

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 709-5503

Advertised: **February 8, 2024**

Closing Date: **March 7, 2024**

Non-Mandatory Virtual Pre-Proposal Conference: **February 22, 2024, 1:00 p.m. Mountain Time**

Request for Proposals (“RFP”)

RFP Number: 24-18

RFP Name: Door-to-Door Household Hazardous Waste Collection and Disposal

SPECIAL INFORMATION RELATED TO THIS RFP:

This RFP includes a Base Scope of Services for Door-to-Door Household Hazardous Waste Collection and Disposal services and three (3) optional Additional Alternates related to nontypical Door-to-Door Household Hazardous Waste Collection and Disposal, listed below and described in more detail herein. Offerors may, at Offerors discretion, propose on only the Base Scope of Services or may propose on any of the Additional Alternates. Offerors are not required to propose on the Base Scope of Services in order to propose on any of the Additional Alternates but must describe their ability to provide the services described in Sections 1 – 9 of the Base Scope of Services, **AS THEY MAY RELATE TO ANY OF THE ADDITIONAL ALTERNATES ON WHICH THE OFFEROR IS PROPOSING.**

- 1) Additional Alternate A – Unknown Household Hazardous Waste Material Screening and Identification
- 2) Additional Alternate B – Polychlorinated Biphenyl (“PCB”) Contamination
- 3) Additional Alternate C – Disaster Door-to-Door HHW Program

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP24-18 Door-to-Door Household Hazardous Waste Collection and Disposal.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Contract Manager at jaim.kephart@lacnm.us to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, March 7, 2024** will be reviewed.

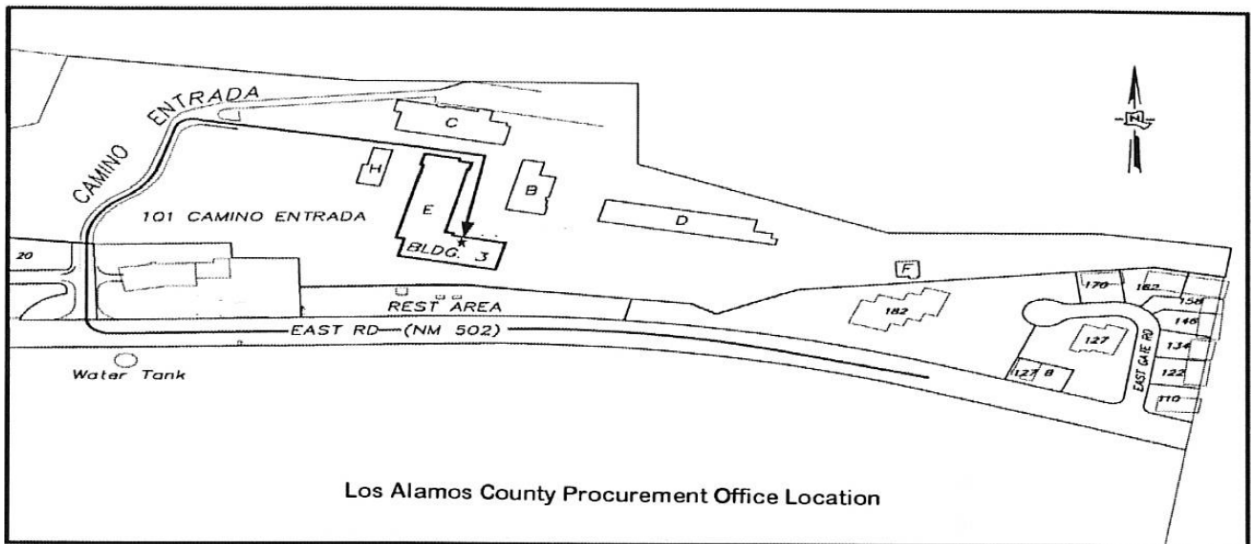
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, March 7, 2024** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate.

If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you've gone too far.
4. Enter glass door marked "PROCUREMENT." See map below.



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and

considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.

10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
15. **A non-mandatory virtual Pre-Proposal Meeting will be held on February 22, 2024 at 1:00 p.m. Mountain Time via Teams. The meeting can be accessed at this link:**

<https://tinyurl.com/RFP24-18>

Meeting ID: 220 863 014 931

Passcode: 9UkpjY

CONTACT INFORMATION

For procurement documents and process or project-specific information, contact the following and include all contacts listed on all correspondence sent via email:

- Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503
- Armando Gabaldon, Environmental Services Manager and Project Manager, at armando.gabaldon@lacnm.us

As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at <https://lacnm.com/bids>.

NEED STATEMENT

The Incorporated County of Los Alamos ("County") Environmental Services Department ("ES") seeks qualified service providers to provide residential door-to-door ("DTD") collection of Household Hazardous Waste ("HHW") for county residents in the Los Alamos townsite and White Rock areas. Services must also include packaging, transfer, and disposal of HHW, in a safe and eco-friendly waste management system in compliance with local, state and federal laws and regulations. establish a safe and eco-friendly waste management system in compliance with county, state, and federal regulations.

BACKGROUND

1) ES HHW Program Background Information

- a) The Environmental Protection Agency ("EPA") considers certain unused household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic, as

household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care for disposal.

- b) HHW both of known and unknown chemical content, are sometimes discovered in garages, basements, and other “out of sight” areas as properties turn over either through sale, inheritance, or otherwise transferred to new ownership. The need to collect and properly dispose of these chemicals is paramount for the health and safety of the community as a whole.
- c) Since 1998 the County has hosted annual HHW collection events. Approximately six (6) tons of material was collected for over 315 participants at these events.
- d) Circa 2010 to 2022, the HHW program transitioned from an annual event to a drop-off program at the Los Alamos Eco Station located at 3701 East Jemez Road, Los Alamos, NM, where HHW was accepted on Friday and Saturday from 9:00am –3:00pm.
- e) From 2023 to present, Los Alamos County, through a contracted service, hosts a monthly Household Hazardous Collection Day at the Los Alamos Eco Station.
- f) The Los Alamos townsite currently contains approximately 4,726 residential solid waste customers while the White Rock area contains about 2,524 for an approximate 7,250 total households.

2) General County Background Information

- a) The Incorporated City and County is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to approximately 18,000 residents. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, a major scientific research institution, conducting cutting-edge research in various fields, including nuclear weapons, national security, and other scientific disciplines. Further, Los Alamos County continues to gain notice for its vast scenic assets and recreational opportunities.
- b) Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visitlosalamos.org) for more information.

ESTIMATED RFP PROCESS DATES

The estimated dates of the RFP process are strictly for informational purposes only, are tentatively planned as follows, and at County’s discretion, may be subject to change without prior notification:

Advertise RFP	February 8, 2024
Non-Mandatory Pre-Proposal Meeting	February 22, 2024
RFP Closes - Date Proposals are Due, Evaluation Begins	March 7, 2024
Evaluation Ends, Contract Drafting and Review Period Begins	April 4, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	May 28, 2024

BASE SCOPE OF SERVICES (or WORK)

The successful Offeror (“Contractor”) may provide some or all of the following services as they propose to provide. All items necessary for the successful delivery of Services may not be included in this proposed Scope of Services. Offerors are expected to identify in their Proposal any modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering services.

Where the word “Contractor” is used, this is to specify the contractor(s) who are awarded a contract as a result of this solicitation, successful contract negotiations, and full execution of any subsequent contract(s).

1) Generally.

- a) Contractor, in coordination with the Environmental Services Manager, will provide DTD HHW Collection and Disposal Services whereby County residents can work directly with Contractor to pick up and dispose of HHW materials from their homes (“Services”).
- b) Contractor will provide all trained, qualified and experienced personnel, in addition to all necessary labor, tools, equipment, materials, and supplies to provide to County Services in accordance with applicable federal, state, and local laws, regulations, and requirements, which include, but are not limited to those defined by the EPA, United States Department of Transportation (“USDOT”), New Mexico Department of Transportation (“NMDOT”), the New Mexico Environment Department (“NMED”), and others as may be applicable or specified herein. For all Contractor employees assigned to perform services under an agreement with County, Contractor shall, upon County request, provide to County proof of current compliance with individual training, license, or certification requirements. It is expected that Offerors fully understand and are able to demonstrate how they comply with all applicable laws, regulations, and requirements.
- c) Contractor will possess and maintain pertinent licenses, permits, bonds, registrations and certificates to carry out the Services required in the State of New Mexico, or in other states as may be required. Upon execution of an Agreement, Contractor will provide copies of all such records to the Environmental Services Manager and shall provide updated copies within ten (10) calendar days if there are changes.
- d) County provides no guarantee for frequency or volume of work, Services to be provided, or HHW materials to be collected for any given time period throughout the term of an Agreement.
- e) County reserves the right to procure DTD HHW collection and disposal Services from other providers, which may occur concurrently with the services provided by Contractor.
- f) Contractor will designate one individual as a primary point of contact. Contractor will schedule meetings or calls with the Environmental Services Manager, at a regular frequency to be determined by both parties to ensure County’s needs are being met.

2) Collection, Scheduling, and Preparation of Materials.

- a) Services provided by Contractor under this program will be by appointment only and will typically be limited to those who reside in Los Alamos County.
- b) Contractor will provide special assistance for disabled and elderly residents.
- c) Contractor will provide methods for County residents to contact Contractor directly to schedule collection appointments, which may include, but are not limited to the following:
 - (1) A direct dial, toll-free phone number, and
 - (2) Online scheduling via an online platform or mobile application. For any online portal or mobile application offered by the Contractor, County will have no responsibilities or obligations with respect to any resulting resident online user accounts or other form of resident access to Contractor’s platform.
- d) Contractor will respond to resident requests to schedule a collection within a minimum of two (2) business days, during normal business hours, during a traditional five-day workweek. Contractor will provide to residents, confirmations of their scheduled collection times and any additional instructions related to the collection. If Contractor is delayed or must cancel a scheduled collection, Contractor will notify residents as soon as reasonably possible, within a timeframe proposed by Contractor, either by text, phone call, or e-mail.
- e) Contractor will provide residents with guidelines on how to properly package and label their HHW materials prior to a scheduled collection. Contractor will, upon resident request, furnish residents

with appropriate containers, bags, and packaging materials necessary for the actual collection. Contractor may assist residents with properly packaging and labeling their HHW materials during a collection and Offerors are asked to describe their process for assisting residents with packaging and labeling on site at their homes. Information provided to residents will include safe handling, preparation for collection, personal protective equipment (“PPE”) usage, and emergency response procedures.

- f) County’s preference, though not a requirement, is that the selected Offeror is able to collect and dispose of all waste materials described in Exhibit F Acceptable Waste; however, County reserves the right to award to Offerors who propose to collect and dispose of any combination of HHW materials that may be found to adequately meet the County’s operational needs. If Contractor is unable to collect a material because it is not on Contractor’s acceptable materials list, Contractor will make every attempt to provide the resident with information about who and where they might dispose of the item.
- g) Weight limits for collections will not exceed those proposed by Offeror and agreed to by both parties in writing.
- h) County residents will typically be allowed to schedule a maximum of one DTD collection per month, per address, unless otherwise proposed and agreed to by County and Contractor in writing. The County reserves the right to increase or decrease number of pick-ups per year dependent upon residents’ needs.

3) Identification of HHW and Materials Accepted. Contractor will:

- a) Clearly communicate to residents the types of HHW materials that will be accepted for collection.
- b) Establish guidelines for acceptable container sizes and conditions.
- c) Ensure proper labeling of containers with the type of material and any associated hazards. Include instructions for labeling containers with appropriate hazard symbols, identification codes, and other relevant information.
- d) Provide a plan for handling, collecting, and disposing of unidentified HHW encountered either at the time a pick-up is requested or if unidentified HHW is encountered by Contractor when Contractor is performing a pick-up.

4) Handling and Packaging

- a) Once HHW materials are accepted by Contractor, HHW materials and all liability associated therewith, including handling, transporting, and disposal or recycling, become the sole responsibility of Contractor.
- b) Contractor will equip its collection personnel with appropriate personal protective equipment (PPE) and training on safety procedures to ensure proper ventilation and containment systems.
- c) Contractor’s personnel assigned to perform services will ensure the integrity of drums and other secure packaging for leaks, corrosion, and spill residue. If a drum or other packaging condition does not appear safe for transportation, then personnel will ensure the integrity and safety of drums and other secure packaging prior to transporting the HHW collected.
- d) Contractor will implement procedures to prevent spills or leaks during transportation.

5) Transportation

- a) Contractor will transport all waste in accordance with all applicable laws, rules, and regulations, including but not limited to, 49 CFR (Code of Federal Regulations), or the most currently applicable regulation, and shall maintain all required permits, licenses, insurance, and EPA Identification Numbers as required by Federal Regulations.
- b) All HHW waste collected will be packaged appropriately by Contractor for direct shipment to the final disposal facilities as determined by Contractor. Contractor will ensure that all required manifests are completed and that transport vehicles are placarded in accordance with 49 CFR 172.504 for placarding requirements, or the most currently applicable regulation.

6) Disposal and Recycling

- a) Unless otherwise requested by County, Contractor will dispose of County HHW based on the following hierarchy chosen by County, in the following order:
 - i) Reuse,
 - ii) Recycle,

- iii) Energy Recovery,
- iv) Treatment,
- v) Incineration,
- vi) Landfill.
- b) Contractor will send all waste to facilities that specialize in the disposal method appropriate to the type of waste.
- c) Contractor will appropriately dispose of all residential HHW collected within 10 days of collection date, unless otherwise proposed in Offeror's response and agreed-upon by County in the resulting agreement.
- d) Contractor will ensure that all disposal and recycling facilities utilized for Services are approved by the EPA to receive wastes sent to them.
- e) Contractor will retain copies of operating permits and licenses the Contractor utilizes for disposal and recycling ensure their compliance with federal, state, and local laws and requirements. Contractor will, upon County request, provide to County copies of these permits, licenses, and, if available, documentation of in-person inspections of those facilities.

7) Manifests, Invoicing, Reporting, and Documentation. Contractor will:

- a) Ensure all HHW collection and disposal services performed for County are properly invoiced, tracked and manifested, in accordance with all applicable procedures, regulations and laws, in addition to the following:
 - i) For each collection of HHW materials, prepare and provide to County monthly invoices in a manner consistent with contracted pricing that includes waste manifests compliant with all local, state, and federal regulations. Manifests provided to County will include, at a minimum, address of collection, name of responsible resident, all containers and materials collected, quantities, date of collection, transportation, treatment, storage, method of disposal, and date of disposal.
 - ii) County's preference, though not a requirement, is that Offerors collection documentation provided to County include photos of materials collected for every collection.
 - iii) As may be required by NMED, submit manifests to NMED, in accordance with applicable NMED requirements.
 - iv) Prepare, request from residents, sign, and provide to County any certification required by law for any materials collected or disposed of by Contractor through the County's DTD program.
- b) As part of the disposal facility waste acceptance process, prepare a separate Waste Profile Sheet for each waste stream, which will include, at a minimum, a detailed physical and chemical description for the waste it represents, the proper and applicable Department of Transportation shipping name, hazard class, and packing group.
- c) Provide copies of invoices, manifests and other related documents requested by County within ten (10) business days.

8) Health and Safety, Accident Prevention, Onsite Inspections, and Emergency Response.

- a) Contractor will prioritize the health and safety of collection staff and residents when providing Services to County.
- b) Contractor will implement safety protocols to minimize exposure to HHW materials during collection, packaging, transportation, and disposal.
- c) Contractor will be responsible for reducing the impact of any substance release while providing Services to County, properly cleaning any spills, responding to emergencies and directing emergency response measures, prior to arrival of Emergency Responders. Contractor will fully cooperate with and follow all instructions given by Emergency Responders.
- d) All equipment provided by Contractor for performance of Services under the Agreement will be in good working condition and properly maintained to assure efficient and safe use.

9) Service and Contract Management and Evaluation of Services. Contractor will:

- a) Appoint one individual as a primary point of contact to oversee and coordinate all aspects of the Services provided to County by Contractor. Contractor will notify County Project Manager in writing within ten (10) business days of any changes to the assigned primary point of contact and will provide to County all pertinent contact information.
- b) Establish performance metrics to regularly assess HHW DTD program participation and the efficiency and effectiveness of the collection process and ensure compliance with all contract terms and conditions.
- c) Provide an annual report, upon County request, summarizing the amount of HHW disposed of by Contractor, itemized by material type, weight in tons (or pounds if appropriate), and final disposal method, due by January 15.
- d) Schedule meetings at least quarterly, or more frequently as requested by County, to communicate with the Environmental Services Manager to address any issues or concerns related to the Services.

10) Online Portals for Residents and County Staff. County's preference, though not a requirement, is that Offerors provide an online portal through which residents can manage their accounts with Contractor, which may include but is not limited to, requesting collections and viewing information related to the collections they've requested. County's preference, though not a requirement, is that Offerors also provide a separate online portal for County staff to access County account information, which may include but is not limited to, billing information, service metrics, and collection reports and documentation. Should Offerors provide such a County staff portal, the following may apply to provision of that portal:

- a) Contractor will conform to the *applicable* requirements defined in the County's Technology Standards, attached as Exhibit E. Offerors will acknowledge the review of the County's Technology Standards and provide a narrative as to the compatibility of the listed elements that apply to the proposed solution for all applicable requirements in Exhibit E.
- b) Contractor will acknowledge: County retains all rights to its data and materials. Use of Contractor's system confers no ownership rights to Contractor, and County Materials and Data may be used by Contractor only as necessary to provide contracted services.
- c) Contractor's intranet devices must be capable of multi-factor authentication ("MFA").
- d) County's current method of data transfer is Portable Document File (PDF)-formatted files via Secure File Transfer Protocol (SFTP). Offerors may propose, and County may consider, an alternative method of data transmission.
- e) Using County's current MFA systems, any requirements for access to ports from the Internet into County Network will be approved via a technical review by County's Information Management Division before service implementation.
- f) Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; Contractor solutions will work in conjunction with stated antivirus products.
- g) Devices requiring wireless access must 1) be domain integrated or 2) be able to accept a captive portal agreement (a web page that the user of a public access network is obliged to view and interact with before granted access).
- h) Contractor's Cloud Service Providers ("CSP") must be located within the United States.
- i) Ownership of County data held in Contractor's CSP solution will remain with the County. County will have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports will be in MS-SQL format.

ADDITIONAL ALTERNATE SCOPE OF SERVICES (OR WORK)

The following Additional Alternates are optional to be included in Proposals at Offeror's discretion. Additional Alternate Proposals will be evaluated independently from each other and from the Base Scope of Services. Offerors may, at Offerors' discretion, submit Proposals for only the Base Scope of Services or may submit Proposals for any of the Additional Alternates. Offerors are not required to submit a Proposal for the Base Scope of Services in order to submit a Proposal for any of the Additional Alternates. As previously stated in General Information Section 10, the County contemplates a multiple source award. As such, the County reserves the right to award to one or more Offerors who can provide some or all of the requested services from the Base Scope or the Additional Alternates.

Response to Sections 1 – 10 in the Base Scope of Services as Related to the Additional Alternates
In addition to providing the information requested below specifically for the Additional Alternate(s), Offerors who **ARE NOT** submitting a Proposal for the Base Scope of Services, but **ARE** submitting a Proposal for any of the Additional Alternates, must also describe their ability to provide the services described in Sections 1 – 9 of the Base Scope of Services, **AS THEY RELATE TO ANY OF THE ADDITIONAL ALTERNATES ON WHICH THE OFFEROR IS PROPOSING.**

Offerors who are submitting Proposals for **BOTH** the Base Scope of Services and any of the Additional Alternates do not need to restate their response to the Base Scope of Services unless the way in which the Additional Alternate services are provided differs from what has already been described in the Offeror's Base Scope of Service Proposal.

1) Additional Alternate A – Unknown HHW Material Screening and Identification.

- a) Contractor will provide door-to-door services, by appointment only, to screen and identify unknown HHW materials for those who reside in Los Alamos County.
- b) During a Screening appointment, Contractor will make every reasonable attempt to safely and accurately identify and analyze unknown materials onsite to allow for its disposal onsite in accordance with all applicable laws, regulations, and procedures, which may include, but is not limited to use of the appropriate HazCat® Chemical Identification System.
- c) Upon identification of an unidentified material, Contractor will label and sort unlabeled materials onsite as needed. If Offeror is also proposing to provide the Base Scope of Services, Contractor may then either collect the material for transportation and disposal or recycling at that time or inform the resident of the process to request a separate collection appointment.
- d) If Contractor determines that unidentified material containers cannot be opened or are unsafe to open, or if Contractor is unable to identify a material onsite, Contractor will offer resident options for further offsite materials testing.
 - i) If offsite testing is offered directly through Contractor, Contractor will collect a sample of the material sufficient for testing and inform the resident of the testing process, timeline for results, next steps, and safe handling of the unidentified material until results are provided to the resident. Upon notifying the resident of the testing results, Contractor will inform the resident of the process to request a separate collection appointment.
 - ii) If offsite testing is not offered directly through Contractor, Contractor will make every attempt to provide the resident with information about where testing may be offered.

2) Additional Alternate B – PCB Contamination

- a) Contractor may be requested by residents to collect and dispose of materials that are known to be contaminated with PCBs, or certain materials collected by Contractor may unknowingly contain PCBs.
- b) Materials containing PCBs may include but are not limited to the following: transformers and capacitors; electrical equipment including voltage regulators, switches, re-closers, bushings, and electromagnets; oil used in motors and hydraulic systems; fluorescent light ballasts; cable insulation; thermal insulation material including fiberglass, felt, foam, and cork; adhesives and tapes; oil-based paint; caulking; plastics; carbonless copy paper; and floor finish.
- c) Offerors recommended for award of Additional Alternate B must possess the ability to test for, quarantine, identify, and properly collect, transport, and dispose of PCB contaminated materials in

accordance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the Toxic Substances Control Act of 1976 ("TSCA") and current PCB Regulations found in Part 761 in Title 40 of the Code of Federal Regulations (40 CFR 761).

3) Additional Alternate C – Disaster DTD HHW Program

- a) Contractor shall, upon County request, provide a program in neighborhoods that have experienced a localized disaster, including but not limited to a flood, fire, or landslide after controlling authorities have authorized entry for this activity.
- b) Working with the controlling authority, Contractor will conduct a site evaluation and produce a site-specific work plan and health and safety plan. Operating under the work plan, Contractor shall remove all identifiable HHW from each house and package for transportation and disposal.

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit A. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60-300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B and submit with the proposal. This Form serves as a warrant of the vendor's responsibility and may not necessarily preclude the vendor from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit C. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

- 1) Offerors shall submit a Proposal to the County in the format described below. Information provided in the Proposal may be used in the contract between the successful Offeror(s) and County.
- 2) To facilitate the review process, County’s preference, though not a requirement, is that Proposals be in 8.5” X 11” page format; that they not exceed fifty (50) pages, excluding Exhibits and attachments and staff resumes; and that marketing materials included not exceed five (5) pages of materials. If submitted electronically, Proposal documents should be submitted in PDF format, unless otherwise specified herein. Exhibit F Acceptable Waste and Exhibit G Cost Proposal should be submitted in MS Excel format.
- 3) Proposals should include, but need not be limited to, the Proposal Response Components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.
- 4) Offerors are encouraged to attend the scheduled pre-proposal meeting and are expected to submit in writing, **PRIOR TO THE RFP CLOSING DATE**, any questions or requested clarification necessary for Offerors to provide a complete response with all Proposal Response Components included. Offerors are asked to refrain from including in Proposals statements such as “more information available upon request,” “to be determined based on statement of work,” “to be determined based on County need,” or other similar statements. If more information or clarification is needed from County for Offerors to provide all the Proposal Response Components requested, Offerors may request such information **PRIOR TO RFP CLOSING** so that County can provide answers and clarification via Addenda to all potential Offerors.
- 5) Responses to the RFP should include the following Proposal Response Components:

Proposal Response Components

Ref. No.	Section Title	Submission Information
FOR ALL PROPOSALS - BASE SCOPE AND ALL ADDITIONAL ALTERNATE PROPOSALS INCLUDE THE FOLLOWING COMPONENTS		
1	Cover Sheet	<ol style="list-style-type: none"> 1. Provide the full legal name of the Contractor who will execute the contract, and the name, phone number, and e-mail address of the primary person responsible for responding to questions and communication related to the RFP. 2. Reference the RFP number and name. 3. Reference which requested services Offeror has included in the Proposal (i.e., Base Scope, Add Alternate A, B, and/or C)
2	Cover Letter	<ol style="list-style-type: none"> 1. Size of company or organization. 2. Length of time in business. 3. Include qualifications and a narrative description of the characteristics that set the company apart such as unique examples of service or added value, and any recognition or endorsements received. 4. Describe the company’s financial growth history and

Ref. No.	Section Title	Submission Information
		viability.
3	Executive Summary	1. Provide a clear, concise overview of the Proposal.
4	Proposed Staff Qualifications, Experience, and Safety Records	<ol style="list-style-type: none"> 1. Demonstrate knowledge, skills, and experience of all staff proposed to accomplish the work. 2. Provide detailed background and experience of the individual to be assigned as the single point of contact for the County. 3. Provide a list of any subcontractors or third parties who will be used to provide any Services throughout the term of an agreement and describe the Services they will provide, and their qualifications and experience to provide said Services. 4. Provide any publicly available industry standard safety records or metrics, including any findings or awards for safety performance and compliance within the last four (4) years.
5	Previous or Current Client References	<ol style="list-style-type: none"> 1. Information provided in Proposals will be used for evaluation purposes. The County reserves the right to contact some or all the references to verify any information provided and to request that references provide additional information. 2. If previous client reference information is confidential, Offerors may state so, however, evaluation scores will reflect Offeror's inability to include requested reference information in the Proposal. Explicitly 3. Provide references for at least three entities for whom Offeror has provided similar Services in the previous five (5) years. 4. References should include company name, address, contact name, position, telephone number, and the period during which services were provided. 5. Include a brief description of the Services provided for each reference.
6	Exhibit G - Cost Proposal	<ol style="list-style-type: none"> 1. Provide Total Costs Proposed for all years of an agreement using Exhibit G - Cost Proposal. Use the appropriate Tab in the spreadsheet depending on whether Offeror is proposing on the Base Scope (Tab 01) or any of the Add Alternates (Tabs 02 – 03) 2. <i>Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the <u>use of a cost-plus-a-percentage-of-cost contract is prohibited. County cannot accept any proposed cost+ pricing.</u></i> 3. Provide costs for all services, including optional services, for up to seven (7) years of the term of the agreement. County's desire is for all possible options to be included in Proposals for County consideration. 4. If necessary, Offerors may propose a scalable fee schedule based on number of collections, tons collected, etc., as long

Ref. No.	Section Title	Submission Information
		<p>as those scalable fees are proposed for all potential years of the term of an agreement.</p> <p>5. Offerors may propose annual cost escalators for future years of the agreement. The County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors must provide a minimum proposal and pricing for four (4) years. Offerors should note that the ability to provide services and pricing for a seven (7) year contract term is the County's preference, is a scored evaluation criterion, and those who cannot provide services and pricing for a minimum of four (4) years will be found non-responsive. The County, at its sole discretion, reserves the right to accept any given proposed fee.</p> <p>6. Describe costs for any reimbursable or direct costs, if any. County's preference is that all reimbursable costs for travel and direct costs be rolled into proposed Service fees. However, County may consider Proposals where reimbursable or direct costs are passed through to County. Reimbursable or direct costs, including travel or training materials purchased by Offeror in the performance of Services under the Contract, that have been pre-authorized by the County, may be billed at actual cost to the County with a copy of the invoice from Offeror's supplier, and with any proposed administrative invoice processing fee.</p> <p>7. Describe how and when all fees will be charged to County throughout the term of an agreement.</p>
7	<p>Acceptable Waste <i>(May not be applicable to Additional Alternate A and B)</i></p>	<p>County's preference, though not a requirement, is that the selected Offeror is able to collect and dispose of all waste materials described in Exhibit F; however, County reserves the right to award to Offerors who propose to collect and dispose of any combination of HHW materials County may determine adequately meets the County's operational needs.</p> <ol style="list-style-type: none"> 1. Using Exhibit F, affirm Offeror's ability to accept the identified HHW waste types. 2. Using Exhibit F, add any additional types of waste Offeror may or may not accept. <p>For Offeror's proposing on ONLY Additional Alternate A or Additional Alternate B, providing a list of Acceptable Waste may not be applicable as those services in Additional Alternate A are specific to screening and identifying unknown materials and those services in Additional Alternate B are specific to identifying and collecting PCB contaminated materials. Offerors proposing on ONLY Additional Alternate A or Additional Alternate B need only provide a list of acceptable and unacceptable waste as may be applicable to Additional Alternate A or Additional Alternate B, respectively.</p>

Ref. No.	Section Title	Submission Information
8	Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations	Demonstrated understanding of applicable federal, state, and local laws rules and regulations and ability to comply. List the laws, rules, and regulations to which Offeror is subject in order to provide the Services requested. Describe Offeror's ability to comply with those laws, rules, and regulations.
9	Valid Licenses, Permits, Trainings and Certifications	Offerors should describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates they possess to carry out the Services required in the State of New Mexico, or as may be required by other States if Offeror is not based in New Mexico or if waste disposal facilities will be located outside of New Mexico. County reserves the right to independently verify any information submitted in response to this Proposal Response Component.
10	Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.	<ol style="list-style-type: none"> 1. Offeror should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions. 2. Offerors should provide with their Proposal any of their own standard contractual terms or provisions the County will be asked to consider if Offeror is selected for award. This may include, but is not limited to, such things as a sample Master Services Agreement <u>and any additional governing documents referenced within those sample standard agreements.</u> Offerors should note if their own standard contractual terms or provisions conflict with those provisions provided in Exhibit A, and should provide any suggested edits to Exhibit A. <u>The County may consider, but is under no obligation to accept, any of Offeror's contractual terms or provisions included in Offeror's Proposal.</u> 3. County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.
11	Additional Documents to Submit with Proposals	<p>In addition to all other components requested in the Proposal Format and Scope of Services section, submitted Proposals should include, but may not be limited to the following:</p> <ol style="list-style-type: none"> 1. Exhibit B: Certification Regarding Debarment, Suspension, and other Responsibility Matters 2. Exhibit C: Campaign Contribution Disclosure Form 3. Exhibit D: Verification of Authorized Offeror 4. Exhibit E: County Technology Standards, if Offeror is proposing to provide an online portal for County staff. 5. A copy of all addenda issued, signed by Offeror
BASE SCOPE OF SERVICES INCLUDE THE FOLLOWING COMPONENTS		
12	Base Scope of Services (Scope Sections 1 -10)	Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of

Ref. No.	Section Title	Submission Information
		<p>Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p> <ol style="list-style-type: none"> 1. Section 1 – Generally 2. Section 2 – Collection, Scheduling, and Preparation of Materials 3. Section 3 – Identification of HHW and Materials Accepted 4. Section 4 – Handling and Packaging 5. Section 5 – Transportation 6. Section 6 – Disposal and Recycling 7. Section 7 – Manifests, Invoicing, Reporting, and Documentation 8. Section 8 – Health and Safety, Accident Prevention, Onsite Inspections, and Emergency Response 9. Section 9 – Service and Contract management and Evaluation of Services 10. Section 10 – Online Portals for Residents and County Staff.

ADDITIONAL ALTERNATE RESPONSES

Response to Sections 1 – 10 in the Base Scope of Services as Related to the Additional Alternates

In addition to providing the information requested below specifically for the Additional Alternate(s), Offerors who **ARE NOT** submitting a Proposal for the Base Scope of Services, but **ARE** submitting a Proposal for any of the Additional Alternates, must also describe their ability to provide the services described in Sections 1 – 10 of the Base Scope of Services, **AS THEY RELATE TO ANY OF THE ADDITIONAL ALTERNATES ON WHICH THE OFFEROR IS PROPOSING.**

Offerors who are submitting Proposals for **BOTH** the Base Scope of Services and any of the Additional Alternates do not need to restate their response to the Base Scope of Services unless the way in which the Additional Alternate services are provided differs from what has already been described in the Offeror's Base Scope of Service Proposal.

Additional Alternate A – Unknown Household Hazardous Waste Material Screening and Identification

INCLUDE THE FOLLOWING COMPONENTS

13	<p>Base Scope of Services (Scope Sections 1 -10) As They Apply to Additional Alternate A</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p>
14	<p>Additional Alternate A Scope of Services</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Additional Alternate A Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p>

Ref. No.	Section Title	Submission Information
<p>Additional Alternate B – PCB Contamination INCLUDE THE FOLLOWING COMPONENTS</p>		
15	<p>Base Scope of Services (Scope Sections 1 -10) As They Apply to Additional Alternate B</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p>
16	<p>Additional Alternate B Scope of Services</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Additional Alternate B Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p>
<p>Additional Alternate C – Disaster Door-to-Door HHW Program INCLUDE THE FOLLOWING COMPONENTS</p>		
17	<p>Base Scope of Services (Scope Sections 1 -10) As They Apply to Additional Alternate C</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed</p>
18	<p>Additional Alternate C Scope of Services</p>	<p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Additional Alternate C Scope of Services. Offerors should 1) restate the requirements for each section, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed.</p>

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.

Additional Alternate Proposals will be evaluated independently from each other and from the Base Scope of Services.

#	Criteria Base Scope of Services	Max Points
1	Proposed Staff Qualifications, Experience, and Safety Records	5
2	Previous or Current Client References	5
3	Cost Proposal	20
4	Acceptable Waste	10
5	Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations	10
6	Valid Licenses, Permits, Trainings and Certifications	10
7	Ability to Provide Services and Pricing for a Seven (7) Year Agreement Term 7 Years = 10 points 4-6 years = 5 points Less than 4 years = Non-Responsive	10
8	Ability to Provide the Requested Scope of Services	30
	Total Points	100

#	Criteria for Additional Alternate A - Unknown HHW Material Screening and Identification	Max Points
1	Proposed Staff Qualifications, Experience, and Safety Records	5
2	Previous or Current Client References	5
3	Cost Proposal	25
4	Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations	10
5	Valid Licenses, Permits, Trainings and Certifications	10
6	Ability to Provide Services and Pricing for a Seven (7) Year Agreement Term 7 Years = 10 points 4-6 years = 5 points Less than 4 years = Non-Responsive	10
7	Ability to Provide the Requested Scope of Services	35
	Total Points	100

#	Criteria for Additional Alternate B – PCB Contamination	Max Points
1	Proposed Staff Qualifications, Experience, and Safety Records	5
2	Previous or Current Client References	5

#	Criteria for Additional Alternate B – PCB Contamination	Max Points
3	Cost Proposal	25
4	Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations	10
5	Valid Licenses, Permits, Trainings and Certifications	10
6	Ability to Provide Services and Pricing for a Seven (7) Year Agreement Term 7 Years = 10 points 4-6 years = 5 points Less than 4 years = Non-Responsive	10
7	Ability to Provide the Requested Scope of Services	35
	Total Points	100

#	Criteria for Additional Alternate C – Disaster Door-to-Door HHW Program	Max Points
1	Proposed Staff Qualifications, Experience, and Safety Records	5
2	Previous or Current Client References	5
3	Cost Proposal	20
4	Acceptable Waste	10
5	Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations	10
6	Valid Licenses, Permits, Trainings and Certifications	10
7	Ability to Provide Services and Pricing for a Seven (7) Year Agreement Term 7 Years = 10 points 4-6 years = 5 points Less than 4 years = Non-Responsive	10
8	Ability to Provide the Requested Scope of Services	30
	Total Points	100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-18

Door-to-Door Household Hazardous Waste Collection and Disposal

**Offerors should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions.*

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 202X ("Effective Date"). [Alternate: to be effective on the date of last signature]

WHEREAS, [FOP RFP'S] -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on _____, requesting proposals for _____, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services; and

[FOR RFP'S ONLY] -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

[FOR CONTRACTS MORE THAN \$200,000.00] -- **WHEREAS**, the County Council approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$50,000.00] -- **WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the [County Manager/County Utilities Manager] may renew this Agreement for up to _____ (___) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly or per the completion of the Project Phase/Task]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold

harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Pollution Liability Insurance:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a TWO MILLION DOLLAR (\$2,000,000.00) annual aggregate, with pollution coverage which extends to all of the Contractor's activities under this Agreement and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the contractor's negligent performance of work described herein.
5. **Cyber Insurance:** *[This will be required if Offeror proposes to provide an online portal as described in Section 10 of the Scope of the RFP]* In addition to insurance required under this Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of this Agreement and for two (2) years following the termination or expiration of this Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The [County Manager/County Utilities Manager] may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:	Contractor:
Project Manager	
Incorporated County of Los Alamos	
Address	
Los Alamos, New Mexico 87544	

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the

terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "X." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "X." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____
NAME: _____ DATE _____
TITLE: _____

SAMPLE SERVICES AGREEMENT AGRXX-XXX
Exhibit X
Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: _____

Email: _____

County: _____

Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP NO: 24-18**

Door-to-Door Household Hazardous Waste Collection and Disposal

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP NO: 24-18
Door-to-Door Household Hazardous Waste Collection and Disposal

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things 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.

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

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

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

“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: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit D

VERIFICATION OF AUTHORIZED OFFEROR RFP NO: 24-18 Door-to-Door Household Hazardous Waste Collection and Disposal

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

Federal Tax I.D. # NM CRS # (if located in-state)

Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

Exhibit E
County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions
RFP NO: 24-15

RFP Name: Fire Incident Records Management System Software

This attachment shall be returned with the RFP submittal if Offeror is proposing to provide an online portal.

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this Exhibit called “Operator”, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in Table 1 below, check “YES” to indicate compliance, “NO” to indicate non-compliance, or N/A to indicate that the requirement is not applicable. In the cell beneath each standard requirement, ***briefly*** describe ***how*** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, Offeror’s may find these policies on the County’s website at the following web address: <https://lacnm.com/bids>.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
	N/A - hosted			
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division			N/A

	with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			
	N/A - hosted			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			N/A
	N/A - hosted			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
	N/A - hosted			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics			

	1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. 			N/A

	<ul style="list-style-type: none"> Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>			
	N/A - hosted			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

<p>Email (On-Premise & Hosted)</p>	<p>Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				
<p>Geographic Information Standards (GIS) (On-Premise & Hosted)</p>	<p>The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				
<p>Mobile Devices</p>	<p>Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				
<p>Security & SSL (On-Premise & Hosted)</p>	<p>Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions</p>			

	<p>shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Hosted/Cloud Based Services	<ul style="list-style-type: none"> • Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. • Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the 			

	<p>data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				

Exhibits F and G
RFP NO: 24-18
Door-to-Door Household Hazardous Waste Collection and Disposal

These attachments shall be returned with the RFP submittal as described below, unless otherwise stated below.

The attached MS Excel Exhibit F Acceptable Waste and Exhibit G Cost Proposal should be returned in their original MS Excel format with the RFP submittal. These Exhibits should not be converted to PDF or any other format for submittal.

Include any associated narrative as a separate document and attach additional pages as needed if more room is necessary to fully describe all costs proposed.

Exhibit F
Acceptable Waste

May not be applicable for Additional Alternate A or Additional Alternate B. For Offeror's proposing on ONLY Additional Alternate A or Additional Alternate B, providing a list of Acceptable Waste may not be applicable as those services in Additional Alternate A are specific to screening and identifying unknown materials and those services in Additional Alternate B are specific to identifying and collecting PCB contaminated materials. Offerors proposing on ONLY Additional Alternate A or Additional Alternate B need only provide a list of acceptable and unacceptable waste as may be applicable to Additional Alternate A or Additional Alternate B, respectively.

and

Exhibit G
Cost Proposal

(Only the applicable tab is required depending on which option(s) Offeror is proposing to provide)

- Tab 01 – Base Scope**
- Tab 02 – Additional Alternate A**
- Tab 03 – Additional Alternate B**
- Tab 04 – Additional Alternate C**

If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors must provide a minimum proposal and pricing for four (4) years. Offerors should note that the ability to provide services and pricing for a seven (7) year contract term is the County's preference, is a scored evaluation criterion, and those who cannot provide services and pricing for a minimum of four (4) years will be found non-responsive. The County, at its sole discretion, reserves the right to accept any given proposed fee.

Offerors whose cost proposals do not conform to this MS Excel format provided may propose, using their own document, all costs for all services, provided all costs for a term of up to seven (7) years are included.