24	Desert Foothills Park - First St.	1	3 YD	1	\$	\$
25	Alta Vista Housing	4	6 YD	2	\$	\$
26	Avenida Amigos Housing	10	2 YD	2	\$	\$
27	Avenida Amigos Housing	6	6 YD	2	\$	\$
28	Alameda Park - 1021 White Sands Blvd.	10	200 GL	2	\$	\$
29	Fireman’s Park - Oregon Ave.	1	6 YD	1	\$	\$
30	Fire Station #5 - 1492 S. Florida Ave.	1	3 YD	1	\$	\$
31	Fire Station #6 - 3100 N. Florida Ave.	1	CART	2	\$	\$
	Convenience Center & City Shops	Varies	Roll-Off	N/A		
32	Price per Pull	N/A	N/A	N/A	\$	\$
33	Charge per swap out	N/A	N/A	N/A	\$	\$
	TOTAL BID PRICE:					\$

SCOPE OF WORK

ALTERNATIVE "B"

Residential, Commercial, and City-Owned:

- a) Contractor shall provide alley or curbside collection service for the collection of residential refuse to each residential unit two (2) times per week no closer than three (3) days apart, to include existing in-ground containers as well as handicapped residents. Waste shall be prepared and situated for collection by the account holder by 6:30 a.m. on the designated collection day. Estimated quantities for residential services and dumpsters at City-owned facilities are itemized in attached Price Proposal.
- b) Contractor will collect within any two (2) week period at no additional cost, Bulky Waste, White Goods, and Rubbish not suitable for placement in normal collection containers, if such waste is placed at the street curb; all loose material and yard waste is bagged in plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top, with such bags securely tied at the top for collection, having a capacity not to exceed 30 gallons and a total weight not to exceed 35 lbs; and limbs and garden trimmings shall be cut in lengths not to exceed four feet and shall be tied in bundles not exceeding 35 lbs. in weight. Bulky Waste, White Goods, and Rubbish shall be prepared and situated for collection by the account holder by 6:30 a.m. on the designated collection day. Contractor shall be responsible to ensure that all Bulky Waste, White Goods, and Rubbish placed as required herein shall be picked up no later than 7:00 p.m. on the designated collection day or the day agreed upon between the contractor and the customer. Contractor shall not be required to make pickups under this section at a single location more frequently than once in a two (2) week period.
- c) Contractor shall provide collection services for City-sponsored special event programs at least four (4) times per year yearly as required by the City of Alamogordo. Services shall include the placement of up to six (6) dumpsters of a size specified by the City, placed in accordance with the requirements of the City of Alamogordo for the City-sponsored event. Contractor shall be responsible for emptying the dumpsters should they need to be emptied during the term of the sponsored event to maintain a continuing location for placement of refuse.
- d) Contractor may provide for the special collection of dead animals, construction debris, and household hazardous waste at residential accounts at its sole discretion and upon terms, as Contractor shall specify to the producer and as agreed upon between the contractor and the producer. Cost estimates for such collection shall be provided at no charge.
- e) Contractor may provide for regular and special collection from commercial accounts within the City. Contractor shall be responsible for collecting any charges associated with commercial or non-occupant producer accounts.
- f) Collection of waste for people with disabilities shall be provided by the contractor at no extra charge to the producer or to the City of Alamogordo. Such service shall be provided to the front door, side yard or back yard, if necessary, depending upon the need and request of the customer.

Such service will be provided to those providing a proof of physical disability to the Contractor, through the Public Works Department by means of a certified medical professional and further, that such household does not have any other able-bodied adults within the domicile. The City shall verify the list with the Contractor annually.

Operation:

- a) Hours of Operation: Collection of residential refuse shall not start before 7 a.m. or continue after 7 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing route due to unusual circumstances.
- b) Routes of Collection: Collection routes shall be as established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. Contractor shall publish at its own expense at least once during each calendar year a map of such collection routes and schedules in the Alamogordo Daily News. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose changes in routes or days of collection, subject to approval by the City, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor promptly shall give written or published notice to the affected residential accounts either directly or through the City's billing.
- c) Office: Contractor shall maintain an office in the City of Alamogordo through which it can be contacted during business hours. It shall be equipped with sufficient telephones and with telephone or radio contact between the office and its personnel and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- d) Monthly Complaint Reporting by Contractor: Contractor shall provide to the City of Alamogordo a report by complaint type category of all complaints received by the Contractor. This report shall include the complaint and the handling of each complaint. Said report shall be submitted with the billing each month and shall be in a format acceptable to the City of Alamogordo. Non-submission of reports shall result in non-payment of invoices.
- e) Holidays: The following shall be holidays for purposes of this RFP:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the aforementioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at least twice per week in accordance with the requirements of these specifications. Changes to routes due to holidays **SHALL** be reported to the Alamogordo Daily News for publication and notification of such changes.

- f) Point of Contact: All dealings and contacts between the Contractor and the City shall be directed by the Contractor to the City Manager or designee and by the City Manager or designee to the Contractor.

Complaints:

- a) All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegation is verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received. Contractor shall provide a monthly report to the Public Works Administration Department detailing complaints received by the Contractor and the action taken by the Contractor with regard to the complaints.
- b) Complaints may be made to the Water Billing Department if satisfactory service or answer has not been provided by the initial contact or complaint with Contractor.
- c) If Contractor fails to meet the date of collection requirements as contained within these specifications, the City shall deduct the cost of that day's collection from the monthly billing submitted by the contractor on a prorated basis of the number of collection days calculated for that month.

Equipment and Containers:

- a) Collection Equipment: Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in proper repair and sanitary condition at all times. Each vehicle operated by Contractor shall have clearly visible on each side the identity and locally listed telephone number of the Contractor. Collection vehicles shall not be parked on City streets overnight except in the case of an emergency.
- b) Collection Containers: Contractor shall provide suitable, durable containers for collection of refuse. Where alleys are available, containers normally shall be of the fixed type between 300 and 450 gallons. Where alleys do not exist or where such containers are not practicable, Contractor shall provide curbside 90 - 110-gallon polycarts. The 300 - 450-gallon containers shall not be filled with more than 500 pounds of waste. The 90 - 110-gallon polycarts shall not be filled with more than 200 pounds of waste.
- c) Overloads: Contractor shall be required to notify the City of Alamogordo Code Enforcement Department which will attempt to determine the responsible party for any overloaded container. When it can be determined that an account holder is responsible for overloading a container the account holder will be billed an additional \$20 on their next monthly billing. Upon authorization by the Code Enforcement Department, the contractor will quickly perform the special pickup of the waste in the overloaded dumpster. The City will pay the Contractor \$20.00 for each overloaded container and is responsible for efforts to collect from the account holder responsible for the overloaded container. When Code Enforcement staff performs an inspection of the overload complaint and find that such overload does not exist, the Contractor shall be notified of such and the City shall have the right to deduct \$10.00 for each such incorrect overload complaint from the next payment due to the contractor. Upon said notification that an overload does not exist, the contractor will make arrangements to quickly empty the container.

- d) **Cleanliness and Damage:** The City shall require each account holder who has a 90 - 110 gallon polycart to keep such account holder's collection container in a clean, neat, and sanitary condition and shall require such account holder to wash the container as often as necessary to maintain good appearance, sanitary condition, and adequate fly control. Residential account holders shall be responsible for any loss, fire damage, or other damage or destruction caused by their negligence or negligent use of such container. The City agrees to modify its Ordinances to reflect this requirement for residential accounts and agrees that the City of Alamogordo Code Enforcement Department will enforce all such Ordinances provided for in this Agreement. Contractor shall be responsible for keeping all alley containers in a reasonably clean and sanitary condition and shall wash or exchange the container as often as necessary to maintain reasonably good appearance, sanitary condition and adequate fly control. City shall require residents to bag and tie all loose waste placed in the containers. In the event that Contractor is required to wash or exchange in excess of 3% of the alley containers within any contract year, the price per residential unit then in effect shall be increased by a proportional amount to recoup such costs of cleaning or exchange.

- e) **Repairs:** Contractor promptly shall repair and/or correct any damage to private or City property occasioned by its operations or equipment. Prompt repair normally shall be deemed to be accomplished within three (3) working days after the damage is brought to the attention of the Contractor or its representatives. In cases where such damage creates a safety or security hazard, Contractor shall make temporary repairs immediately

- f) **Location of Containers for Collection:** Where alleys are available, collection containers shall be placed within the alley right-of-way and situated to allow for traffic through the alley. Where there are no alleys, or where it has been determined by the City that alley collection is not feasible, mobile containers shall be placed at curbside for collection in such a manner as to block neither vehicular nor pedestrian traffic. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any residential refuse not placed in the container, which it furnishes. The City, by Ordinance, shall provide that mobile containers placed for curbside collection shall be placed by the resident account holder at the curb by 6:30 a.m. and removed by 7:00 p.m. on the scheduled collection day. Containers shall be located a minimum of six (6) feet from any mailbox, parked vehicle or any other obstacle to include other containers, with the opening facing the street or the center of the alley. Routes for alley collection shall, where possible, be changed every two (2) years so that the containers will be changed from one side of the alley to the other so that one property owner shall not be permanently burdened with the responsibility of cleaning around the container. When it is not possible to change sides of the alley, containers will be changed from their location at the rear of one lot to a suitable location at the rear of another lot on the same side of the alley. Dumpsters at City-owned facilities shall remain unchanged at this time from current locations.

Disposal:

- a) **Hauling:** The City shall require all Refuse to be so contained and tied by the producer so as to prevent leaking, spilling, or blowing. Contractor shall only be required to pick-up Bulky Waste and White Goods at such locations, either curbside or alley, as the Contractor may designate for

such waste. Contractor shall immediately clean up any spillage, leakage, or blown refuse, which had in the opinion of the Code Enforcement Department been contained properly and shall notify City immediately if proper cleanup cannot be achieved. City may, at its discretion, perform the cleanup itself and deduct resulting costs from the amounts owed to Contractor.

- b) Disposal fees: For purposes of disposing of residential refuse collected under the terms of this RFP, the City assumes all fees and increases in disposal fees and shall provide the Contractor free of charge with the use of the Disposal Site. Contractor is permitted to use the Disposal Site for commercial and/or industrial accounts within the City of Alamogordo subject to the standard rate schedule for members of the regional landfill authority.

Alternative "B"

PRICE PROPOSAL

Residential Services

Description	Estimated Quantity	Number of Pickups Per Week	Unit Cost	Extended Monthly Charge
		DESCRIPTION		
Municipal Residential (Includes Service to Handicapped)	10,400	2	\$	\$
In-Ground Cans (65-Gallon)	50	2	\$	\$
Municipal Commercial Roll-Off Container - Delivery	1	1	\$	\$
Municipal Commercial Roll-Off Container - Pull	1	1	\$	\$
TOTAL ESTIMATED PRICE:				\$

Point of Service Listing of City-Owned Facilities

Location No.	Facility Location	Number of Units	Size	Number of Pickups Per Week	Unit Cost	Extended Monthly Charge
				DESCRIPTION		
1	Cemetery - 1590 First St.	1	3 YD	1	\$	\$
2	Airport - 3500 Airport Rd.	1	6 YD	1	\$	\$

3	City Hall – 9th St. & Oregon Ave.	1	4 YD	3	\$	\$
4	Maint. Yard - 2600 N. Florida Ave.	1	2 YD	2	\$	\$
5	Maint. Yard - 2600 N. Florida Ave.	1	3YD	2	\$	\$
6	Maint. Yard - 2600 N. Florida Ave.	1	4 YD	2	\$	\$
6	Maint. Yard - 2600 N. Florida Ave.	1	6 YD	2	\$	\$
7	Zoo - 1021 White Sands Blvd.	1	2 YD	1	\$	\$
8	Zoo - 1021 White Sands Blvd.	2	6 YD	2	\$	\$
9	Civic Center - 800 First St.	1	8 YD	1	\$	\$
10	Golf Course - 2351 Hamilton Rd.	1	6 YD	2	\$	\$
11	Fire Station #7 - Indian Wells at Oregon	1	3 YD	1	\$	\$
12	Tennis Courts - Oregon Ave.	1	3 YD	1	\$	\$
13	Recreation Center - 1200 Oregon Ave.	1	2 YD	2	\$	\$
14	Senior Center - 2201 Puerto Rico Ave.	1	6 YD	3	\$	\$
15	Walker Ball Field - Walker Rd.	2	4 YD	3	\$	\$
16	Fire Station #2, Walker Rd. at Hwy. 70	1	CART	2	\$	\$
17	Animal Shelter - 2910 N. Florida Ave.	1	4 YD W/ LOCKS	1	\$	\$
17	Animal Shelter - 2910 N. Florida Ave.	1	6 YD	1	\$	\$
18	DPS Central Station - 700 Virginia Ave.	1	6 YD	2	\$	\$
19	Hobby Park – N. Florida Ave.	3	4 YD	1	\$	\$
20	Kids Kingdom - Oregon Ave.	2	2 YD	1	\$	\$
21	Fire Station #4 – 3310 10th St.	1	CART	2	\$	\$
22	Washington Park - First St. & Washington Ave.	1	2 YD	1	\$	\$

22	Washington Park - First St. & Washington Ave.	1	6 YD W/ LOCKS	1	\$	\$
23	City Library – 920 Oregon Ave.	1	3 YD	2	\$	\$
24	Desert Foothills Park - First St.	1	3 YD	1	\$	\$
25	Alta Vista Housing	4	6 YD	2	\$	\$
26	Avenida Amigos Housing	10	2 YD	2	\$	\$
27	Avenida Amigos Housing	6	6 YD	2	\$	\$
28	Alameda Park - 1021 White Sands Blvd.	10	200 GL	2	\$	\$
29	Fireman’s Park - Oregon Ave.	1	6 YD	1	\$	\$
30	Fire Station #5 - 1492 S. Florida Ave.	1	3 YD	1	\$	\$
31	Fire Station #6 - 3100 N. Florida Ave.	1	CART	2	\$	\$
	Convenience Center & City Shops	Varies	Roll-Off	N/A		
32	Price per Pull	N/A	N/A	N/A	\$	\$
33	Charge per swap out	N/A	N/A	N/A	\$	\$
	TOTAL BID PRICE:					\$

ATTACHMENT 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

THIS FORM 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 either 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 un-reimbursed 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

Signature

Date

Title

--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

ATTACHMENT 4

RFP 2019-002 Solid Waste Collection and Disposal Service

ACKNOWLEDGMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS

Proposal Based

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposals.

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.