

**VALENCIA COUNTY
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)
SOLID WASTE SERVICES
FOR
VALENCIA COUNTY**



**RFP #VCR-FY17-010
VALENCIA COUNTY PURCHASING
444 Luna Ave., Suite 100A
Los Lunas, NM 87031**

PRE-PROPOSAL CONFERENCE

April 27, 2017

13-1-29. Rules of construction; purposes.

C. The purposes of the Procurement Code are to provide for the **fair and equitable treatment of all persons involved in public procurement**, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

13-1-164. Specifications; maximum practicable competition.

All specifications shall be drafted so as to ensure maximum practicable competition and fulfill the requirements of state agencies and local public bodies. In preparing specifications, if, in the opinion of the central purchasing office, a proposed component is of a nature that would restrict the number of responsible offerors and thereby limit competition, if practicable, the central purchasing office shall draft the specifications without the component.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from experienced and capable offerors that can carry out a non-mandatory, comprehensive program for the collection, management and disposal of residential solid waste generated within the unincorporated areas of Valencia County, New Mexico. In addition, the successful offeror will also be responsible for operating, maintaining and improving the County-owned "Conejo" waste facility located at 1100 Manzano Expressway, Los Lunas, NM 87031.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing regularly scheduled (weekly) road-side waste collection for households in the unincorporated portions of the County. The successful offeror will also offer optional recycling capability. ~~to each household served.~~ That contractor will be fully responsible for all aspects of billing as well as payment and collections management. Contractor shall also provide community outreach and education to residents.

The successful offeror will also be responsible for operating, maintaining and improving the County-owned "Conejo" waste facility. As with residential road-side waste collection, the contractor will be fully responsible for all fiscal aspects of the operation of these facilities and will retain all revenues generated. Conejo facility improvements will be constructed and operated on County-owned land and ownership of all infrastructure shall revert to the County at the end of the contract.

C. SCOPE OF PROCUREMENT

The scope of the procurement consists of implementing and operating a non-mandatory, comprehensive road-side waste collection program for residents of the unincorporated portions of the County, including optional recycling capability; operating and improving one County owned waste facility ("Conejo") as well as managing and performing all fiscal aspects of the above to include billings, payment acceptance and collections. The duration of the contract resulting from this RFP shall be for eight (8) years from the contract effective date. Under no circumstances shall the term of this contract exceed eight (8) years. This procurement will result in a single source award.

D. PROCUREMENT MANAGER

The County of Valencia has designated a Procurement Managers and an Assistant Procurement Manager who are responsible for this procurement and whose names, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Managers

IV. SPECIFICATIONS

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section V.D.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.23, below, requires a response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required and/or optional supporting materials will be evaluated and awarded points accordingly.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offerors shall complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Offeror's Company Information and Experience (100 Points)

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied waste collection, disposal management services, and convenience center/**transfer station** operation for current or previous clients, and must possess three years' experience **providing such services on a scale similar to that of Valencia County.**

- a. Offerors shall include an overview of the company including a summary of the company history including the company history of subcontractors, if applicable. The overview shall include type of organization and the state of

12. Recycling Option (10 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

13. Recycling Drop Offs (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, how quickly the changes can be made effective and the likely satisfaction of the citizens served. Proposals received will be compared to each other as part of the scoring process.

14. Improvements and Operation of Existing ("Conejo") Waste Facility (250 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, how quickly the changes can be made effective and the likely satisfaction of the citizens served. Proposals received will be compared to each other as part of the scoring process.

Points will be awarded based on the proposed Total Tipping Fees indicated on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Tipping Fees}}{\text{This Offeror's Proposed Total Tipping Fees}} \times 200$$

15. Fiscal Management (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the fairness and ease of use by residents of the County, the perceived likelihood of success of the process and the likely satisfaction of the citizens served. Proposals received will be compared to each other as part of the scoring process.

16. Equipment Currently Available (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the level of existing capability, the offerors apparent understanding of the additional resources required and their perceived likelihood of success of obtaining the needed equipment within a reasonable timeframe. Proposals received will be compared to each other as part of the scoring process.

17. Citizen Outreach and Education (30 Points)

8. Failure to maintain schedule established and given as a requirement of this Agreement in writing to the public and the County. \$50.00 per violation of route schedule.
9. Failure to respond to complaints as required by this Agreement \$50.00 each case.
10. Failure to pick up scattered debris \$50.00 each case.
11. Failure to leave cans upright with covers securely in place \$50.00 each case.
12. Failure to pick up properly prepared Yard Waste \$50.00 each case.
13. Failure to notify County of route or material change \$100.00 each case.
14. Late Annual Certified Audit \$100.00 each day.
15. Failure to have backup equipment \$50.00 each case.
16. Improper disposal of recyclables \$200.00 each load.
17. Failure to replace damaged container \$100.00 each case.
18. Failure to provide Recycling data \$250.00 each day.
19. Hydraulic spills/leaks on roads \$500.00 each case.
20. Failure to provide requested information per the Agreement \$500.00.
21. Failure to commence automated or semi-automated collection services after expiration of the transition period, or force majeure extension. \$500.00 each day, accruing until 100% of the customers in the Service Area are provided automated or semi-automated residential collection services

54.2. Prior to claiming liquidated damages, the County shall notify the Contractor in writing of the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint occurred. The Contractor may contest the imposition of liquidated damages by notifying the County of its intent to do so within ten (10) days of receipt. The Contract Manager shall meet with the Contractor and attempt to reasonably resolve such protest based on available evidence. In the event the matter cannot be resolved, the Contractor may petition the Board within ten (10) days of Contractor's inability to resolve the protest with the County Manager.

54.3. By placing its initials below, each party specifically confirms: (1) the accuracy of the statements made in this Subsection; and (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions prior to signing this Agreement.

55. Bankruptcy and Condemnation. In no event shall this Contract be deemed an asset of Contractor for the benefit of creditors, the adjudication in bankruptcy, the appointment of a receiver or trustee, or the issuance of a Writ of Execution, a Writ of Attachment, a Writ of Replevin, or other court order against Contractor or Contractor's property whereby the demised premises or any building or buildings, or alterations, additions, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Contractor.

56. Customer Service Office The Contractor shall establish and maintain an office within the boundaries of Valencia County at a location approved by the County Manager for processing complaints and applications for services. Such office shall remain open during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, (Saturday?) except for approved

66.8 Compliance with Laws. Contractor will comply with all applicable federal, state and local laws and ordinances and with all applicable rules and regulations of County, and will insure that those persons using the collection center so comply. Contractor shall indemnify County and hold it harmless from and against any and all claims, damages, loss and liability (including, but not limited to attorney's fees and costs of litigation) suffered by County by reason of Contractor's failure to comply with the foregoing terms of this paragraph. Contractor will additionally be responsible for all necessary permitting of the facility, and compliance with all local, state and federal environmental laws.

66.9 Non-Discrimination. Contractor, with respect to employment of staff and to those persons using the collection center and/or receiving services from Contractor, shall not discriminate unlawfully with respect to race, sex, national origin, age, physical handicap, religion or as to any other class protected against discrimination by applicable state or federal laws.

66.10 Indemnity. Contractor shall defend, indemnify and hold County harmless from action, proceedings, loss, costs, damages, liability and all other liabilities and expenses, including but not limited to attorney's fees, and cost of litigation, incurred by County by reason of any claim against County arising out of this Agreement, except those claims arising out of the active conduct or negligence of County employees acting in the course of their employment for the benefit of the County and not Contractor.

66.11 Expiration. Upon expiration of this Agreement, Contractor will peaceably surrender to County all improvements thereon in good condition and repair.

66.12 Insurance. Contractor shall carry and maintain in full force and effect during the term of this Agreement at Contractor's sole cost and expense, public liability insurance covering bodily injury, disease, illness or death and property damage liability, in a form and with an insurance company acceptable to County, with limits of coverage not less than \$750,000 for each person and \$1,500,000 in the aggregate for bodily injury, disease, illness or death with respect to any one occurrence, and \$250,000 for each accident for property damage liability, for the benefit of both Contractor and County as protection against all liability claims arising from the operation, maintenance, and improvement of the convenience center, causing County to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to County upon the commencement of the term of this Agreement.

66.13 Early Termination of Operation and Maintenance Agreement. County may terminate the obligations set forth in Section 66 of this Agreement in the event that County determines that the Collection Center is needed by the County or any agency or other unit of the State of New Mexico. Should such a determination be made, Contractor shall be entitled to ninety (90) days' notice, in writing, from Contractor of early termination of this Agreement. **In such instance, the County shall reimburse the Contractor for the costs associated with the improvements made to the Collection Center plus reasonable charges for mobilization and demobilization of equipment and other resources utilized for the operation of the Collection Center.**

67. **Effective Date of Contract.** This contract is effective forty-five (45) days after the date set forth below upon which it is executed by the Purchasing Agent, the County Manager and the Board of County Commissioners.

67. **Termination on Protest.** The Board additionally reserves the right to terminate this Contract upon thirty (30) days' notice without any further liability to the County should this Contract become the subject of a legal challenge, or if the validity of this Contract is called into

ATTACHMENT 1

SCOPE OF WORK

The Contractor shall:

1. Contractor agrees to provide complete and adequate refuse collection service (hereinafter "Service") scheduled (weekly) non-mandatory road-side waste collection for all households in the unincorporated portions of Valencia County at a uniform monthly rate as approved by the County.
2. Contractor agrees to offer optional recycling capability ~~to each household served~~ at a uniform monthly rate approved by the County.
3. Contractor agrees to assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility. Contractor will retain all revenues generated at the rates approved by the Board. Such improvements shall be completed in accordance with the approved project schedule within _____ months of contract award. These improvements must include at a minimum, the increased unloading capacity to accommodate at least ten (10) vehicles dumping continuously and simultaneously. The design must allow for ten (10) vehicles to wait in-line within the property boundaries. Additionally, the design improvements must address litter control and the containment of blowing trash during unloading due to high winds. Add details from Contractors proposal
4. Contractor agrees to assume full responsible for all fiscal aspects of the operation of the Conejo waste facility and will retain all revenues generated at the rates approved by the County.
5. Contractor agrees to assume full responsibility for all aspects of billing as well as payment and collections management.
6. Contractor agrees to support community outreach programs as directed by the Contract Manager. Add details from Contractors proposal
7. Contractor agrees to support no less than six (6) community clean-up events annually as directed by the Contract Manager. Add details from Contractors proposal
8. Contractor agrees to provide no less than two bulk item pick-ups annually, per customer, at customer request (appliances, furniture, etc.).
9. Contractor agrees to offer discounted monthly rates for indigent households that meet the criteria set forth in contract paragraph _____. Add details from Contractors proposal
10. Contractor agrees to support the County recycling efforts by placing and timely replacing full community clean-up and/or recycling containers at locations throughout Valencia County. There shall be no charge for the use of containers. Add details from Contractors proposal

APPENDIX C COST RESPONSE FORM

Valencia County RFP #VCR-FY17-010
Solid Waste Services for Valencia County

State gross receipts and local option taxes (if any) shall not be included in the Proposed Charges and Tipping Fees. Note: The Proposed Monthly Charge per household will be used for the evaluation of proposals. All items in the table must be completed.

OFFEROR NAME: _____

ROAD - SIDE SERVICE	
Proposed Monthly Charge PER HOUSEHOLD, (One [1] Waste Bin) =	\$
Proposed Monthly Charge PER HOUSEHOLD, (One [1] Recycle Bin) =	\$
Proposed Monthly Charge for EACH extra Waste Bin =	\$
Proposed Monthly Charge for EACH extra Recycle Bin =	\$
CONEJO TIPPING FEES	
Top of Pickup Bed=	\$
Top of Pickup Cab=	\$
10ft. Trailer (based on 2ft high sides)=	\$
12ft. Trailer (based on 2ft high sides)=	\$
14ft. Trailer (based on 2ft high sides)=	\$
16ft. Trailer (based on 2ft high sides)=	\$
10ft. Horse/Cattle Trailer =	\$
Total Tipping Fees	\$

List All Optional Additional Services and Charges
(add additional page if necessary)
