

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 709-5503

Advertised: February 29, 2024

Closing Date: March 19, 2024

Non-Mandatory Virtual Pre-Proposal Conference: March 8, 2024, 10:00 p.m. Mountain Time

Request for Proposals (“RFP”)

RFP Number: 24-60

RFP Name: Recycling of Scrap Metal and White Goods

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 – RFP24-60 Recycling of Scrap Metal and White Goods**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Contract Manager at jaime.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 19, 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 19, 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.

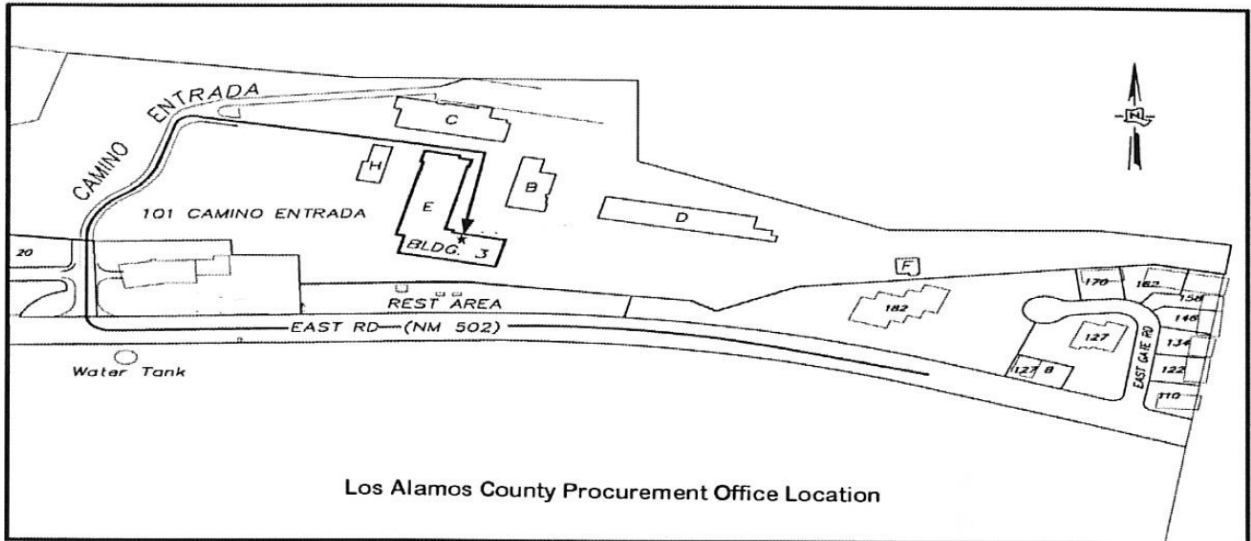
- Road slopes downhill and curves to the right.



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 (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. 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.

13. 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.
14. **A non-mandatory virtual Pre-Proposal Meeting will be held on March 8, 2024 at 10:00 a.m. Mountain Time via Teams. The meeting can be accessed at this link:**

<https://tinyurl.com/RFP24-60>

You can also dial in using your phone.

Access Code: 573-244-325

United States: +1 (224) 501-3412

CONTACT INFORMATION

For procurement documents and process, project-specific information, or to submit written questions, 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 City and County of Los Alamos ("County") Environmental Services Division ("ES") requires the services of a contractor to provide recycling of scrap metal and white goods.

BACKGROUND AND INFORMATION RELATED TO THE SCOPE OF SERVICES

- 1) **ES Scrap Metal Recycling Background Information.** The County encourages its citizens and businesses ("Customers") to recycle metal and white goods and offers a method by which they may bring these materials to the County Eco Station at 3701 East Jemez Road, Los Alamos, New Mexico. The current process is as follows:
 - a) Metal materials and sizes are offloaded by the Customer at the Eco Station into a 20-yard roll-off. Prohibited items include, but are not limited to, pressurized cylinders such as propane bottles, helium tanks, oxygen tanks, and fire extinguishers.
 - b) When the 20-yard roll-off is full, it is dumped onto the work face in the Eco Station transfer station, then compacted against the push wall and transferred into the designated 40-yard roll-off provided by the County's current metal recycling contractor.
 - c) When the designated 40-yard roll-off is to its capacity, it is loaded onto a roll-off truck by the County, is weighed, and a full weight printed ticket is taped to the container.
 - d) The 40-yard roll-off is then relocated by County to the south end of the Eco Station. The County contacts the County's current metal recycling contractor when the container is ready for the Contractor to pick up and haul for proper disposal.
 - e) Contractor, at a date and time coordinated with the Environmental Services Manager or designee, loads the full and ticketed container and unloads an empty 40-yard roll-off in exchange.
- 2) **ES Refrigerant Extraction Background Information.** The current process is as follows:

- a) Currently, Customers wishing to dispose of or recycle metal materials containing refrigerants bring them to the Eco Station.
- b) Refrigerators and freezers, and other materials that have contained food items or any other products that expire, are removed by the Customer.
- c) When the unit has been emptied, the Customer is directed to the designated area of the Eco Station property that houses such units and discards the unit.
- d) County staff separates the units by the refrigerant agent and then individually extracts the refrigerant, logs the extraction, places a sticker on the unit and prepares any other necessary documentation to verify that the refrigerant has been removed.
- e) When the County has extracted refrigerant from and prepared approximately 48-54 units on average, which is typically the capacity that can be loaded into a 100-yard end-dump tractor-trailer, the Contractor is contacted to bring a 100-yard end-dump tractor-trailer to transport the units for recycling. County staff loads the materials into the tractor-trailer.

3) County Background Information

- a) The 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.
- 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 29, 2024 |
| Non-Mandatory Pre-Proposal Meeting | March 8, 20224 |
| RFP Closes - Date Proposals are Due, Evaluation Begins | March 19, 2024 |
| Evaluation Ends, Contract Drafting and Review Period Begins | March 28, 2024 |
| Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.) | May 7, 2024 |

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.

- 1) **Contractor Services.** Contractor shall provide collection, safe transport, and recycling services (“Services”) of scrap metal and white goods (“Recyclables”) as follows:
 - a) The scrap metal and white goods collected may consist of ferrous and non-ferrous materials as described below:
 - b) White goods may include, but are not limited to: Refrigerators, stoves/ovens, washing machines, dryers, freezers, air conditioners, hot water heaters, duct work, sheet metal, light iron, barrels, auto body scrap and frames, drums, cable, rebar, strapping, wire, brass, copper, radiators and cast iron pipe, non-PCB ballasts, bicycles, lawn mowers, BBQ grills, propane and helium tanks.
 - c) Nonmetal contaminants may consist of, but are not limited to: Paper, cement, plastic, glass, tires and rope.
 - d) Collection shall take place at the County Eco Station, located at 3701 E. Jemez Road, Los Alamos, New Mexico on a monthly basis. If deemed necessary, County may increase the collection frequency. County provides no guarantee for frequency or volume of work or Services to be provided for any given time period throughout the term of an Agreement.
 - e) Contractor will designate one individual as a primary point of contact and will notify the Environmental Services Manager or designee in writing of any changes to the County’s point of contact throughout the term of an agreement. Contractor will schedule meetings or calls with the Environmental Services Manager or designee, at a regular frequency to be determined by both parties to ensure County’s needs are being met.
 - f) Contractor shall provide hauling of full metal roll-offs within seventy-two (72) hours of receipt of notice.
 - g) Contractor shall provide and maintain at least four (4) 40-yard roll-off containers for use at the Eco Station for the collection of metal. 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.
 - h) Once Recyclables are accepted by Contractor, Recyclables and all liability associated therewith, including handling, transporting, and recycling become the sole responsibility of the Contractor.
 - i) Contractor shall deliver all collected metal and white goods to Contractor’s facility, or to another facility that has been approved in writing by the County Manager or his designee. Contractor shall provide to County the name and address of the recycling facility used throughout the term of an agreement.
 - j) Contractor shall use certified truck scales and bonded and trained certified weigh masters.
 - k) Final disposition of all scrap metal and white goods must be recycled by Contractor in a method approved by County, and all federal, state and local laws, rules regulations and ordinances applicable to handling, transportation, storage and disposal of scrap metal and white goods. Such laws, regulations, rules and orders include, but are not limited to those of the United States Environmental Protection Agency (“USEPA”), United States Department of Transportation (“USDOT”), and New Mexico Department of Transportation (“NMDOT”).

- l) Contractor shall provide copies of certificates of destruction documents, shipping and disposal manifests for the recycled materials to County.
 - m) The volume of Services and the volume of Recyclables shall be dependent on the volume of scrap metal and white goods collected by County, resulting from County's residential and commercial recycling collection programs.
 - n) Contractor shall have up-to-date knowledge of, and shall comply with all federal, state and local laws, rules regulations and ordinances applicable to handling, transportation, storage and disposal of scrap metal and white goods. Such laws, regulations, rules and orders include, but are not limited to those of the USEPA, USDOT and NMDOT.
 - o) Contractor shall provide all necessary equipment, labor, supervision, insurance, required licenses, permits, registrations, and certifications. Contractor will equip its collection personnel with appropriate personal protective equipment (PPE) and training on safety procedures.
 - p) Contractor shall maintain accounting records, participate in financial audits as required, and provide County access to all paperwork, records, and documents relating to the scrap and white goods recycling program.
 - q) Contractor shall submit payment to County within thirty (30) days for all metal recycled.
- 2) **Removal of Refrigerants.** County's preference, though not a requirement, is that Contractor remove all refrigerants from applicable Recyclables prior to transport and recycling, including but not limited to refrigerators, freezers, and air conditioners, and such refrigerants shall be managed by Contractor as required under Section 608 of the Clean Air Act, and any other applicable laws, rules, and regulations.
- a) All removal of refrigerants will be performed upon County request and will be coordinated with the Environmental Services Manager, or designee. County anticipates the need for refrigerant removal at a minimum, every other month, but no more frequently than quarterly. County reserves the right to increase or decrease the number of requests as County deems necessary. County provides no guarantee for frequency or volume of refrigerant removal Services to be provided for any given time period throughout the term of an agreement.
 - b) Removal of refrigerants may be performed by Contractor on-site at the County's Eco Station or at Contractor's facilities, as proposed by Offeror and agreed to by County. If performed on-site, County will provide a location at the Eco Station for Contractor to perform refrigerant removal prior to the collection of said Recyclables.
 - c) Contractor shall provide to County within ten (10) business days of refrigerant removal, a report of the refrigerant removal services performed and shall confirm proper transport and disposal of the refrigerant in accordance with applicable laws, rules and regulations.
 - d) Contractor may use subcontractors to perform refrigerant removal prior to the collection of Recyclables by Contractor.
 - i) Costs for any subcontractors are the responsibility of the Contractor.
 - ii) Contractor will be responsible, throughout the term of an agreement, for ensuring work performed by subcontractors is performed safely in accordance with all applicable laws rules and regulations and that subcontractors possess all applicable pertinent licenses, permits, bonds, registrations and certificates to carry out the Services required in the State of New Mexico, or as may be required by other States of subcontractor is not based in New Mexico.

- iii) Contractor will be responsible for coordinating dates and times for refrigerant removal between subcontractors and the Environmental Services Manager or designee.
- iv) Offerors proposing to use subcontractors for refrigerant removal should state in their proposal the legal name and address of the subcontractor and should affirm their ability to perform the refrigerant removal services requested. Contractor shall ensure that all refrigerant removed from County Recyclables is disposed of in accordance with all applicable laws rules and regulations.

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

- 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.
- 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 |
|----------|--|---|
| 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. |
| 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 viability. |
| 3 | Executive Summary | <ol style="list-style-type: none"> 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. 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 E - Cost and Pricing Proposal | <ol style="list-style-type: none"> 1. Provide Total Costs and Pricing Proposed for all years of an agreement using Exhibit E - Cost and Pricing Proposal. 2. <i>Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following:</i> |

| Ref. No. | Section Title | Submission Information |
|----------|---|---|
| | | <p><i>“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></p> <ol style="list-style-type: none"> 3. Provide costs and pricing 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. Describe how County will be compensated for the metal collected throughout the term of an agreement for up to seven (7) years of the term of the agreement. Describe how compensation to County will be used to offset any fees collected. 5. Offerors may propose annual cost and price 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.) The County, at its sole discretion, reserves the right to accept any given proposed fee. 6. Describe how and when all fees will be charged to County throughout the term of an agreement. |
| 8 | <p align="center">Compliance with Applicable Federal, State, Local Laws, Rules, and Regulations</p> | <ol style="list-style-type: none"> 1. 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. 2. Provide a sample copy of any reports or manifests submitted to regulatory bodies to demonstrate compliance with any applicable federal, state, and local laws, rules and regulations. |
| 9 | <p align="center">Valid Licenses, Permits, Trainings and Certifications</p> | <p>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.</p> |
| 10 | <p align="center">Submission of County’s Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.</p> | <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</u> |

| Ref. No. | Section Title | Submission Information |
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| | | <p><u>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></p> <p>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.</p> |
| 11 | <p>Additional Documents to Submit with Proposals</p> | <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. A copy of all addenda issued, signed by Offeror. |
| 12 | <p>Ability to Meet the Scope of Services Section 1 Contractor Services</p> | <p>Demonstrated understanding of the requirements and ability to provide the requested services as described in the Scope of Services.</p> <ol style="list-style-type: none"> 1. Offerors should 1) restate the requirements for each section of the Scope of Services, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed. 2. Specifically describe any special handling requirements or processes for Offeror to collect scrap metal and white goods that may contain special materials or metals such as lead. 3. Provide a sample copy of any reports or manifests Offeror provides to County after a pick up and after disposal. |
| 13 | <p>Ability to Meet the Scope of Services Section 2 Refrigerant Removal</p> | <p>Demonstrated understanding of and ability to provide the requested preferred services as described in the Scope of Services.</p> <ol style="list-style-type: none"> 1. Offerors should 1) restate the preferred service for each section under Section 2 of the Scope of Services, and 2) provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed. 2. Provide the legal name and address of any subcontractors Offeror is proposing to use for refrigerant removal and affirm that Contractor shall ensure that all refrigerant removed from County Recyclables by its subcontractors is disposed of in accordance with all applicable laws rules and regulations and that subcontractors possess all applicable pertinent licenses, |

| Ref. No. | Section Title | Submission Information |
|----------|---------------|---|
| | | <p>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.</p> <p>3. Provide a copy of a standard report Offeror provides to customers to demonstrate proper handling, extraction, and disposal of refrigerants in accordance with all applicable laws, rules and regulations.</p> |

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

| # | Criteria | Max Points |
|---|---|------------|
| 1 | Proposed Staff Qualifications, Experience, and Safety Records | 5 |
| 2 | Previous or Current Client References | 5 |
| 3 | Cost and Pricing Proposal | 20 |
| 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 | 5 |
| 7 | Ability to Provide the Requested Scope of Services | 30 |
| 8 | Ability to Provide Services to Extract Refrigerant | 15 |
| | Total Points | 100 |

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-60
Recycling of Scrap Metal and White Goods

**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 \$300,000.00] -- **WHEREAS**, the County Council approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$100,000.00] -- **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, Automobile Liability Insurance, Professional Liability Insurance, and Pollution 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. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Pollution Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Pollution Liability Insurance shall provide coverage for Services provided during the term of this Agreement and for a period of at least five (5) years thereafter.

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: _____ **DATE**
ANNE LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____
NAME: _____ DATE
TITLE: _____

Exhibit X
Confidential Information Disclosure Statement
AGRXX-XXX

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: 24-60
Recycling of Scrap Metal and White Goods**

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: 24-60
Recycling of Scrap Metal and White Goods

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: 24-60 Recycling of Scrap Metal and White Goods

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)

Exhibit E
COST AND PRICING PROPOSAL
RFP NO: 24-60
Recycling of Scrap Metal and White Goods

This attachment, or Offeror's own document shall be returned with the RFP submittal. Offeror may use its own document provided all the requested information is included in that document

Table 1. Prices per Pound and/or Ton

Offeror may provide prices as per pound or per ton or both for up to seven (7) years.

| Description | Price per Pound | | | | | | |
|-----------------|-----------------|--------|--------|--------|--------|--------|--------|
| Metal Recycling | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| Metal Recycling | Price per Ton | | | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

Table 2. Fees

Describe all fees proposed for each potential year of an agreement up to seven (7) years.

| Fee Description | | | | | | | |
|-----------------|--------|--------|--------|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

(This section intentionally left blank)

Table 3. Cost and Price Escalators Description

Offerors may propose annual cost and Price 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 applicable, describe Offerors methodology for applying a cost escalator. If using a Consumer Price Index, or other similar formula, name and clearly describe the specific index or industry methodology to be used.

Table 4. Additional Fees or Pricing

Please describe any other Fees or Pricing not already requested above. If proposing fees for refrigerant removal, include those here.

| Fee or Pricing Description | | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
| | | | | | | | |
| | | | | | | | |
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