

SANDOVAL COUNTY

REQUEST FOR PROPOSAL (RFP)

For

**RESIDENTIAL HOUSEHOLD COLLECTION
AND DISPOSAL SOLID WASTE SERVICES**

FOR ALL

UNINCORPORATED AREAS OF SANDOVAL COUNTY



RFP #FY17-SCPW-01

Release Date: August 18, 2016

Due Date: October 3, 2016

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INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The County of Sandoval, State of New Mexico, on behalf of the Sandoval County Board of County Commissioners, seeks sealed proposals from experienced and capable firms which can plan, design and fully execute a complete and comprehensive program for the collection, management and disposal of all residential solid waste generated within the unincorporated areas of Sandoval County, New Mexico. Such program and all associated activities performed by the Contractor must conform to all current federal, state and local ordinances, laws, statutes and rules.

The County could negotiate a utility contract with a contractor; however, in the interest of developing a more complete and comprehensive solid waste program, and in an effort to capture the entire subject waste stream, the specific purpose of this RFP is to obtain the most complete, comprehensive and all-inclusive proposals from the experienced and qualified offerors for such programs. Proposals received must take into consideration, to the highest practicable degree, all aspects of the entire solid waste stream generated within the unincorporated areas of Sandoval County, including, but not limited to, the disposal and/or recycling and/or reuse or repurposing of said waste stream. Offers which do not seriously consider the full collection and proper disposal of the entire solid waste stream generated in all of the unincorporated areas of Sandoval County may be disqualified, if, in the opinion of the BOCC, they are not in the best interests of the County.

B. SCOPE OF WORK/PROCUREMENT

The scope of work is for an exclusive agreement that will consist of (at a minimum) providing regularly scheduled (weekly) solid waste collection, conveyance and disposal for all (estimated 15,000) residential/household accounts in the unincorporated areas of Sandoval County. Residences located directly adjacent to refuse collection truck accessible roads shall be served individually (curbside) along the refuse collection truck accessible road in front of the residence. All households not located on refuse collection truck accessible roads shall be served by the Contractor from the nearest practicable refuse collection truck accessible road, or in an adequate manner acceptable to both the Contractor and the County.

The Contractor shall be responsible for operating, maintaining and improving any/all of the County's Refuse Collection Centers. Minimum improvements must include: adding the ability to accommodate the unloading of three (3) vehicles simultaneously, and three (3) waiting vehicles within the site. The contractor shall be fully responsible for all physical and fiscal aspects of the operation of the facilities, and shall retain all revenues generated by the operation of the facility. The Contractor shall, through legal agreement, lease the facility from the County in accordance with all statutes which apply. Ownership of all added/upgraded/improved infrastructures shall revert to the County at the end of the contract period. The contractor is responsible for all compliance issues.

The Convenience Center facilities referenced above shall provide recycling services, including sufficient containers, for marketable* materials, at no charge to franchise customers.

** Marketable materials, for purposes of this RFP, shall be defined as: Recyclable materials for which there are currently local/nearby/accessible markets available to sell such recyclable materials for a reasonable profit, labor and transportation considered. Contractor shall verify the local marketability of all recyclables on a weekly basis, and may, at their option, deposit all non-marketable items into a sanitary landfill.*

Access to the above described Collection Center facilities by the public shall be a minimum of 3 days per week at each facility, which shall include at least one (1) weekend days at each facility, from 8 AM to 5 PM, except on official holidays observed by Sandoval County. Any cost associated with the operations, maintenance and disposal of facilities, ' if any ' must be incorporated as part of unit price per household service.

The affected property owners, by ordinance, shall be responsible for the payment of collection and disposal service fees to the Contractor, and the Contractor shall bill the property owners for the services provided to those properties, regardless of who actually occupies the properties. The Contractor shall be fully responsible for all aspects of billing as well as receiving payments and collections management, until any unpaid amounts become past due over 75 days, at which time alerts will be forwarded by the Contractor for proper enforcement. An ability to attach liens shall be available to the Contractor by any legal means available. The County will not be responsible for any uncollected fees.

The configuration of your proposal and its evaluation/acceptance shall include additional desirable services such as, but not limited to: indigent financial assistance, senior citizen/handicapped/special needs container assistance, neighborhood cleanups, bulk item pickup/disposal, and other offered solid waste related services are within the scope of work of a finalized contract.

For the entire contract period, the Contractor shall maintain a conveniently-located business office (near the major population center(s)) in Sandoval County; open Monday through Friday, 8AM through 5PM, except holidays officially observed by Sandoval County. The Contractor, on no less than a quarterly basis, shall furnish to the County a completely transparent/verifiable and easily auditable franchise fee payment reporting plan, which is acceptable to the County.

The Contractor shall be responsible for effectively transitioning from all applicable currently existing solid waste collection scenarios in the affected areas of Sandoval County, into its new contractual program as part of its implementation plan, and shall manage all appropriate contingencies throughout the entire contract period. The Contractor shall provide sufficient community outreach and education to residents at the beginning of the contract period, and as needed during the entire contract period.

The Contractor shall also faithfully fulfill all applicable contractual obligations stated within this Request for Proposal (RFP) or within any and all detailed aspects of their proposal which are accepted by the County to be part of the contract resulting from this solicitation.

C. TERM OF CONTRACT

The duration of a contract resulting from this RFP shall be negotiated with the option of renewal upon satisfactory completion of the Scope of Services. The effective start date shall commence January 1, 2017.

D. PROCUREMENT MANAGER

The County of Sandoval Purchasing Department is responsible for this procurement.

The name, address, and telephone number of the County Purchasing Agent are listed below. Any inquiries or requests regarding this procurement should be submitted to the Purchasing Agent in writing. **Offerors may contact ONLY the Purchasing Agent regarding the procurement.** Other County employees do not have the authority to respond on behalf of the County of Sandoval.

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

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

Name: Trish Greene, Senior Procurement Specialist
Reference RFP Name: Residential Household Collection and Disposal Solid Waste Services
RFP# FY17-SCPW-01
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

E. DEFINITION OF TERMINOLOGY

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

"Board of County Commissioners" (also "BOCC") 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.

"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.

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

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

"County" or "The County" means the County of Sandoval, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager 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 either the Board of County Commissioners, or a body or person(s) appointed by the County Board of 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.

"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.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"NMAC" means the New Mexico Administrative Code, as administered by the New Mexico Commission of Public Records, State Records Center and Archives, Administrative Law Division.

"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 Sandoval 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 Sandoval Purchasing Office or the Sandoval County Purchasing Agent.

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

"Refuse Collection Truck Accessible Road" As specified by the exclusive contractor, any County road which is accessible by the refuse collection truck(s) used by the exclusive contractor.

"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 this proposal.

"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.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal, stating that they agree with, and agree to, the stated requirement(s). Acceptable responses should include, but need not be limited to: the name of the company, and a stated agreement to comply with, or a concurrence with a specific fully stated requirement, signed by an authorized officer of the company.

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

II. CONDITIONS GOVERNING THIS PROCUREMENT

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

A. SEQUENCE OF EVENTS

The County will make every effort to adhere to the following schedule:

- | | |
|--|----------|
| 1. Issuance of Request for Proposals by County Purchasing: | 8/18/16 |
| 2. Return Acknowledgment of Receipt Form by: | 8/25/16 |
| 3. Pre-Proposal Conference (attendance optional) | 9/1/16 |
| 4. Deadline to submit questions to Purchasing | 9/6/16 |
| 5. Responses to Questions by: | 9/12/16 |
| 6. Submission of Proposals by Offerors: | 10/3/16 |
| 7. Selection of Finalists | TBD |
| 8. Oral Presentations (if requested) | TBD |
| 9. Negotiations (if necessary) completed by: | TBD |
| 10. Award of Contract (subject to BOCC approval): | TBD |
| 11. Protest deadline | +15 days |

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 Sandoval County Purchasing Agent on behalf of County of Sandoval and the Sandoval County Board of County Commissioners.

2. Return of "Acknowledgment of Receipt" Form:

Potential Offerors should e-mail, hand deliver or return by facsimile 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 to the Procurement Manager by 5:00 pm MST or MDT on August 25, 2016.

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 September 1, 2016 at 1:30 P.M. MST in the Sandoval County Administrative Bldg. D, 2nd floor, Training Room. Bernalillo NM 87004. 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 as questions will be answered.

4. Deadline to submit written questions: Potential Offerors may submit written questions as to the intent or clarity of this RFP until September 6, 2016 by 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 Sandoval County's web site (<http://www.sandovalcountynm.gov>). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form. An e-mail copy will be sent to all Offeror's that provide Acknowledgement Receipt Forms.

6. Submission of Proposal: OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/DAYLIGHT TIME ON **October 3, 2016**. THE OFFICE IS WILL BE CLOSED BETWEEN 12:00 – 1:00 P.M. 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 "**Residential Household Collection and Disposal Solid Waste Services and RFP #FY17-SCPW-01**". Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**.

A public log will be kept of the names of all Offerors submitting proposals. 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 the Board of County Commissioners and/or their chosen representative as appointed by the Board of County Commissioners. This process will take place during approximately the time period indicated in Section II.A (Sequence of Events), above. During this time, the Purchasing Agent or the Board of County Commissioners or their chosen representative may 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 any Offerors. For each of the evaluation factors, points will be awarded based on the strength and clarity of the Offeror's response, the fairness and ease of citizens served. Additionally, proposals received will be compared to each other as part of the scoring process.

8. Selection of Finalists: Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Oral Presentations: Offerors may be required to make an oral presentation to the Board of County Commissioners or their chosen representative. If so required, the Purchasing Agent will schedule the date, time and location for each (or any) Offeror's presentation. Any presentation requested will be limited to a fixed amount of time as designated by the Purchasing Agent in the Oral Presentation requirement notification.

10. Contract Award: Any proposal not offering to provide all the mandatory requirements listed below may be immediately disqualified from further evaluation/consideration, unless all other proposals submitted/received do not offer the same specific item(s). If none of the proposals received offer to provide all the mandatory items outlined in section B, the County reserves the right to cancel the RFP, or to negotiate a contract with the offeror of the highest number of the mandatory requirements which are in the opinion of the BOCC to be the most advantageous to the County. After review of the evaluation and the tentative contract, the Board of County Commissioners will award the contract on or about the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Board of County Commissioners. Any contract awarded as a result of this RFP is intended to be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration all the evaluation factors set forth in this RFP.

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

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement: Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form. Submission of a proposal constitutes acceptance of the Evaluation Factors.

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 contractual agreement 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. If intended subcontractors are not known at the time of the proposal submission, state the name(s) of the likely subcontractor(s). The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Initial use of, or substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

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:

(a) 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.

(b) If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

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

11. 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.

12. Governing Law: This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

13. 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.

14. 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 F, Sample 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 F, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Notice of Penalties: 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.

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

22. Ownership of Proposals: All documents submitted in response to the RFP shall become the property of the County.

23. Use by Other Government Entities: By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Sandoval County.

24. 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 Sandoval.

25. 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.

26. Campaign Contribution Disclosure Form: Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

27. Letter of Transmittal: Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

28. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

29. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL and four (4) HARD COPIES (5 TOTAL)

2. Cost Proposals – One (1) ORIGINAL and four (4) HARD COPIES (5 TOTAL): MUST BE IN A SEPARATE SEALED ENVELOPE FROM THE TECHNICAL PROPOSAL.

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

C. PROPOSAL FORMAT AND CONTENT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Organization of binders/folders for hard copy proposals.

1. Technical Proposal Organization – Binder 1

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

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 - 1. Response to Specifications
 - 2. Organizational Experience
 - 3. Organizational References
 - 4. Mandatory Specification
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. New Mexico Preferences (if applicable)
 - 7. Conflict of Interest Affidavit (Appendix E)
- F. Other Supporting Material (if applicable)

2. Cost Proposal – Binder 2

1. Any discussion of proposed costs, rates or expenses must only occur on the Cost Response Form (Appendix G) in the Cost Proposal (Binder 2) which will also be in a separate sealed envelope.
2. State gross receipts and local option taxes (if any) shall not be included in the proposed costs. The cost must include any and all fees and charges to include fuel surcharge, environmental fees, administrative fees and others (no-hidden cost). If your offer includes a rate increase provision due to inflationary conditions, it must conform to the formula found in **Appendix G** of this RFP. Each request must be

verified and audited by the County, and must be accepted and approved by the County Manager. Cost increases may only be requested after the end of each full contract year. Any cost increases must be approved by the County prior to being instituted.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

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

IV. SPECIFICATIONS

Offeror's **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. DETAILED SCOPE OF WORK

Required activities shall include, but are not necessarily limited to, the following: (at a minimum):

- Provide regularly scheduled (weekly) solid waste collection for all residences in the unincorporated portions of the County. Residences located directly adjacent to refuse collection truck accessible roads shall be served individually (curbside) along the refuse collection truck accessible road in front of the residence.
- All households not located on refuse collection truck accessible roads shall be served by the Contractor from the nearest practicable refuse collection truck accessible road, or in an adequate manner acceptable to both the Contractor and the County.
- The Contractor shall be responsible for operating, maintaining and improving the County's Refuse Collection Center(s).
- Minimum improvements must include: adding the ability to accommodate the unloading of three (3) vehicles simultaneously, and three (3) waiting vehicles within the site.
- The contractor shall be fully responsible for all physical and fiscal aspects of the operation of the facility, and shall retain all revenues generated by the operation of the facility.
- The Contractor shall, through legal agreement, lease the facility from the County in accordance with all statutes which apply. Ownership of all added or upgraded or improved infrastructure shall revert to the County at the end of the contract period.
- The Contractor may also, at the request of the County, construct and operate and maintain other Convenience Center(s) at least equivalent to the (improved) Refuse

Collection Center(s) specifications/requirements shown in the preceding paragraph, on contractor or County-provided land, in a convenient location to/for County residents upon mutual agreement between the Contractor and the County.

All Convenience Center facilities referenced above shall provide recycling services, including sufficient containers, for marketable* materials, at no charge to franchise customers.

** Marketable materials, for purposes of this RFP, shall be defined as: Recyclable materials for which there are currently local/nearby/accessible markets available to sell such recyclable materials for a reasonable profit, labor and transportation considered. Contractor shall verify the local marketability of all recyclables on a weekly basis, and may, at their option, deposit all non-marketable items into a sanitary landfill.*

- Allow access to the above described facilities by the public shall be as otherwise described herein by the County.
- Contractor shall bill the property owners for the services provided to those properties, regardless of who actually occupies the properties.
- The Contractor shall be fully responsible for all aspects of billing as well as receiving payments and collections management, until unpaid amounts become past due for over 90 days, at which time alerts will be forwarded by the Contractor to proper and appropriate enforcement authorities prior to stoppage of service.
- Provide additional desirable services such as indigent financial assistance, senior citizen and/or handicapped/special needs container assistance, neighborhood cleanups, bulk item pickup/disposal, and other offered services which may be within the scope of work of a finalized contract.
- Contractor shall maintain a business office in Sandoval County; open Monday through Friday, 8AM through 5PM, except holidays officially observed by Sandoval County. The Contractor shall furnish to the County a completely transparent and easily auditable franchise fee payment reporting plan.
- Contractor shall be responsible for effectively transitioning from all applicable currently existing solid waste collection scenarios into its new contractual program as part of its implementation plan, and shall manage all appropriate contingencies throughout the entire contract period.
- The Contractor shall provide sufficient community outreach and education to residents at the beginning of the contract period, and as needed during the entire contract period.
- The Contractor shall also faithfully fulfill all applicable contractual obligations stated within this Request for Proposals or within any and all aspects of their proposal which are accepted by the County to be part of the contract resulting from this solicitation.

VI. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) Provide a description of all relevant experience that you currently provide service for and an equivalent number and type of residences to those to be serviced in the Sandoval County contract. Offeror should describe, in narrative form, their current and prior experience in providing residential refuse collection and recycling services to large numbers of private residences that span a broad geographic area such as is

found in Sandoval County. Offerors should also detail how long they have been providing such services and how successful they have been.

b) Provide a narrative that thoroughly details the history of the company.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Similar background experience performed);
- e) Client project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specifications

The following specific items/terms/conditions of required provided service are mandatory. Any proposal not offering to provide all the mandatory requirements listed below may be immediately disqualified from further evaluation/consideration, unless all other proposals submitted/received do not offer the same specific item(s). If none of the proposals received offer to provide all the mandatory items, the County reserves the right to cancel the RFP, or to negotiate a contract with the offeror of the highest number of the mandatory requirements which are considered by the BOCC to be the most advantageous to the County, provided the “desirable items” offered by that firm are acceptable to the BOCC.

1. Provide residential refuse collection and disposal services to all residences* in the unincorporated areas of Sandoval County (no exceptions).
2. Provide, at the beginning of the contract, all new collection vehicles and collection containers and maintain said vehicles and containers in accordance with factory recommendations for optimal performance throughout the contract period.
3. Operate and maintain the three current Sandoval County Collection Center(s) as follows: any changes in design and construction must comply with all federal, state and local requirements, and must be acceptable to the Contractor and the County. Methods, dates and times of operation shall be, at a minimum, the same as is currently used by the County. Lease the facilities from Sandoval County, for the sum to be determined per month, in accordance with

all statutes which apply. The Contractor shall keep all fees received from the operation of the County Collection Centers.

4. Upon mutual agreement between Contractor and the County, the Contractor may establish, operate and maintain additional Collection Center(s) on County or Contractor-provided land, in a convenient location to County residents.
5. Provide Recycling Services at collection centers described herein, accessible to all County residents at no charge, for **marketable materials only**. (For purposes of this RFP, **marketable materials** shall be defined as: Recyclable materials for which there are currently local/nearby/accessible markets available to sell such recyclable materials for a reasonable profit, labor and transportation considered. The Contractor shall verify and record the local area marketability of all potential recyclables on a weekly basis, and may, at their option, deposit all **non-marketable items** into a sanitary landfill, or dispose of them in any other lawful manner.)
6. Provide initial introduction, outreach and education to all affected residents and businesses.
7. Maintain a business office in Sandoval County; Monday through Friday 8AM to 5PM, except holidays officially observed by Sandoval County.
8. Perform all aspects of billing as well as receiving payments and collections management, until unpaid amounts become past due for over 75 days, at which time alerts will be forwarded by the Contractor to proper enforcement authorities.
9. Report to the County all business transacted and pay any applicable County Franchise Fees of 10% of gross sales (pre-tax) to Sandoval County on a quarterly basis; furnish to the County a completely transparent/verifiable and easily auditable franchise fee payment/non-payment (delinquent) reporting plan. Contractor must provide county with all customer address, cost for service(s) and day of week service is provided.
10. Must have sufficient recent or current experience with equivalent projects of same size or larger.
11. Must have at least 3 years of experience operating convenience center and/or transfer station.
12. Contractor shall dispose of all solid waste collected as a result of this RFP into the Sandoval County Regional Landfill at a cost of \$24 per ton, to be paid to Sandoval County.
13. By submitting a proposal, the Offeror indicates that they understand and agree that other government entities within the State of New Mexico, as allowed within their governing directives, may contract for the goods and /or services under contract as a result of this RFP. Contractual engagements accomplished under this provision shall be solely between the awarded contractor and the contracting entity with no obligation or liability incurred by Sandoval County.
14. Capability and Agreement to Perform: Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work. A statement of concurrence is required.
15. Project Plan: Offeror should provide a detailed project plan that describes how you will prepare for and carry out the requirements of the contract. The project plan should include a schedule of events, dependencies and assumptions. It should also describe what is needed/expected from the County and when those items are needed to make the effort successful.
16. Oral Presentation: If required by the Evaluation Committee, Offeror must agree to attend and

participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the Offeror will be required to present their proposal and explain their approach to providing the required services to Sandoval County.

17. Administrative Franchise Fee: Offeror must agree to pay the County an administrative fee on a regular basis. The Administrative Franchise Fee will be 10% of all the fees charged to residential accounts, prior to tax calculation. A statement of concurrence is required.
18. Pricing: Offeror must agree that the prices proposed will remain fixed for the first year of the contract and that any future adjustments to pricing can be negotiated after the end of each year.
19. Proposal Bond: Offeror must provide, with their proposal, a Proposal Bond in the amount of \$500,000. The Proposal Bond shall be valid for the same period as is the proposal, plus ninety (90) days after the validity date of the proposal. Such bond shall, at a minimum, guarantee that the offeror will enter into a contract (if awarded) within a reasonable period of time (as determined by the County), and will furnish any required performance bonds and liability insurance. The County and the Offeror may, upon mutual agreement, extend the validity/expiration date of the Proposal Bond, if a contract is not yet in place.
20. Performance Bond and Liability Insurance: Offeror must submit, with their proposal, proof of their ability to secure a performance bond in the amount of two million dollars (\$2,000,000). Offeror must also agree to provide a performance bond, in the amount of two million dollars (\$2,000,000.00), at the time of contract award by Sandoval County, 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. **A statement of agreement and concurrence is required.** Offeror must also submit, with their proposal, proof of their ability to secure a liability insurance policy with a 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 described herein, at the time of contract award by Sandoval County, if an award offer is made to them. **A statement of agreement and concurrence is required.**

**residences shall be defined as: An inhabited dwelling currently existing in the unincorporated areas of Sandoval County, which has been identified by the State of New Mexico Department of Emergency Preparedness as having a specific and distinct address"*

***businesses shall be defined as: A place of active conduct of business which is currently existing in the unincorporated areas of Sandoval County, and is not being operated within a residence (as residence is defined above)*

4. Business Specifications

- **Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well financial statements for the proceeding three years, if they exist. The submission must 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, Offeror must state the reason, and

instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

5. Desirable Items: These are performance items which are deemed as desirable to Sandoval County, and will be evaluated and compared to other offers received.

(*Your proposal/offer must explain each category below in sufficient detail to allow comparison with other proposals, and evaluation. Failure to provide sufficient detail to allow for evaluation and comparison with other offers may cause your offered item(s) to be eliminated from consideration.)

1. Indigent/low income financial assistance*
2. Senior Citizen/Handicapped/Special Needs assistance*
3. Outreach/Educational Programs throughout contract*
4. Due Diligence*
5. Implementation Plan*
6. Transition Plan*
7. Contingencies; contingency plans*
8. Billing/Reporting/late-payment/enforcement/stoppage*
9. Economic Development within Sandoval County*
10. Community/Neighborhood cleanups*
11. Bulk Items pickup and disposal*
12. Transparent and auditable franchise fee reporting plan*

13. Proposed Site plans for Collection Centers*

14. Automotive Tires Collection/Disposal*

15. Illegal Dump Site Cleanups*

16. Describe how your company will assist in enforcement*

17. *Other Services/Items offered; not included in 1-16 above*

VII. EVALUATION

A. EVALUATION FACTORS: pass/fail; yes/no

The following is a summary of documentary evaluation factors with a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals. Relative weights MAY be assigned to certain categories by the committee during evaluation, depending on content of actual proposals received.

PASS/FAIL EVALUATION FACTORS:

Item*	evaluator:	evaluator:
Letter of Transmittal Form	pass/fail _____	yes/no _____
Capability and Agreement to Perform	pass/fail _____	yes/no _____
Oral Presentation (if required)	pass/fail _____	yes/no _____
Campaign Disclosure Form	pass/fail _____	yes/no _____
Administrative Franchise Fee	pass/fail _____	yes/no _____
Proposal Bond	pass/fail _____	yes/no _____
Performance Bond	pass/fail _____	yes/no _____
Cost Response Form Statement	pass/fail _____	yes/no _____
Project Plan	pass/fail _____	yes/no _____
Financial Stability	pass/fail _____	yes/no _____

***Offeror: It is your responsibility to include sufficient documentation of all above item(s) with your offer. Failure to do so may cause your offer to be considered non-responsive, and to be rejected. I hereby certify that my firm, _____ has offered/not offered (as indicated) the above stated pass/fail evaluation factors.**

Signed, _____

Official Authorized Representative of the Offeror

B. EVALUATION FACTORS; MANDATORY PERFORMANCE REQUIREMENTS:

The following is an evaluation summary of **mandatory** performance evaluation factors. You must agree to provide services as requested within this RFP, in order for your proposal to be considered responsive.

Item:	evaluator:	evaluator:
1. Residential Refuse Collection	yes/no _____	pass/fail_____
2. Special Refuse Collection	yes/no _____	pass/fail_____
3. All New Collection Vehicles/Containers	yes/no_____	pass/fail_____
4. Existing County Collection Center(s)	yes/no_____	pass/fail_____
5. Other/additional Collection Center(s)	yes/no_____	pass/fail_____
6. Collection Centers Operating Hours/Days	yes/no_____	pass/fail_____
7. Recycling Services	yes/no_____	pass/fail_____
8. Introduction, Outreach, Education	yes/no_____	pass/fail_____
9. Business Office in Sandoval County	yes/no_____	pass/fail_____
10. Billing/Receiving as Required	yes/no_____	pass/fail_____
11. Reporting and Franchise Fees	yes/no_____	pass/fail_____
12. Collection/Disposal Experience	yes/no_____	pass/fail_____
13. Collection Center Experience	yes/no_____	pass/fail_____

I hereby certify that my firm, _____ has offered/not offered (as indicated) the above Mandatory Performance Requirements stated within this RFP.

Signed, _____

Official Authorized Representative of the Offeror

C. **EVALUATION FACTORS:** The following is an evaluation point summary of Desirable Items evaluation factors which have a **point range** assigned. **Fully explain how you will address the items below.** The maximum points will be assigned to the proposal with the **best response (which is acceptable to the County) received**; all other viable responses will receive a lower number of points, depending upon how their specific item response compares to the best acceptable response. An inappropriate or non-responsive response shall earn no points.

TOTAL POSSIBLE POINTS 2000.

Check if offered	ITEM:	Points earned:
___	1. Indigent/low income financial assistance (point range 0-100)	_____
___	2. Senior Citizen/Handicapped/Special Needs assistance (point range 0-100)	_____
___	3. Outreach/Educational Programs throughout contract (point range 0-100)	_____
___	4. Due Diligence (see important explanation below) (point range 0-100)	_____
___	5. Implementation Plan (point range 0-100)	_____
___	6. Transition Plan (point range 0-100)	_____
___	7. Contingencies; contingency plans (point range 0-100)	_____
___	8. Billing/Reporting/late payment/enforcement/stoppage (point range 0-100)	_____
___	9. Economic Development within Sandoval County (point range 0-100)	_____
___	10. Community/Neighborhood cleanups (point range 0-100)	_____

- _____ 11. Bulk Items pickup and disposal (point range 0-30) _____
- _____ 12. Transparent and auditable franchise fee reporting plan (point range 0-100) _____
- _____ 13. Proposed Site plans for Collection Centers (point range 0-100) _____
- _____ 14. Automotive Tires Collection/Disposal (point range 0-100) _____
- _____ 15. Illegal Dump Site Cleanups (point range 0-100) _____
- _____ 16. Describe how your company will assist in enforcement (point range 0-100) _____
- _____ 17. *Other Services/Items offered; not included in 1-16 above. (0-100 points) _____
- _____ 18. Organizational Experience (point range 0-100) _____
- _____ 19. Organizational References (point range 0-100) _____
- _____ 20. Cost/Price (0-100 points) _____

TOTAL POINTS _____

(4) Due Diligence: For the entire contract period, Sandoval County expects and requires that a full-fledged and concerted effort will be made, by any Contractor awarded a contract as a result of this RFP, to provide solid waste collection and disposal services for ALL currently existing residences within the unincorporated areas of the County. Your proposal must include a complete list of the addresses of ALL such residences, in contemporary/current existence, which were recently counted by the Offeror prior to the submission of your proposal. The Contractor also shall, on a monthly basis throughout the entire contract period, diligently and accurately update such list, and promptly provide to those addresses the services required, as stated in this RFP and in the resulting contract. If the County identifies additional legitimate collection addresses that are not identified in your proposal, or at any time during the contract period, your firm shall be responsible for providing solid waste collection and disposal services to such addresses in accordance with this RFP and in the resulting contract.

I hereby certify that my firm, _____ has offered/not offered (as indicated)

the above stated Desirable Items as stated within our proposal attachments.

Signed, _____

Official Authorized Representative of the Offeror

TOTAL POINTS: (ALL EVALUATION FACTORS) _____

Point totals shall be calculated prior to opening the cost proposals, in order to remain objective regarding the goal of obtaining the best possible and most comprehensive offers for a solid waste program.

D. Proposal Evaluation Process:

The evaluation of proposals and scoring will be performed by the Board of County Commissioners and/or their chosen representative(s) as appointed by the Board of County Commissioners. This process will take place during the time period indicated in Section II.A (Sequence of Events). During this time, the Purchasing Agent or the Board of County Commissioners or their chosen representative may 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 any Offerors.

Offers which do not appear, in the opinion of the County, to seriously consider the full collection and proper disposal of the entire solid waste stream generated in all of the unincorporated areas of Sandoval County may be disqualified, if, in the opinion of the BOCC, they are not in the best interests of the County.

Your proposal/offer must explain each category where requested, in sufficient detail to allow comparison with other proposals, and evaluation. Failure to provide sufficient detail to allow for evaluation and comparison with other offers may cause your offered item(s) to be eliminated from consideration.)

Please supply only sufficient documentation to satisfy the requirements of this RFP, and sufficient to document the proposal you are offering.

Redundant literature and superfluous over-documentation may unnecessarily and needlessly increase evaluation time, and will not increase your evaluation points or the likelihood of being awarded a contract.

Any proposal not offering to provide all the mandatory requirements listed in this RFP may be immediately disqualified from further evaluation/consideration, unless all other proposals submitted/received do not offer the same specific item(s). If none of the proposals received offer to provide all the mandatory items, the County reserves the right to cancel the RFP, or to negotiate a contract with the offeror of the highest number of the mandatory requirements which are considered by the BOCC to be the most advantageous to the County, provided the “desirable items” offered by that firm are acceptable to the BOCC, and desired by the BOCC to be part of the solid waste contract/program.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

RESIDENTIAL HOUSEHOLD COLLECTION AND DISPOSAL SOLID WASTE SERVICES

RFP# FY17-SCPW-01

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than August 25, 2016 by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or 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.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

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.

_____, 2016
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate MUST be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (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 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 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 \$5M allowing me the 7% preference on this solicitation. 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

SAMPLE CONTRACT

APPENDIX F

DRAFT AGREEMENT *(final version may vary based upon negotiated agreement)*

SANDOVAL COUNTY

Sandoval County RFP # *(procurement number here)*

THIS AGREEMENT is made and entered into by and between the County of Sandoval,, hereinafter referred to as the "County" and (NAME OF CONTRACTOR), hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

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. Administrative Fee and Taxes.

A. The Contractor shall pay to the County an Administrative Fee in the amount of 10%. Said Administrative Fee is to be paid quarterly.

B. Contractor must submit a detailed statement reflecting all services provided to County residents under this contract that explains how the Administrative Fee for the reporting period was calculated.

C. 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).

3. Term.

This Agreement is for four (4) years from the date of approval by the Sandoval County Board of County Commissioners unless terminated pursuant to paragraph 4 (Termination) and may be extended for up to an additional four (4) years upon mutual agreement.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto, upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall

submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR IBREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the County 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 non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of 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 professional services for the County and are not employees of the County of Sandoval. 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 Sandoval 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 Sandoval 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.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. 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.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Sandoval and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. 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.

B. 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:

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;

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;

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;

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

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.

C. Contractor's representations and warranties in Paragraphs A and B 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 A and B 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 A and B 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.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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 Sandoval 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 and Financial Audit.

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

20. Disclaimer and Hold Harmless.

Sandoval 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 Sandoval County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sandoval 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 Sandoval 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 Sandoval 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. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive 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 Sandoval 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 (RFP) # FY17-SCPW-01 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 Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. 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.

A. The contractor shall defend, at its own expense, the County of Sandoval against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Sandoval based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Sandoval for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Sandoval shall:

1. give the contractor prompt written notice of any claim;

2. allow the contractor to control the defense or settlement of the claim; and
 3. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
1. provide a procuring agency of the County the right to continue using the product or service;
 2. replace or modify the product or service so that it becomes non-infringing; or
 3. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. 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.

37. 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: County Manager [insert name and address]

To the Contractor: [insert name and address].

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

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
_____ Sandoval County Manager

Printed Name: _____ (county manager)

Address: _____ *address here*
_____ *(city, state, zip code*
_____ *street here)*

By: _____
SanSandoval County Purchasing Agent

Date: _____

Printed Name: _____
_____ *purchasing manager)*

Address: _____ *(street address here)*
_____ *(city, state, zip code*
_____ *here)*

APPENDIX G
COST RESPONSE FORM

APPENDIX G

COST RESPONSE FORM

SUBMIT IN A SEALED ENVELOPE LABELED “COST RESPONSE FORM”

**SANDOVAL County RFP # FY17-SCPW-01
Residential Household Collection and Disposal Solid Waste Services**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Costs.

OFFEROR NAME: _____

Pricing – Cost Response Form

DO NOT COMBINE ITEMS – ALL PRICING MUST BE DONE ON A PER ITEM BASIS

(All container items serviced on a weekly basis)

- | | |
|--|----------|
| 1. Provide/service (standard 90-100 gallon) Solid Waste Container | \$ _____ |
| 2. Provide/service <u>additional</u> (90-100 gallon) Solid Waste Container | \$ _____ |
| 3. Provide/service (64 gallon) Solid Waste Container | \$ _____ |
| 4. Provide/service 64 gal. Recycling Container (only if all residents utilize service) | \$ _____ |
| 5. (other items offered) – (attach additional pages) | \$ _____ |
| 6. Cost for resident to utilize Collection Center for solid waste disposal* | \$ _____ |

Vehicle and trailer sizes. (attach separate sheet)

- | | |
|--------------------------------------|----------|
| 7. Large/Bulky item(s) 1-time pickup | \$ _____ |
|--------------------------------------|----------|

Attachments enclosed: yes/no _____

Please attach additional page(s) showing offered/proposed items, terms, explanations, conditions, and pricing breakdowns, etc., offered. ANY item offered in your proposal which has a specific cost associated with it, MUST be included in this section, or it may be disallowed or disqualified. If any cost items listed must be combined with other items, you MUST clearly indicate that information, or your offer may be disqualified.

I hereby certify that my firm, _____ has offered (as indicated) the above stated cost response form, including any other attachments included within our offer/proposal.

Signed, _____ Official Authorized Offeror

