

**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**

AMENDED

May 12, 2017

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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 regarding the procurement. Other County employees or County officials do not have the authority to respond on behalf of the County of Valencia.

Michelle Romero
Procurement Manager
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005
Fax: (505) 866-2424
E-mail: Michelle.Romero@co.valencia.nm.us

Terry Davenport
Assistant Procurement Manager
Valencia County Purchasing
Phone: (505) 470-1428

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Michelle Romero's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Chief Procurement Officer" means that person within a local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction, section 13-1-38.1 NMSA 1978. The Chief Procurement Officer for Valencia County is Michelle Romero.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Conejo" means the Valencia County Conejo Solid Waste Collection Convenience Center located at 1100 Manzano Expressway, Los Lunas, NM 87031. The legal description of the property is Valencia Community Air Ranch Unit 2, Lot 1, Lot 2 and Lot 3 and consists of approximately 9.61ac. The County retains an express easement across Lots 1, 2, and 3 to access adjoining parcels.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body or person appointed by the Board of County Commissioners to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Key Personnel" is defined as the Offeror's employee who is overall responsible for the performance of the contract, the employee responsible for the Conejo improvements, the employee responsible for the effective operation of Conejo facility and the employee responsible for the collection, management and disposal of the waste. A single employee may have more than one responsibility.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"NMED" refers to the New Mexico Environment Department

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Valencia.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in the proposal. (Section 13-1-83 NMSA 1978)

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements. (Section 13-1-85 NMSA 1978)

"Statement of Compliance" and "Statement of Acceptance and Concurrence" mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] accepts and concurs with this requirement."

"Waste/Recycle Bin" means a **NEW** 96-gallon wheeled Polycart container with a hinged lid.

"Waste Facility" means a publicly accessible solid waste or recycling collection, transfer, transformation, composting, conversion or materials separation, processing or recovery facility.

F. RESIDENT/VETERAN BUSINESS PREFERENCE

Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please see Section V.D.4 for more information and especially note Appendix F.

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- **New Mexico Procurement Code**
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>
- **Valencia County Procurement Policy**
<http://www.co.valencia.nm.us/216/Purchasing>
- **Design Analysis Report Conejo Transfer station dated 1-18-2016**
- **Procurement Information**
- **Residents in the Unincorporated Area of Valencia County**

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	04/20/17 (Thursday)
2. Return of “Acknowledgment of Receipt” Form for Distribution List	Potential Offerors (PO)	04/27/17 (Thursday)
3. Pre-Proposal Conference – Followed by optional Conejo site visit. See definitions for address.	PM, PO	04/27/17 (Thursday) 10:00 AM MDT
4. Deadline to Submit Additional Questions	PO	05/05/17 (Friday)
5. Response to Written Questions/ RFP Amendments	PM	05/12/17 (Friday)
6. Submission of Proposal	Offerors	05/31/17 (Wednesday) 2:00 PM MDT
7. Proposal Evaluation	Evaluation Committee (EC)	06/01/17 (Thursday) – 06/06/17 (Tuesday)
8. Notification of Finalists	PM	06/09/17 (Friday)
9. Best & Final Offer (If requested)	Offerors	06/27/17 (Tuesday)
10. Proposal Presentations	Offerors	06/28/17 (Wednesday) - 06/29/17 (Thursday)
11. Contract Negotiations (If needed)	Tentative winner/County	07/03/17 (Monday) to 07/07/17 (Friday)
12. Contract Award*	Purchasing Agent/BoCC*	07/19/17 (Wednesday)
13. Protest Deadline	Offerors	08/03/17 (Thursday)

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Valencia County Purchasing Agent on behalf of the County of Valencia and the Valencia County Board of County Commissioners.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) 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 by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 A.M. MDT in the Commission Room, Room 103, 444 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended.

The pre-proposal conference will be followed by an optional tour of the Conejo Solid Waste Collection Convenience Facility located at 1100 Manzano Expressway, Los Lunas, NM 87031.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the (“Purchasing/Sell to County” link). Notification of such posting shall be provided to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at

Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the “Solid Waste Services for Valencia County RFP”, should reference “RFP #VCR-FY17-010” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee will select and the Procurement Manager will notify Finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers

Finalists Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Proposal Presentations

Finalist Offerors will be required to make an oral presentation to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Finalist Offeror Notification Letter.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners. Any contract awarded shall be awarded to the responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP in accordance with Section 13-1- 117 NMSA 1978.

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above or as of the date provided in the award notification letter. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Valencia County Purchasing
Attn. Michelle Romero, County Purchasing Agent
444 Luna Avenue, Suite 100A
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the Contract Manager.

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the 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 remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I 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, the Chief Procurement Officer shall examine the Offeror's 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 continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

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

11. Sufficient Appropriation

NOT APPLICABLE.

12. Legal Review

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

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico, and venue for any action arising from this solicitation or the resultant contract shall lie in the Thirteenth Judicial District in Valencia County.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

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

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Confidentiality

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

27. 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.

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal (Binder #1 and Optional Binder #2) to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

In addition, Offerors shall deliver one(1) labeled Compact Disk (CD) or removable drive (Flash Drive) containing the contents of Binder 1 and Binder 2 in Microsoft Word format. The CD or Flash Drive shall be placed in the binder marked "Original".

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization and Contents – Binder #1- Mandatory

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Resident Veterans Preference Certificate (If applicable. See Section I.F. and Appendix F.)
- d. Table of Contents
- e. Cost Response Form* (See Appendix C) in a sealed and labeled envelope , ONE COPY PLACED IN THE BINDER MARKED "ORIGINAL"
- f. Campaign Contribution Disclosure Form* (See Appendix E) in a sealed and labeled envelope ONE COPY PLACED IN THE BINDER MARKED "ORIGINAL"

- g. Proposal Summary (Optional)
- h. Response to Specifications
- i. Other Supporting Material (Optional. See Section III.C.2., below)

*Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed rates or fees must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Other Supporting Materials – Binder #2 - Optional

Offerors may attach other materials which they feel may improve the quality of their responses in Binder #2. If referenced from a response to a specification, the materials will be reviewed by the members of the Evaluation Committee and scored accordingly.

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 origin, the date established, location of headquarters office, the number and location of employees and a description of types of services offered.

- b. Offerors shall state their agreement to establish and maintain for the term of the contract a business location with customer service office and a service equipment storage facility within the boundaries of Valencia County. If an office and servicing facility have already been established in the County, state the location of the facilities. Otherwise, a statement of concurrence is required.
- c. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and they will not become delinquent in payment of their property obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Proposals that fail to comply with the certification requirement will be considered non-responsive and excluded from further consideration. A statement of concurrence is required.
- d. Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required
- e. Offerors shall list, if any, all current contractual engagements with governmental entities as well as other contracts completed. The listing shall include the contract number, contract term, and name of the contracting entity, plus the name, address and telephone number of the contact person for the entity followed by a description of the services provided for each engagement.

3. Proposal Presentation (25 Points)

If selected as a finalist, Offerors agree to present their proposal to the Evaluation Committee. The Offeror's proposed contract manager and other contractor Key Personnel should attend and be presented to the Evaluation Committee. Further instructions will be provided in the finalist notification letter. A statement of agreement and concurrence is required.

4. Campaign Contribution Disclosure Form (0 Points)

Offerors shall complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Charles Eaton; BCC Vice-Chair Jhonathan Aragon; Commissioners Helen Y. Cole, Billy Ray Martinez and David Hyder; Assessor Michelle Garcia-Milam; Clerk Peggy Carabajal; Probate Judge Jamie Goldberg; Sheriff Louis Burkhard and Treasurer Deseri Sichler.)

5. Cost to Resident/Customers (0 Points)

Offerors shall agree to keep costs to residents/customers for the use of the facility and for garbage and trash collection fixed annually, and shall be adjusted in accordance with the CPI (Consumer Price Index) for garbage and trash collection on the anniversary date of the contract. A statement of agreement and concurrence is required.

6. Performance Bond and Liability Insurance (0 Points)

- a. Offerors shall submit, with their proposal, proof of their ability in the form of a letter from a bonding company to secure a performance bond in the amount of one million dollars (\$1,000,000.00). Offeror must ALSO agree to provide a performance bond, in the amount of one million dollars (\$1,000,000.00), within the stated time as specified in the contract, after contract award by the Valencia County Board of County Commissioners, if an award offer is made to them. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract.
- b. Offerors shall also submit, with their proposal, proof of their ability in the form of a letter from an insurance company or an insurance policy declarations page to secure a liability insurance policy with the minimum coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and must agree to provide a valid liability insurance policy as specified the contract, Appendix B, Paragraph 49.

7. Financial Stability (0 Points)

- a. Offerors shall submit copies of their organization's independently-audited financial statements for the preceding three (3) years. The financial statement submitted must be solely for the Offeror. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. Dun & Bradstreet Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror.
- b. The submissions shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the

financial statements. If independently audited financial statements do not exist for the offeror, the offeror shall state the reason and instead submit sufficient information to enable the Evaluation Committee to determine the financial stability of the offeror. Financial statements and company sensitive information provided may be marked confidential.

- c. Offerors shall provide a statement as to whether there is any pending litigation against the Offeror which may impair the Offeror's performance in a Contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors assigned to the contract have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.
- d. The Evaluation Committee reserves the right to require the Offeror to submit additional financial information it believes is necessary to complete its evaluation.

8. Conejo Site Improvements and Operation (0 Points)

Offerors shall agree to design and construct, at their expense, improvements to the existing Conejo site. At the end of the contract period, contract awardee must return the Conejo site with all improvements, fixtures and furnishings to Valencia County at no additional cost to the county. In addition, Offerors shall agree to operate the Conejo facility for the duration of the Agreement. A statement of agreement and concurrence is required.

9. Permits and Compliance (0 Points)

Offerors shall agree to be responsible for all environmental and construction permits and compliance issues. A statement of agreement and concurrence is required.

10. Monthly Service Charge (275 Points)

Offerors shall complete and submit the Cost Response Form at Appendix C. State gross receipts and local option taxes (if any) shall not be included in the proposed Monthly Service Charge.

11. Residential Road-Side Waste Pickup (50 Points)

Offerors shall describe, in narrative form, how they propose to provide regularly scheduled residential road-side waste pickup for all residents living in unincorporated areas of Valencia County. Areas non-conducive to roadside collection shall be addressed. The response should be tailored to the needs of Valencia County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

12. Recycling Option (10 Points)

Offerors ~~shall~~ **should** describe, in narrative form, how they propose to provide optional road-side recycling capability for all residents living in unincorporated areas of Valencia County. The response should be tailored to the needs of Valencia County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

13. Recycling Drop Offs (25 Points)

Offerors shall describe, in narrative form, the proposed locations of the recycling drop offs and the types of recycling materials that will be accepted at no additional charge to all residents/customers. The response should be tailored to the needs of Valencia County. Illustrative materials may be included if desired.

14. Improvements and Operation of Existing Conejo Solid Waste Facility (250 Points)
(75 Points + 175 Points for Conejo Tipping Fees listed in Appendix C = 250 total Points)

Offerors shall provide renderings and a narrative reflecting the design and construction improvements to be made to the existing site to accommodate the mandatory requirements as well as any additionally proposed improvements. The mandatory improvements include provision for 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. Said improvements must be complete and functioning within the first nine months of the contract effective date. Offerors are encouraged to propose an earlier improvements completion date, if possible. **The offeror should also provide a transition plan for the efficient and effective transition of operational responsibilities for the facility from Valencia County to the offeror.**

The offeror should also describe the operation of the facility including, but not limited to tipping fees, as reflected on Appendix C, recycle drop offs, proposed staffing, days of the week and hours of operation subject to NMED permitting limitations, if applicable. The offeror should describe how the site will be usable and in operation during the construction of improvements. Illustrations shall be included to support the offeror's narrative.

15. Fiscal Management (25 Points)

Offerors shall describe, in narrative form, how they will manage fiscal operations with a focus on billing, payment collections and collection/management of past due accounts. Offeror should also describe how they will make provision and allow for County oversight of their fiscal management.

16. Equipment Currently Available (25 Points)

Offerors shall describe, in narrative form, the equipment they currently have available to perform the services required by this solicitation. Offerors should also describe what additional equipment will be required to properly service Valencia County, how and when they plan to acquire it. The response should list the different types of equipment being proposed for use for this contract.

17. Citizen Outreach and Education (30 Points)

Offerors shall describe, in narrative form, how they propose to implement a no-cost program of citizen outreach and education designed to educate citizens on the proper management and disposal of residential waste as well to reduce the incidence of illegal waste dumping. Offerors are encouraged to include sample fliers, announcements, web site contents or advisements in their proposals.

18. Support for Community Clean-Up Events (25 Points)

Offerors shall describe, in narrative form, how they propose to support six (6) community clean-up events annually at no cost to the County. These events will be designed to clean up illegal dump sites. The response should include recommended locations, time of the year and County resources required for a successful event as well as resident outreach.

19. Bulk Item Pick-Up (25 Points)

Offerors shall describe, in narrative form, how they propose to provide up to two (2) bulk item pick-ups per calendar year, upon customer request, at no additional cost to the customer.

20. Indigent Program (50 Points)

Offerors shall describe, in narrative form, how they propose to support and administer a program to assist indigent customers. At a minimum, offerors should address the criteria to qualify for the program, the monthly charge reduction(s) and/or reduced service, if applicable.

21. Management and Operation Plan (25 Points)

Offerors shall provide a detailed management and operation plan that describes how they will prepare for and carry out the requirements of the contract for road-side waste collection, management and disposal. The management and operation plan should include a schedule of events, dependencies and assumptions. The plan should also describe what is needed/expected from the County and when those things are needed to make the effort successful. Offerors should assume a contract effective date of August 1, 2017.

- a. Offerors should include the following:
 - Plan Organization Chart including accountability and lines of

- authority;
 - Staffing (include location(s);
 - Management and Reporting;
 - Quality Assurance Measures and Procedures
- b. The plan should clearly identify the proposed roles and responsibilities of every subcontractor(s) who may be involved in the proposal.
- c. The plan should clearly identify all contractor resources and requirements as well as any County personnel that may be required.
- d. The organization chart should include the name and title of each person proposed as Key Personnel as well as a description of the individual's proposed job duties, role and/or responsibilities.
- e. The plan should thoroughly address the staffing and operation of its proposed customer service office supporting new and current customers, location of the office, hours and days the office is open for service.
- f. The plan should include the proposed or current location of the customer service office and service facility (equipment storage) within the County.

22. Conejo Improvements Project Plan (25 Points)

- a. The Offeror's proposal shall include a preliminary work plan for completion of Conejo improvements.
- The work plan must include all tasks necessary for a successful completion of the proposed improvements.
 - The work plan must clearly identify all Offeror (including subcontractors) resources required to successfully complete the project.
 - The preliminary work plan shall be **developed** ~~submitted~~ using Microsoft Project. **Submit a printed copy in the proposal.**
 - The organization chart should include the name and title of each person proposed as Key Personnel as well as a description of the individual's proposed job duties, role and/or responsibilities.
 -
- b. The project plan should include dependencies and assumptions. It should also describe what is needed/expected from the County and when those things are needed to make the effort successful. Offerors should assume a contract start date of August 1, 2017.

23. Electronic and Household Hazardous Waste (25 Points)

Offerors shall describe, in narrative form, how they propose to support two (2) electronic and household hazardous waste events per calendar year at no additional cost to the County. The response should include recommended locations, time of the year and County resources required for a successful event as well as resident outreach.

24. Contract Terms and Conditions (0 Points)

In accordance with Paragraphs found in Section II.C.15 and Section II.C.16, Offerors agree to review the Contract Terms and Conditions (Appendix B) and submit proposed specific, alternate language in their proposals if they have an objection to any provision therein. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered. In addition, Offeror's shall submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. A statement of agreement and concurrence is required along with any requested changes.

B. DESIRABLE REQUIREMENTS

1. Convenience Waste Facilities within Valencia County (10 Points)

Offerors should describe, in narrative form, how they would support the establishment of convenience Waste Facilities in various locations in the unincorporated areas of the county where residents could drop off household waste. The proposed centers may be a facility similar to Conejo in function or simply the placement of collection bins at various County owned locations. At a minimum, offerors should address potential location(s), how the locations will be serviced and the cost to the County, if any.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Company Information and Experience	100
IV.B.3	Proposal Presentation	25
IV.B.4	Campaign Contribution Disclosure Form	0*
IV.B.5	Cost to Resident/Customers	0*
IV.B.6	Performance Bond	0*
IV.B.7	Financial Stability	0*
IV.B.8	Conejo Site Improvements and Operation	0*
IV.B.9	Permits and Compliance	0*
IV.B.10	Monthly Service Charge	275
IV.B.11	Residential Road-Side Waste Pickup	50
IV.B.12	Recycling Option	10
IV.B.13	Recycling Drop Offs	25
IV.B.14	Improvements and Operation of Existing (“Conejo”) Waste Facility	250
IV.B.15	Fiscal Management	25
IV.B.16	Equipment Currently Available	25
IV.B.17	Citizen Outreach and Education	30
IV.B.18	Support For Community Clean-Up Events	25
IV.B.19	Bulk Item Pick-Up	25
IV.B.20	Indigent Program	50
IV.B.21	Management Operation Plan	25
IV.B.22	Conejo Improvements Project Plan	25
IV.B.23	Electronic and Household Hazardous Waste	25
IV.B.24	Contract Terms and Conditions	0
IV.C.1	Convenience Waste Facilities within Valencia County	10
TOTAL		1,000

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.1 below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points) Pass/Fail only.

2. Company Information and Experience (100 Points)

Points will be awarded based on the strength and clarity of the offeror's response as well as the level(s) of complexity associated with the experience indicated and the apparent success described by the offeror. Additional points will be given to offerors that can provide evidence, especially independent evidence, of that success. Proposals received will be compared to each other as part of the scoring process.

3. Proposal Presentation (25 Points)

Points will be awarded based on the quality, content and logic of the offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee.

4. Campaign Contribution Disclosure Form (0 Points) Pass/Fail only.

5. Cost to Resident/Customers (0 Points) Pass/Fail only.

6. Performance Bond (0 Points) Pass/Fail only.

7. Financial Stability (0 Points) Pass/Fail only.

8. Conejo Site Improvements and Operation (0 Points) Pass/Fail only.

9. Permits and Compliance (0 Points) Pass/Fail only

10. Monthly Service Charge (275 Points)

Points will be awarded based on the proposed monthly fee indicated on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Monthly Charge Per Household}}{\text{This Offeror's Proposed Monthly Charge Per Household}} \times 275$$

11. Residential Road-Side Waste Pickup (50 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. How areas non-conducive to roadside collection are addressed will be included in the evaluation.

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)~~
(75 Points + 175 Points for Conejo Tipping Fees listed in Appendix C = 250 total 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. **(75 Points)**

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

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Tipping Fees}}{\text{This Offeror's Proposed Total Tipping Fees}} \times (175 \text{ Points})$$

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)

Points will be awarded based on the strength and clarity of the offeror's response, the ease of access to the information by citizens, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

18. Support for Community Clean-Up Events (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the level of support provided, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

19. Bulk Item Pick-Up (25 Points)

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

20. Indigent Program (50 Points)

Points will be awarded based on the strength and logic of the offeror's response, the specificity of the qualifying requirements, the administration of the program and the extent of the level(s) of discounted fees and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

21. Management Operation Plan (25 Points)

Points will be awarded based on the depth and breadth of the plan provided, the clarity of the plan, the perceived likelihood of success, and the utility of the plan as a contract management tool by the County during the life of the contract. Proposals received will be compared to each other as part of the scoring process.

22. Conejo Improvement Project Plan (25 Points)

Points will be awarded based on the depth and breadth of the plan provided, the clarity of the plan, the perceived likelihood of success, and the utility of the plan as a contract management tool by the County during improvements phase of the contract. Proposals received will be compared to each other as part of the scoring process.

23. Electronic and Household Hazardous Waste Events (25 Points)

Points will be awarded based on the strength and clarity of the offeror's response, the level of support provided, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

24. Contract Terms and Conditions (0 Points)

Any proposed changes will be reviewed by County staff and counsel.

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Convenience Waste Facilities within Valencia County (10 Points)

Points will be awarded based on the strength and logic of the offeror's response, the level of support indicated, how specific the response is as far as goals to be achieved and the perceived likelihood of success. Additional points will be awarded to offerors that provide specifics as opposed to vague statements and generalities. Proposals received will be compared to each other as part of the scoring process.

D. EVALUATION PROCESS

1. Initial Review

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement may be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident/Veteran Business Preference

Points will be awarded based on Offerors providing a copy of a current Resident Business Certificate or Resident Veterans Certificate. More specifically, the preference will be provided to those Offerors that provide a valid Resident Business Preference Certificate or a valid Resident Contractor Certificate (as appropriate) or a Resident Veterans Preference Certificate (or both) with their proposal.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the VBC, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

SOLID WASTE SERVICES FOR VALENCIA COUNTY

Valencia County RFP #VCR-FY17-010

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F and the Procurement library.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than April 27, 2017.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ 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.

Please return to:

Michelle Romero
Valencia County Purchasing
444 Luna Ave, Suite 100A
Los Lunas, NM 87031
Phone: (505) 866-2005
Fax: (505) 866-2424
E-mail: michelle.romero@co.valencia.nm.us

VALENCIA COUNTY

Contract No.VCR-FY17-010

THIS AGREEMENT is made and entered into by and between the County of Valencia, Board of County Commissioners (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Contractor").

Findings.

1. **Collection.** The County finds that uncontrolled, inadequately controlled and improper collection, transportation, and disposal of solid waste:
 - 1.1. is a public nuisance and a clear and present danger to the people;
 - 1.2. provides harborages and breeding places for disease-carrying injurious insects, rodents and other pests harmful to the public health, safety and welfare;
 - 1.3. constitutes a danger to livestock and domestic animals;
 - 1.4. decreases the value of private and public property, causes pollution, blight and deterioration of the natural beauty and resources of this community and has adverse economic and social effects on the community and its residents.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.
2. **Taxes; Rate Adjustments.**
 - 2.1. **Taxes.** The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s). Contractor must take all actions as are necessary to ensure that New Mexico Gross Receipts Tax collected under the terms of this Agreement shall be credited to Valencia County.
 - 2.2. **CPI Adjustments.** On each anniversary of the Commencement Date (the "Adjustment Date"), Contractor's rates set forth in the Rate Schedule in Attachment 2, as adjusted hereunder, shall be automatically adjusted by the percent change in the average of the Consumer Price Index described below ("CPI") for the 12-month period ending the previous January, compared to the next previous January to January period. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the County of the CPI adjustment to take effect on the Adjustment Date and shall provide the County with

its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. For example, a CPI adjustment occurring on April 1, 2018 would be calculated as follows:

(Average CPI index amount for January 2017 to January 2018 – Average CPI index amount for January 2016 to January 2017)/ Average CPI index amount for January 2016 to January 2017 = Percent Change

Percent Change * Contractor rate = change in applicable rate

The index to be used for any such CPI calculation is the "Garbage and trash collection" sub-index found within the "Water and sewer and trash collection services" sub-index found within the "Fuels and utilities" sub-index which appears within the Housing" index of "Consumer Price Index for All Urban Consumers (CPI-U)", Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently be found by going to: "<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column. These requirements and limitations shall continue to apply should the U.S. Department of Labor change their web site such that these directions are rendered invalid.

- 2.3. **Additional Rate Adjustments** The contractor may from time to time request an adjustment to the rates set forth in Attachment 2 plus any CPI adjustments to recover increases in the cost of operations for circumstances that are not within the reasonable control of the Contractor. Such circumstances may include, but are limited to: 1) a change in Contractor's operation due to Force Majeure (as defined in Paragraph 29 below); 2) any change in law, statute, rule, regulation, ordinance, order, permit condition, or requirement of any Federal, State, regional, or local government that is effective after the date of this Agreement, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon the waste collection or disposal; or 3) changes in the scope or method of operations provided by Contractor required, initiated, or approved by the County. The Contractor's request shall include a report detailing the increased expenses associated with performance. The County will process such request in a reasonable and timely manner and approval of such a request shall not unreasonably be withheld.
3. **Term.** This Agreement shall commence on the Effective Date and continue, unless terminated pursuant to Section 4, until eight (8) years from the Commencement Date. The Commencement Date, _____ 1, 2017, is the date on which Contractor shall commence services hereunder. In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.
4. **Termination.**

- 4.1. If, through any cause other than a force majeure, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement pursuant to Section 4.2 and 4.3 below. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.
- 4.2. **Default.** In the event of any material failure or refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement, the County Manager and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within five (5) business days, the County shall have the right to terminate this Agreement if:
 - 4.2.1. following the five-day meeting period above, the County shall have given written notice to Contractor specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor, and
 - 4.2.2. Contractor fails to take reasonable steps to commence to correct the same within ten (10) days from the date of the notice given by County under Section 4.2.1 and Contractor thereafter fails to diligently continue to take reasonable steps to correct such default.
- 4.3. **Termination.** Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the County as provided above, this Agreement shall be of no further force and effect unless the County elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.
- 4.4. **Termination Management.** Immediately upon receipt by either the County Manager or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any County owned personal property or equipment provided to the Contractor shall be returned to the County upon termination and shall be submitted to the County as soon as practicable.
5. **Appropriations.** This section is NOT APPLICABLE to this Agreement.
6. **Status of Contractor.** The Contractor and its agents and employees are independent contractors performing services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.
8. **Subcontracting.** Notwithstanding subcontractors described in its proposal, the Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County Manager. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.
9. **Release.** This section is NOT APPLICABLE to this Agreement.
10. **Confidentiality.** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
11. **Product of Service -- Copyright.** This Section is NOT APPLICABLE to this Agreement.
12. **Conflict of Interest; Governmental Conduct Act.**
 - 12.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.
 - 12.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 12.2.1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

12.2.2. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

12.2.3. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

12.2.4. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

12.2.5. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

12.3. Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the Effective Date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

12.4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12.

13. **Amendment**. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. **Merger.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
15. **Penalties for violation of law.** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
17. **Applicable Law.** In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.
19. **Records, Financial Audit and Inspection.** The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The County has the right to inspect any facility at any time.
20. **Disclaimer and Hold Harmless.** Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and

attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.
22. **Invalid Term or Condition.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
23. **Enforcement of Agreement.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
24. **Authority.** If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.
25. **No Additional Competition Allowed.** The Contractor shall not, nor permit any agent, employee, or subcontractor employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse except compensation as may herein be provided by the Agreement or as permitted herein.
26. **Contractor's Personnel.**
 - 26.1. The Contractor shall employ and retain supervisors and employee who are experienced and qualified to assure performance of this Agreement.
 - 26.2. The Contractor shall provide adequate operating and safety training for all of its employees and personnel.

- 26.3 The Contractor shall furnish, upon request of the Contract Manager, information not otherwise protected by law concerning the background and work-related experience of any supervisor, agent or employee of the Contractor.
27. **Survival.** The agreement paragraph titled “Indemnification” shall survive the expiration of this agreement.
28. **Succession.** This agreement shall extend to and be binding upon the successors and assigns of the parties.
29. **Force Majeure.** A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
30. **Mediation.** In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.
31. **Notice to Proceed.** It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.
32. **Attorney's Fees.** In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.
33. **Cooperation.** All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.
34. **Incorporation and Order of Precedence.** Request for Proposals No. VCR-FY17-010 and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the responses to questions and answers from the Request for Proposal; then
4. the Request for Proposals; then
5. the Contractors Best and Final Offer(s), in reverse chronological order; then
6. the contractor's proposal; then
7. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

NOT APPLICABLE.

36. Performance Bond.

36.1. Contractor shall furnish within _____ days after the effective date of this Agreement a bond in a form to be prescribed and approved by the County, payable to the County and conditioned upon Contractor faithfully performing all of the collection and disposal requirements of this Agreement. Said bond must be in the amount of one million dollars (\$1,000,000), and must remain in place for the duration of the agreement.

36.2. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this Agreement, Contractor shall furnish a performance bond in the same amount, or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond.

36.3. This Agreement shall be subject to termination by the County at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the County six (6) months prior to the effective date of said cancellation. The Agreement will not be terminated if, within thirty (30) days of such notice, Contractor files with the County a similar bond to be effective for the balance of the contract period.

37. Liability Insurance. Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

38. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Valencia County

Danny Monette, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor:

39. **Interface with Local Solid Waste Ordinances.** County and Contractor shall comply with the terms of any County ordinance relating to solid waste and/or disposal management. All terms and phrases used in this Agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.
40. **County Solid Waste Ordinance.** The County agrees to make such modifications to its Solid Waste Ordinance as shall be necessary to implement the terms of this Agreement where determined to be necessary by the County, including any continuing modification of said Solid Waste Ordinance during the term of this Agreement and any optional extension hereof.
41. **Quality of Service Study.** The County may conduct a quality of service survey annually or at such time periods as the County deems reasonable. Contractor will pay up to \$1,000.00 if requested for the cost of the survey. The Contract Manager will coordinate the preparation of the survey with Contractor, who may provide input into the questions in the survey.
42. **Areas to be Served; Routes, Schedule.**
- 42.1. Areas to be Served. Service shall be provided to all areas within the unincorporated limits of the County and any tracts, territories and areas hereafter annexed to, or acquired by the County.
- 42.2. Routes and Schedule of Collections. Contractor shall provide the Contract Manager with schedules of residential collection routes, and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Contractor shall so notify each consumer affected, in a manner and time as is reasonable.
- 42.3. Areas non-conducive to roadside collection will be addressed as follows:
insert from Contractor's proposal.
43. **Waste Facility Registration.** The Contractor is responsible for registration, renewal, and/or permitting of any of the waste facilities the Contractor operates as a requirement of this Agreement. Registration and/or permitting will be maintained in accordance with State regulations.
44. **Hours of Collection.** Normal hours of collection shall be as specified below. Exceptions will be approved by the Contract Manager only when necessary to complete collection of a route

due to unusual circumstances. Residential collection shall be between the hours of 7:00a.m. to 6:00 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.

45. **Collection Holidays.** Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Thanksgiving, and Christmas. If Contractor observes the above listed holidays as non-collection days, then collection shall occur on the next day of the week and all other collection days shall be pushed by one day hence. The suspension of collection service on any designated holiday in no way relieves Contractor of the obligation to provide collection service at least once per week. Extending the hours of collection to meet this obligation is subject to the Contract Manager's approval.
46. **Operations; Necessary Equipment and Containers; Repair and Maintenance.** Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's standards and meet all Department of Transportation ("DOT") standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear at a minimum the name and telephone number of Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least three (3) inches high. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste.
- 46.1. All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned and deodorized or maintained in a sanitary and non-offensive condition.
- 46.2. Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
- 46.3. Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. Contractor shall be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third parties. Contractor will bill customers for destroyed or damaged equipment that was caused by the customer's negligent treatment of equipment, such as burned or destroyed carts or dumpsters.
- 46.4. Contractor may make private collections with the same vehicles used for collections under this Agreement, provided that such use in no way impairs the delivery of service required under this Agreement.

47. **Inspection of Equipment.** Contract Manager shall have the right to inspect all vehicles, equipment and containers used by Contractor in carrying out the requirements of this Agreement. Contractor shall promptly perform all corrections of conditions found to be in violation of any County Ordinances or state or federal laws.
48. **Landfill/Disposal Site.** All waste is to be taken to a registered or permitted facility.
49. **Insurance.** Contractor shall maintain in full force and effect throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employer's liability coverage will be required of Contractor and any subcontractor for any class of employee engaged in work under this Agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the County and authorized to do business in the State of New Mexico.

Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Within _____ days after the effective date of this Agreement, Contractor shall furnish the County with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policies shall not thereafter be canceled, permitted to expire, or changed without sixty (60) days advance written notice to the County (10 days for non-payment of premium).

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$1,000,000 Each accident \$1,000,000 Disease - Each employee \$5,000,000 Disease - Aggregate
General Liability:	
Bodily Injury and Property Damage	\$5,000,000 Each Occurrence/\$6,000,000 aggregate
Excess Umbrella Coverage	\$10,000,000 each occurrence/\$10,000,000 aggregate
Environmental Pollution:	
Gradual and Sudden Releases Into Environment	\$2,000,000 Each Occurrence \$5,000,000 Aggregate

Contractor shall name the County as an additional insured, and shall insure the County in the same general terms and to the same general effect as any agreement of Contractor, to indemnify and hold harmless the County. Insurance limits and coverage requirements shall be reviewed at annual intervals from the effective date hereof, and may then be adjusted at the option of the County. The County shall not require an increase greater than the average insurance coverage required by Counties of similar size in the southwest United States. All policies must contain a provision requiring the insurer to notify the County at least sixty (60) days prior to cancellation of any policy (10 days for non-payment of premium). The County,

its officers or employees will not be responsible for any claims or actions occasioned by the failure of Contractor to comply with the provisions of this paragraph.

50. **Lawsuits/Litigation.** Contractor shall pay any judgment which may be obtained against the County either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or nonperformance by Contractor of the terms of this Agreement. If the County alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by County and Contractor shall appear and defend such action unless caused solely by the negligence of the County.
51. **Compliance with Law.** In its performance of the terms and conditions of this Agreement, Contractor shall comply with all County, state and federal laws, ordinances and regulations which are now or which may hereafter regulate the activities, which are the subject of this Agreement. Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the County and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.
52. **Exclusive Right; Exclusion.** The County does hereby grant to Contractor, and Contractor shall have, the exclusive duty, right and privilege to collect and dispose, or otherwise handle, all residential Solid Waste, Recyclable Materials, and Bulky Goods (as these terms are defined in NMSA 1978, Section 74-9-3 (1990)) generated, deposited, accumulated or otherwise coming to exist in the unincorporated areas of the County ("Contract Area"). All residential premises, including multi-family complexes, within the Contract Area shall be encouraged by County to utilize the collection services of Contractor provided hereunder. However, nothing in this Agreement shall prevent the owner or occupant of any residential premises from personally transporting Solid Waste or Recyclables generated said premises for purposes of disposing of the same at an authorized disposal area or transfer station. Such exclusive right shall not preclude the County from engaging in community or illegal dump cleanups of generated, deposited, accumulated or other residential solid waste otherwise coming to exist in the unincorporated areas of the County, or otherwise engaging any Contractor to conduct such activities on its behalf.
53. **Reporting** The Contractor shall provide a formal written monthly status report delivered to the Contract Manager. The format shall be approved by the Contract Manager prior to issuance of the first (1st) status report. The status reports shall include, but not be limited to, the following:
- 53.1. Overall completion status of each outstanding deliverable in terms of the approved work plan and schedule;
 - 53.2. Accomplishments during the period.
 - 53.3. Upcoming Milestones, completed Milestones, slipping Milestones;

- 53.4. Problems encountered and proposed/actual resolutions;
- 53.5. What is to be accomplished during the next reporting period;
- 53.6. Issues that need to be addressed;
- 53.7. Usage statistics as follow:
 - Number of households served
 - Number of households that are delinquent
 - Number of tons accepted at the Conejo waste facility
 - Number of tons collected from recycle bins
 - Number of complaints received
 - Number of unresolved complaints
 - Results of community collection events, if applicable
 - Additional items requested by the Contract Manager

54. Liquidated Damages

Recovery of Damages. The County may draw upon Contractor's performance bond or any other instrument of performance assurance to pay compensatory, liquidated, and other available damages. 1. Compensatory. County may seek compensatory damages, including, but not limited to, amounts equal to any franchise fees, liquidated damages or other amounts that Contractor has paid to County but that are subsequently recovered from County by a trustee in bankruptcy as preferential payments or otherwise. 2. Liquidated. The parties acknowledge: (1) County incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of recycling and compliance with solid waste mandates; (2) Consistent and reliable franchise services, including collection of putrescible wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well-being of residents and businesses in County; and (3) The following liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

- 54.1. The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages. It is agreed that the County may draw upon Contractor's performance bond or any other instrument of performance assurance, the following amounts as liquidated damages for each infraction:

- 1. Collection of residential solid waste prior to _7:00 a.m. or after_____ 7:00 p.m. \$300.00 each case.
- 3. Legitimate Complaints- (Over twenty (20) per month). \$50.00 each additional legitimate complaint. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the County may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the County Manager whether received in person, by mail, by e-mail or telephone. The Contractor agrees to furnish a monthly report by the 15th of the following month, listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 5:00 p.m. that day. Complaints received after 12:00

noon shall be serviced before 12:00 noon the following calendar day. For each month in which the number of legitimate complaints reaches twenty (20) or more for any cause the County shall be entitled to claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the County Manager shall be final.

4. Failure to clean vehicles and maintain in good working condition. \$50.00 each vehicle per occurrence.
5. Failure to keep vehicles closed or covered. \$50.00 per occurrence.
6. Loaded vehicles left standing on the road unnecessarily. \$50.00 per occurrence.
7. Failure to pick up "Special Collection Solid Waste" within seventy-two (72) hours. \$50.00 each case.
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 holidays. The Contractor shall operate the office, with a local, toll-free telephone number. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the Contractor's personnel during times of residential service routes. The Contractor shall provide a 24-hour "live" telephone service for use by the County in the event of an emergency.

57. Complaint Procedure

57.1 The Contractor shall employ a sufficient number of personnel to answer all complaints from the public concerning Service of the Contractor and shall equip the office with a telephone system, which shall include and automatic telephone answering device or answering service for processing complaints of the public during non-business hours. Contractor shall also keep a telephone listing in the telephone directory, County website, Contractor website and post on office, signs, trucks, bins, containers and dumpsters and provide contract information calendars and route maps for customer service.

57.2. All complaints shall be promptly investigated as soon as possible and in any event within 24 hours, and resolve as quickly as feasible and practicable. Contractor shall have available at all times, competent personnel who shall have the authority to represent the Contractor and its relations with the County and public. The contractor shall supply the County with a summary of all complaints on a form approved by the Contract Manager is submitted monthly with its monthly reports as set forth in Paragraph 53. Additional information reasonably available to the Contractor regarding complaints shall be furnished to the Contract Manager upon request. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced no later than the next working day.

57.3 The Contractor agrees to advertise in the local news media periodically advising residents of the County of the special pickup services made available to the public by the Contractor.

58. Contract Manager The County has appointed a Contract Manager for this Agreement who shall be the official contact between the Contractor and the County in all matters concerning this Agreement. All events, problems concerns or requests affecting this Agreement shall be reported by the Contractor to the Contract Manager in a timely manner. Periodic reports shall be delivered to the Contract Manager as well as requested changes to the Scope of Work, service routes, staffing or the use of subcontractors. The Contract Manager is [Name or Title].

59. Service Facility The Contractor shall establish and maintain a facility at which it stores its equipment within the boundaries of Valencia County at a location approved by the County Manager to support the waste collection services provided to Valencia County under the terms and conditions of this Agreement.

60. Collection Equipment

60.1 The Contractor shall use only serviceable collection equipment. Equipment serviceability shall be determined by the County Manager. Packer trucks shall completely, adequately and fully accommodate the use of approved, covered, commercial type refuse containers, for collection from large residential units. Contractor agrees to meet State Air Pollution Emission Standards as they apply to equipment.

60.2 All trucks used in collecting refuse shall be thoroughly cleaned at least once each week and deodorized or disinfected when necessary to maintain such equipment in a sanitary and non- offensive condition. Refuse material shall be handled in accordance with all requirements of the EPA and/or state requirements. All Trucks shall be maintained to prevent hydraulic and engine oil leaks. All truck bodies shall be maintained to prevent any "truck trash juice" leakage.

60.3 All trucks and collection equipment shall be clearly identified with the Contractor's firm name and telephone number affixed thereto. Collection trucks shall be painted uniform colors and shall be equipped with such safety devices and warning lights as shall be required by New Mexico law or County ordinances. Each collection truck shall be equipped with a shovel and a broom for picking up spilled refuse. All vehicles shall be equipped with a fire extinguisher and appropriate first aid kit.

60.4 The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse his title or right of possession in and to any real or personal property used in the performance of this Agreement without replacing such property with property of comparable value for use in performance of the work required. Any attempt to do so without such permission shall constitute a material breach of the Agreement.

60.5 The Contractor shall properly maintain all Contractor-owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, these items of equipment will be replaced as provided in subsection 61.4 above.

60.6 The Contractor shall provide to each residential customer one 96-gallon wheeled Polycart container with a hinged lid.

61. Maintenance of Containers

- 61.1 The Contractor shall service and replace, at no cost to customer or the unsightly, inoperable or damaged refuse bins and containers. Repair work will be done in a timely manner and Contractor will insure they are returned to the proper operating order.
- 61.2 The Contractor shall be entitled to seek restitution for all service and replacement costs occasioned by the negligent or intentional acts of third parties.

62. Community Clean Up Programs

- 62.1 The contractor shall participate in ____ Clean-Up Weekends each year, the dates of which are to be determined by the County Manager and provided to the Contractor at least 60 days in advance.
- 62.2 A Clean-Up weekend shall consist of a Saturday and Sunday from 8:00 a.m. to 3:00 p.m. and shall be at sites provided by the County and available only to the residents of the County.
- 62.3 The Contractor shall furnish, deliver, transport, and pick up a maximum of ____ 30-yard metal containers for each event.
- 62.4 The Contractor shall assist the Contract Manager in marketing and bringing public awareness to the event by providing event marketing.
- 62.5 The Contractor will be responsible for moving all collected refuse off the County's site within twenty-four (24) hour of the end of the event.
- 62.6 The Contractor may provide a technical representative to identify acceptable refuse.

63. Household Hazardous Waste Program

- 63.1 The Contractor shall participate in two Household Hazardous Waste days each year, the dated of which shall be determined by the County Manager and provided to the Contractor at least 60 days in advance.
- 63.2 A Household Hazardous Waste day shall consist of a Saturday from 9:00 a.m. to 1:00 p.m. and shall be at site(s) provided by the County.
- 63.3 The Contractor shall provide qualified personnel to evaluate household hazardous waste streams and to assist the County in the on-site organization of collected materials.
- 63.4 The Contractor shall assist the Contract Manager in the marketing and bringing public awareness to the Household Hazardous Waste Program by providing marketing of the event.

64. Electronic Waste Program

- 64.1. The Contractor shall participate in two Electronic Waste days each year, the dates and hours of operation of which are to be determined by the County Manager and provided to the Contractor at least 60 days in advance.
- 64.2. The Contractor shall furnish 30-yard metal containers as needed for designated site(s)
- 64.3 The Contractor shall assist the County in marketing and bringing public awareness to the Electronic Waste Program.
- 64.4 **Insert disposal procedures from the Contractor's proposal**

65. Mobilization Within ____ days after the effective date of this Agreement, the Contractor agrees to provide the Contract Manager updated plans and schedules for the mobilization and operation of the waste collection, operation of the Conejo waste transfer facility and the improvements thereto.

66. Operation and Management of Conejo Collection Center. The Contractor shall be afforded a nonpossessory interest in the Conejo Collection Center, and assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility for the term of this Contract. Additionally, the Contractor shall complete construction improvements within ____months from notice to proceed, and offer optional recycling drop off area(s) to each resident served at no additional cost. The Contractor will be fully responsible for all fiscal aspects of the operation of Conejo, including but not limited to tipping fees for disposal, and permitting of the Conejo facility and will retain all revenues generated therefrom.

66.1 Utilities. Contractor will pay for the extension of all necessary utilities to the Conejo Collection Center and will pay promptly all utility charges which may be incurred in connection with the operation of the facility, and will hold the County harmless therefrom. Contractor will pay all costs associated with the acquisition of utility meters and utility service to the facility.

66.2 Maintenance and Improvement. Contractor will keep the Conejo Convenience Center in good order, repair and condition. Contractor will make all repairs to, and renewals and replacements, necessary to keep the convenience center in good order. Contractor may make any additions, modifications or improvements to the convenience center as the Contractor and the County may agree in writing. Title to any such additions or modifications vests in the County.

66.3 Inventory, Maintenance and Title to FF&E. Contractor and County will make an inventory of all furnishings, fixtures and equipment (FF&E) located at the convenience center or attached to the convenience center. The County will note on the Inventory the condition of each piece of inventoried property. All replacements of FF&E will be at Contractor's expense. Upon the County's request, Contractor will cooperate in an annual joint review and audit of all FF&E. No FF&E will be removed by Contractor from the convenience center without the prior approval and consent of the County; and, appropriate and adequate compensation or replacement by the Contractor. Title to all FF&E listed on the Inventory remains with the County.

66.4 Contractor's Machinery and Equipment. During the term of this Contract, Contractor will have sole and exclusive right, in its sole discretion and at its own expense, to

install items of moveable machinery and equipment in or upon the convenience center and support facilities.

66.5 Signs and Personal Property. Contractor may place signs at the Convenience Center only with the advance written approval of the County, which approval shall not be unreasonably withheld. All personal property, signs and improvements of Contractor, its employees, agents, customers and invitees kept at the Convenience Center shall be at the sole risk of the Contractor, and County shall not be liable for any damage thereto.

66.6 Contractor assumes and agrees to pay, before they become delinquent, all taxes, including but not limited to, taxes assessed by the _____ (Name of Conservancy District or other specific tax), which may be lawfully levied and assessed against either the Collection Center, the improvements constructed thereon, or the contents therein, or all of these, during the term of this Contract, The County shall forward all tax billings received to Contractor.

66.7 Inspection. Contractor will permit the County to inspect the operation and management of the Conejo collection center at all reasonable times to inspect the condition, use, safety or security of the collection center and any improvements thereon.

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.**

66.14 Include operation of the Collection Center from the successful offeror's proposal.

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 question by virtue of a legal challenge, and the Board determines such termination to be in the best interests of the County. In such instance, the County shall not be subject to a claim for any legal or equitable relief by the Contractor, including, but not limited, to claims for mobilization fees, lost profits, or any other claims for damage or loss.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

Contractor

By: _____
Name: _____
Title: _____

Date: _____

Address:

By: _____
Valencia County Manager

Date: _____

Printed Name: Danny Monette

Address: 444 Luna Ave.
Los Lunas, NM 87031

By: _____
Valencia County Purchasing Agent

Date: _____

Printed Name: Michelle Romero

Address: 444 Luna Ave.
Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2017.

Charles Eaton
Chair, District IV

Jhonathan Aragon
Vice-Chair, District V

Helen Y. Cole
Commissioner, District I

Billy Ray Martinez
Commissioner, District II

David Hyder
Commissioner, District III

Attest:

Peggy Carabajal
Valencia County Clerk

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 “Cornejo” 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**

11. Contractor agrees to support (semi-annual) community collection events for electronic equipment and hazardous house hold waste as directed by the Contact Manager. Add details from Contractors proposal

12. Contractor agrees to support the County clean-up efforts by placing and timely replacing full community clean-up at locations throughout Valencia County. There shall be no charge for the use of containers. Add details from Contractors proposal

13. Provide community outreach and education to residents. Add details from Contractors proposal

ATTACHMENT 2
RATE SCHEDULE AND FEES

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)~~ tax shall not be included in the Proposed Charges and Tipping Fees. Note: The Proposed Monthly Charge per household **Total Tipping Fees** 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)

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO**. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2017

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 a local public body during the two 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 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 year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX F

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 unaward of the procurement involved if the statements are proven to be incorrect.