

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) 662-8056

Advertised: **February 15, 2024**

Closing Date: **March 14, 2024**

Non-Mandatory Pre-Proposal Conference: **10:00 a.m. February 27, 2024**

**Request for Proposals (“RFP”)**

**RFP Number: -24-48**

**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

**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](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP-24-48 Solid Waste and Recycling Hauling and Disposal Services.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to **Carmela Salazar**, Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@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](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, Month, Thursday, March 14, 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, Thursday, March 14, 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.

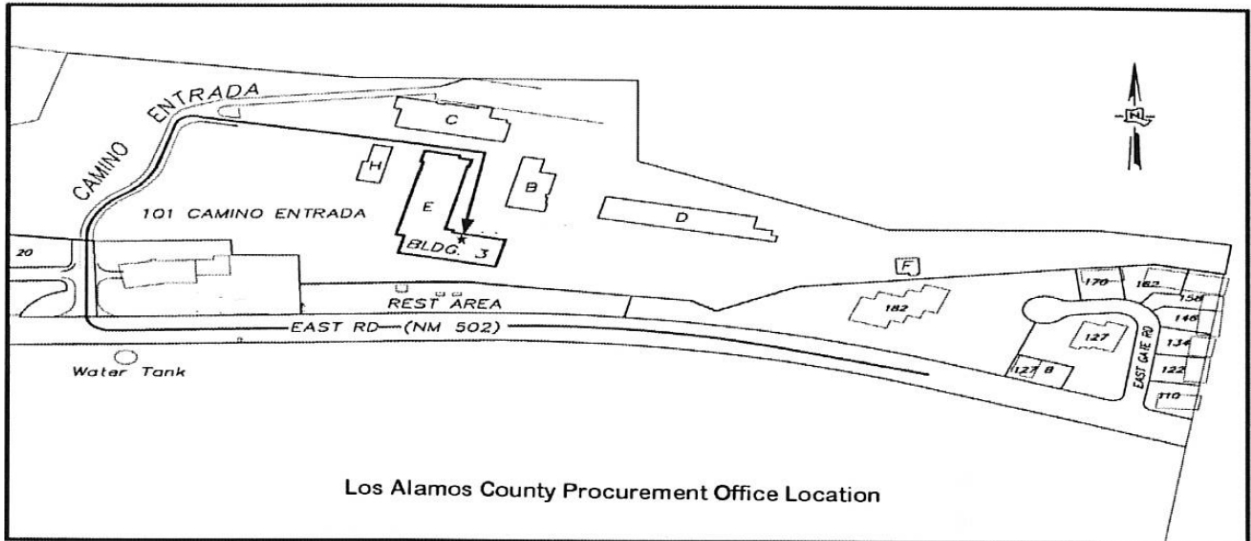
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
  - o 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.
  - o 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 Pre-Proposal Conference will be held on Tuesday, February 27, 2024, AT 10:00 A.M. at the Los Alamos County Eco Station 3701 E. Jemez Road, Los Alamos, New Mexico.

## CONTACT INFORMATION

1. For project-specific information, contact [Armando Gabaldon](#), at [armando.gabaldon@lacnm.us](mailto:armando.gabaldon@lacnm.us); (505) 662-8163.
2. For procurement process information, contact [Carmela Salazar](#), Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 662-8056.
3. Written questions submitted via e-mail should be sent to [Carmela Salazar](#) and copied to [Armando Gabaldon](#).
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.  
<https://lacnm.com/bids>

## NEED STATEMENT

Los Alamos County ("County") is requesting proposals from qualified Offerors to provide solid waste transportation, recycling transportation, and disposal services. Offerors may propose on either disposal or transportation services or both. Offerors may propose multiple offers.

## BACKGROUND

The Incorporated City and County of Los Alamos ("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 ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Los Alamos County owns and operates the Transfer Station (Eco Station). The Eco Station is located at 3701 East Jemez Road, Los Alamos, NM approximately ¼ mile east of Diamond Drive. The County provides solid waste and recycling collection and disposal services for approximately 18,000 residents, 7,250 residential households, 300 commercial businesses and the construction sectors. The waste and recycling materials collected are processed at the Eco Station.

Hours of Operation: The Eco Station operates seven (7) days per week and is closed on County observed holidays. The Eco Station accepts waste between the hours of 8:00 a.m. and 4:15 p.m. Monday through Friday, and 9:00 a.m. and 4:15 p.m. Saturday and Sunday.

Scales: The County employs comprehensive waste screening procedures to assure that only Acceptable Waste enters the Eco Station and will be loaded onto transfer trailers. Radiation detectors are located at the entrance scale to the Eco Station.

An axle scale is located in the transfer station tunnel that measures the weight for each axle of the transfer vehicle. A ticket showing the final weight of the transfer vehicle will be provided to the driver prior to departing the Eco Station.

Waste Processing and Loading: Waste and recycle material will be processed on the tipping floor before being loaded into the transfer trailers with a front loader. The facility is not designed for compacting waste into the transfer trailer. The Eco Station staff will load trailers with waste or recycle materials and the transportation contractors will remove loaded trailers from the Eco Station property and safely deliver the

material to the designated disposal and recycle facilities. The transportation contractors shall provide empty transfer trailers staged at the Eco Station to support operations as well as provide a terminal tractor (yard goat) so that trailers can be moved around the site. Contractors may propose an alternative operation method to increase efficiency and decrease costs.

On average the Eco Station generates four (4) loaded transfer trailers per day, Monday through Friday and one (1) to two (2) loaded transfer trailers on Saturday and Sunday. Loaded transfer trailers must be transported a minimum of once daily, with the exception of transfer trailers loaded after 2:00 p.m. on weekdays, prior to a holiday or on a Saturday or Sunday because most landfills are closed on Sunday. Refuse loads average 18 per (7) seven days. Mixed recycling services are bi-weekly therefore County loads a mixed recycling load (1) once per day, in total of (6) six days in a row. Cardboard loads are a minimum of (2) two per month.

Los Alamos County has a comprehensive recycling and composting program that currently diverts approximately 54% of the material by weight that is brought to the Eco Station. The County will continue to expand the recycling program and requires that the terms of the transportation and disposal agreement accommodate these changes. Tables 1 and 2 provide details about the waste and recycle materials processed at the Eco Station.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visitlosalamos.org](http://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 15, 2024
Non-Mandatory Pre-Proposal Meeting	February 27, 2024
RFP Closes - Date Proposals are Due, Evaluation Begins	March 14, 2024
Evaluation Ends, Contract Drafting and Review Period Begins	March 25, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	May 7, 2024

**SCOPE OF SERVICES (or WORK)**

1. Transportation Services
  - a. The selected transportation contractors shall furnish all labor, supervision, equipment, materials, registrations, licenses and supplies necessary to transport waste and recycling from the Eco Station to the designated disposal facility. The County expects to designate a Primary Landfill Disposal Facility as a result of this procurement. Some of the regional landfills that may be used for disposal are listed in Table 3. Recycling markets currently used by the County are also listed in Table 3. The County will designate markets for recyclables which may change during the contract term.
  - b. Selected transportation contractors shall provide a terminal tractor, sometimes called a yard goat, with air suspension for moving transfer trailers at the Eco Station. It shall be equipped with a raising and lowering 5<sup>th</sup> wheel. The terminal tractor (yard goat) shall be left at the Eco Station. Properly

trained and licensed County staff will operate the terminal tractor (yard goat) at the Eco Station to facilitate efficient loading of transfer trailers.

- c. Selected transportation contractors shall transport waste and recycle materials to the designated disposal facility, Monday through Saturday in a manner that ensures the timely removal of solid waste and recycling as directed by the County.
- d. Transportation services are expected to commence no later than the first business day of January 2025. Selected transportation contractors shall provide nine (9), fifty-three (53) foot, 120 cubic yard, aluminum/steel, self-ejecting/walking floor, leak proof, transfer trailers, with ten (10) foot spread axles, and a ratchet strap tarping system (situated on the right passenger side of the trailer to meet facility needs) for the transport of waste, recycling or mulch materials. The trailers shall have air bag suspension and be a maximum height of 13 feet 5 inches with the ability to inflate/deflate suspension air bags. Each trailer shall have catwalk and a ladder located in the front of the trailer on the left side to allow for tarping access.
- e. Selected transportation contractors shall provide at minimum six (6) empty transfer trailers at the beginning of each operating day considering the three (3) remaining trailers are under active transport. The Eco Station operates seven (7) days per week, with the exception of County observed holidays, or when inclement weather exists.
- f. Selected transportation contractors shall provide and maintain transfer trailers, ratchet straps, tarp systems and terminal tractor (yard goat) in accordance with New Mexico Department of Transportation ("NMDOT") rules and regulations. This yard goat will not leave or be operated outside of the Eco Station.
- g. Selected transportation contractors shall provide weekly preventative maintenance for all equipment.
- h. Selected transportation contractors shall provide and maintain petroleum products for terminal tractor (yard goat) and transfer trailer equipment. Maintenance shall be pre-scheduled in advance so that operations are not disrupted, or as needed for unexpected damage repairs to remain compliant with NMDOT.
- i. Selected transportation contractors shall provide maintenance and supplies for equipment (tarp fabrics, ratchet straps/or ratchet mechanisms) within forty-eight (48) hours upon request by the Environmental Services Manager or Superintendent.
- j. Selected transportation contractors shall provide maintenance and supplies for equipment within four (4) hours of notification of an emergency situation such as a mechanical break, starters, airline leaks punctures or tires that become off the bead.
- k. Selected transportation contractors shall have at minimum two (2) points of contact, preferably a supervisor or a designated dispatch during hours of operations for the purposes of communications between County and selected contractor's employees. Communication may be through work mobile phones, CB radios and/or landlines between County scale house, superintendent, and selected contractor's supervisor and/or dispatch.
- l. Selected transportation contractors shall have both pre and post inspections for damages to all trailers that are disconnected or hitched. Any damages found should be verbally reported immediately to the Environmental Services Manager or Superintendent, and within twenty-four (24) hours in an incident form provided by County.

## 2. Landfill Disposal Services

- a. Selected disposal contractors shall furnish all permits, registrations, labor, supervision, equipment, materials, supplies and reporting necessary to properly landfill the solid waste material generated from the Los Alamos County Eco Station.
- b. Selected disposal contractors shall provide a primary and secondary guaranteed disposal capacity for the term of the Disposal Agreement and any extensions thereof. The County intends to deliver all acceptable waste from the Los Alamos County Eco Station to the Primary Disposal Facility.

Should the Primary Disposal Facility be unable to provide service, the Secondary Disposal Facility shall receive Los Alamos County's waste.

- c. Selected disposal contractors shall provide monthly detailed reports listing the date, vehicle identification and weight of loads of waste with monthly billing.
- d. Selected disposal contractors shall furnish copies of landfill tickets upon request.
- e. Selected disposal contractors shall maintain a record of where Eco Station waste is buried.
- f. The County reserves the right to audit the disposal facility at any time.
- g. Selected disposal contractors shall facilitate an audit of permits, regulatory correspondence, records, operating procedures, and the disposal facility prior to executing the Agreement.

**INFORMATION RELATED TO THE SCOPE OF WORK**

The following historical Los Alamos County disposal and recycling information is provided to Offerors to assist them in the preparation of proposals. This information is provided for information purposes only and is not a guarantee of future waste volumes to be handled at the Eco Station.

**Table 1 shows historical information for waste received at the Eco Station. Incoming material to the Eco Station varies based on season and other factors.**

<b>TABLE 1. HISTORICAL WASTE VOLUME (approximate tons)</b>									
<b>Category of Waste</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Trash	17,604	15,829	15,702	16,464	17,483	17,498	16,691	17,033	16,448
Recycle	2,292	2,786	2,033	1,973	2,141	2,033	2,001	1,917	1,916
Mulch	68.07	501.64	225.74	771.29	151.74	46.72	2076.05	771.03	453.65
Clean Fill	10,257	14,012	11,682	8,874	14,932	13,953	7,516	994	1,619
Note: The recycle and brush tonnage will be hauled to markets by the transportation vendor sought in this RFP. Clean fill material is recycled and processed at the Eco Station.									

**Table 2 shows the average and peak daily waste quantities for the Eco Station based on historical waste acceptance data.**

<b>TABLE 2. ESTIMATED AVERAGE AND PEAK DISPOSAL VOLUME</b>		
<b>Day of the Week</b>	<b>Average (ton per day)</b>	<b>Peak (ton per day)</b>
Weekday (Monday – Friday)	70	110
Weekend (Saturday, Sunday)	20	40
Notes: 1. Daily throughputs vary by season, with peak values occurring in the summer. 2. Average and peak volumes are not guaranteed. 3. Does not include brush materials.		

Los Alamos County plans to designate a disposal facility as a result of this RFP. For planning purposes, a list of some of the potential disposal facilities is provided in Table 3 below.

**TABLE 3. SOME REGIONAL LANDFILLS/RECYCLING/COMPOSTING FACILITIES WITHIN 150 MILES OF LOS ALAMOS COUNTY**

This list is for information purposes only, it does not indicate the final disposal destination nor hours of acceptance for Los Alamos County waste. The County does not certify this information.

Facility (Owner Operator)	Hours of operation	Approximate road miles between Los Alamos County Eco Station and destination
Cerro Colorado Landfill (City of Albuquerque)	7 am - 5 pm Monday – Sunday Closed Thanksgiving, Christmas, New Year's Day	115
NE New Mexico Regional Landfill, (Herzog Environmental Inc.) 39346 Frontage Road, Wagon Mound, NM 87752	7 am – 5 pm Monday – Friday	140
Rio Rancho Landfill (Waste Management Inc.) 1132 33rd Street Rio Rancho, New Mexico 87124	7:00am to 5:00pm Monday - Friday 7:30 am – 1:00 pm on Saturdays Closed Sunday	85
Sandoval County Landfill (Sandoval County) Idalia Road. west of NM 528	8 am – 4 pm Monday – Saturday. Closed Sundays and holidays May close during high winds, rain, or snow.	85
Valencia Regional Landfill (Waste Management Inc.) 1600 Highway 6 NM Los Lunas, NM 87031	7:00am to 4:00pm Monday - Friday CLOSED Saturday and Sunday	125
Bayo Canyon Compost Facility Los Alamos, NM	Monday – Friday as Scheduled	10
State Rubber 1390 County Road 344 Denver City, Texas 79323	8:00am to 5:00pm Monday – Friday CLOSED Saturday and Sunday	345
BARCo Recycling 5029 Edith Blvd., NE Albuquerque, NM 87107	8:00am to 3:30pm Monday – Friday Closed Saturday and Sunday	93
McKinnley Paper 4600 Williams Street SW Albuquerque, NM 87501	8:00am to 4:30pm Monday – Friday Closed Saturday and Sunday	101

\*Approximate miles were determined using Map Quest.

## **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.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror 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, as a governmental entity is subject to certain laws and prohibitions and may, but is not required to, negotiate changes in contract terms and provisions, but will not agree to language that is in violation of the law. 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 is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror 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 prior to County's obligation to pay for the Services.

## 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:

Offerors shall submit a Proposal to the County in the format described below.

All proposals should be in 8.5X11-inch format. There is no page limit.

Proposals should include, but need not be limited to, the following seven (7) components (in addition to the attachments) as identified below. **For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below.**

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

1. **Introduction and Experience.** Provide a brief one (1)-page introductory cover letter including Offeror's experience providing the services described in the Scope of Services, i.e. transporting solid waste, recycling hauling and/or disposal services.
2. **References.** List three (3) individuals who can be contacted as references. Include addresses, phone numbers, and email addresses for each one.
3. **Ability to Meet the Scope of Services.** Using Exhibit "E" Proposal Questionnaire and Cost Summary Worksheet, affirm the ability to provide the services described in the Scope of Services. If room is needed to further describe services or abilities, Offeror's should provide that on a separate page in the Proposal. If proposing for Disposal Services please also complete Exhibit "F" Disposal Facility Data Form and submit with Proposal.
4. **Cost Proposal.** *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 use of a cost-plus-a-percentage-of-cost contract is prohibited."* Propose, using Exhibit "E" Proposal Questionnaire and Cost Summary Worksheet, provide fees for all seven (7) years of the agreement to provide the services described in the RFP.
5. **Proof of Valid Licenses, Permits, Trainings and Certifications.** Provide in the Proposal, all pertinent licenses, permits, insurance bonds, registrations and/or certificates Offeror possesses to carry out the Services required in the State of New Mexico.
6. **Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.** 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. (*Please also see "Award of Solicitation" above.*)

7. **Confirmation of Ability to Provide a Certificate of Authority Issued by the New Mexico Secretary of State or Statement that NMSA 1978 §53-17-5 and §53-19-48 is Not Applicable.** Offeror should acknowledge in their Proposal the ability to comply with New Mexico state’s law, which 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. Using the Proposal Questionnaire in Exhibit “E” Offerors should note whether they are currently in good standing or provide acknowledgement that Offeror shall timely comply with NMSA 1978 §53-17-5 and §53-19-48 if not already in compliance. If NMSA 1978 §53-17-5 and §53-19-48 are not applicable to Offeror, include a statement of explanation in the Proposal.

**DOCUMENTS TO SUBMIT WITH PROPOSAL.** Should include, but may not be limited to the following:

1. Exhibit “A”: Sample Services Agreement with any deviations or exceptions to County’s standard terms identified or acknowledgement of no deviations or exceptions.
2. Exhibit “B”: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
3. Exhibit “C”: Campaign Contribution Disclosure Form
4. Exhibit “D”: Verification of Authorized Offeror
5. Exhibit “E”: Proposal Questionnaire and Cost Summary Worksheet
6. Exhibit “F”: Disposal Facility Data Form for proposals offering Disposal Services only.
7. Proof of all pertinent licenses, permits, insurance, bonds, registrations and/or certificates to carry out the services required in the State of New Mexico.

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

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Experience	<b>25</b>
<b>2</b>	References	<b>10</b>
<b>3</b>	Ability to Meet the Scope of Services	<b>25</b>
<b>4</b>	Cost	<b>25</b>
<b>5</b>	Valid Licenses, Permits, Insurance, Training and Certification Information	<b>15</b>
	<b>Total Score</b>	<b>100</b>

**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 24-48**

**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

**AGR24-48**



**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 \_\_\_\_\_, 2024 ("Effective Date"). [Alternate: to be effective on the date of last signature]

**WHEREAS**, 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. 24-48 ("RFP") on February 15, 2024, requesting proposals for Solid Waste and Recycling Hauling and Disposal Services, as described in the RFP; and

**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 \$300,000.00] -- WHEREAS**, the County Council 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 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 ("NMGR"). 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 NMGR, 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.

**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.

**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 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:  
Environmental Services Manager  
Incorporated County of Los Alamos  
3701 E. Jemez Road  
Los Alamos, New Mexico 87544

Contractor:

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: \_\_\_\_\_  
**ANNE LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

**Exhibit "X"**  
**Confidential Information Disclosure Statement**  
**AGR24-48**

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: -24-48

RFP Name: Solid Waste and Recycling Hauling and Disposal Services

*\*This document should be returned with RFP submittal.\**

- (1) I or We, \_\_\_\_\_ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder 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; and
  - (b) have, within a 3-year period preceding this certification, 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; and
  - (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 current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
  - (e) 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; and
  - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (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 Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit "C"**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP NO: -24-48**  
**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

**\*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.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: -24-48**

**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

**\*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"**  
**PROPOSAL QUESTIONNAIRE**  
**AND**  
**TRANSPORTATION SERVICES COST SUMMARY SHEET**  
**AND**  
**DISPOSAL SERVICES COST SUMMARY SHEET**

**RFP NO: 24-48**

**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

**\*This attachment must be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

**PROPOSAL QUESTIONNAIRE:** Offerors should check "YES" or "NO" next to each question to affirm their ability to provide the Services described in the Scope of Work and to comply with the requirements as described in the Proposal Format. **If additional room is needed to further describe or explain Offeror's services or abilities, Offeror's should provide that on a separate page in their Proposal.**

	QUESTION	YES	NO
<b>Questions 1 through 4 apply to TRANSPORTATION SERVICES Scope of Work only</b>			
1.	My company has the ability to pick up and deliver solid waste and/or recycling from the County's Eco Station located at 3701 E. Jemez Road, Los Alamos New Mexico, 87544 to any of the designated locations listed in Table # 3.		
2.	My company has the ability to pick up and deliver solid waste and/or recycling to other disposal facilities as necessary should the County's Designated Disposal Facility change during the term of the agreement.		
3.	My company can furnish all trained, qualified and experienced personnel, plus all labor, supervision, tools, equipment, materials, registrations, licenses, and supplies necessary to transport solid waste and/or recycling from the Eco Station to the County's Designated Disposal Facility in accordance with applicable laws, regulations, and requirements.		
4.	My company can furnish nine (9) transfer trailers as specified in the Scope of Work and transport at least four (4) loaded trailers per day, Monday through Friday, and two loaded trailers on Saturday to their designated location(s) commencing no later than the first business day of January 2025. If no, please note variations below in 4a.		
4a.	Note any variations to question 4:		
<b>Questions 5 applies to DISPOSAL SERVICES Scope of Work only</b>			
5.	My company can furnish all permits, registrations, labor, supervision, equipment, materials, supplies and reporting necessary to properly landfill the solid waste material generated from the Los Alamos County Eco Station.		
<b>Questions 6 through 9.a. apply to both TRANSPORTATION AND DISPOSAL SERVICES</b>			
6.	I acknowledge that Services will need to be coordinated with the County's Environmental Services Manager or designee prior to performing any Services and to schedule dates and times for the collection of materials throughout the term of the agreement.		

7.	My company possesses, and I have described in my Proposal all applicable licenses, permits, bonds/insurances, registrations, and/or certificates Offeror possesses to carry out the Services required in the State of New Mexico.		
8.	<b>FOR QUESTIONS 8 AND 8.a, ONLY PROVIDE AN ANSWER TO 8 <u>OR</u> 8.a. DO NOT ANSWER BOTH.</b> My company currently possess a Certificate of Authority to transact business in New Mexico from the New Mexico Secretary of State (NM SOS) in accordance with New Mexico State Law (NMSA 1978 §53-17-5) or (NMSA 1978 §53-19-48),		
8.a	<b>OR</b> I affirm that that if selected for award, my company will comply timely with New Mexico State Law to obtain a Certificate of Authority from the NM SOS.		
9.	<b>FOR QUESTIONS 9 AND 9.a, ONLY PROVIDE AN ANSWER TO 9 <u>OR</u> 9.a. DO NOT ANSWER BOTH.</b> I have read the standard terms in the County's Sample Services Agreement in Exhibit "A" and have no deviations or exceptions.		
9.a	<b>OR</b> I have included in the Proposal deviations or exceptions to the County's Sample Services Agreement in Exhibit "A."		

**COST SUMMARY WORKSHEET – Transportation Services:**

Using the table below, provide annual cost to provide and maintain the Terminal Tractor (Yard Goat) and round-trip fees for all seven (7) years of the agreement to deliver solid waste and/or recycling from 3701 E. Jemez Road, Los Alamos New Mexico, 87544 to any of the designated locations listed in Table # 3, a brief description is listed below.

COST CATEGORY	MILES	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
<b>Terminal Tractor (Yard Goat)</b>	NA							
<b>Round-trip fee to Designated Disposal Facility from Los Alamos County Eco Station</b>								
Albuquerque, New Mexico	93-115							
Los Lunas, New Mexico	125							
Bayo Canyon, Los Alamos, New Mexico	10							
Rio Rancho, New Mexico	85							
Sandoval County, New Mexico	85							
Denver City, Texas	345							
Bernalillo, New Mexico								
<b>If necessary, use the lines below to describe any additional costs or fees not already included or provide additional information on a separate page in the Proposal.</b>								


**COST SUMMARY WORKSHEET – Disposal Services:**

<b>COST PER TON</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$

**Fuel Surcharge**

Offerors may propose an adjustment to be applied to proposed billing to account for increases or decreases in operating expenses as a result of fluctuating fuel prices (i.e., Fuel Surcharge). If proposing a fuel surcharge mechanism, please provide the information below.

<b>Table 4. Fuel Surcharge Description and Calculations</b>	
<b>1.</b>	<ul style="list-style-type: none"> <li>Describe in detail how proposed fuel surcharge amounts would be calculated and how a fuel surcharge would be applied to a billing to County for all seven (7) years of the agreement.</li> <li>If multiple fuels (e.g., diesel and natural gas) are utilized, please provide calculations for each different fuel surcharge proposed.</li> <li>The frequency of the adjustment must be proposed. For example, would the adjustment be applied per month, per payment/billing, annually, etc.</li> <li>If proposing a percentage increase or decrease, a base initial fuel cost per gallon must be proposed using the most current Fuel Price Index named in #2 below at the time of Proposal submission.</li> </ul>
<b>2.</b>	<ul style="list-style-type: none"> <li>Provide the specific Fuel Price Index to be used to determine the adjustment. The Price Index to be used <u>must</u> be named in order to apply a fuel surcharge.</li> <li>If multiple fuels are utilized, please name the specific Fuel Price Index to be used for each.</li> </ul>



**Annual Increases Using a Consumer Price Index or Other Applicable Industry Price Index**

Costs may include annual increases, which may be based on a specific dollar amount, a percentage, or a specific applicable Consumer Price Index (CPI) or other Industry Price Index. If using a Price Index to determine annual increases, rather than a specific amount or percentage in the table above, name in the box below the specific Index that will be used for annual increases and describe how the fees will be adjusted and applied annually.

**Exhibit "F"**  
**DISPOSAL FACILITY DATA FORM**  
**RFP NO: 24-48**  
**RFP Name: Solid Waste and Recycling Hauling and Disposal Services**

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

\_\_\_\_\_

Facility Owner: \_\_\_\_\_

Facility Operator: \_\_\_\_\_

Current Throughput: \_\_\_\_\_ tons per day

Maximum Facility Throughput (if applicable): \_\_\_\_\_ tons per day

Remaining Permitted Capacity: \_\_\_\_\_ tons

Hours of Operation:

Monday - Friday: \_\_\_\_\_

Saturday: \_\_\_\_\_

Sunday: \_\_\_\_\_

Holiday Schedule (indicate holidays during which the Disposal Facility is closed):

\_\_\_\_\_

Post-Holiday Make-Up Schedule (indicate the Facility's schedule following a holiday):

\_\_\_\_\_

Identify waste materials that cannot be accepted at Disposal Facility due to operational considerations or other restrictions:

\_\_\_\_\_