

LOS ALAMOS COUNTY  
PROCUREMENT DIVISION

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544  
(505) 662-8127

Advertised: **September 7, 2024**

Closing Date: **October 1, 2024**

Non-Mandatory Pre-Proposal Conference: **September 23, 2024**

Request for Proposals ("RFP")

RFP Number: **25-24**

RFP Name: **On-Call Hazardous Tree Removal Services**

GENERAL INFORMATION

- 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:

- ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP25-24 Hazardous Tree Removal Services.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Kat Brophy](mailto:Kat.Brophy@lacnm.us), Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@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, October 1, 2024**, will be reviewed.

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

- 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, October 1, 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.

- 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.



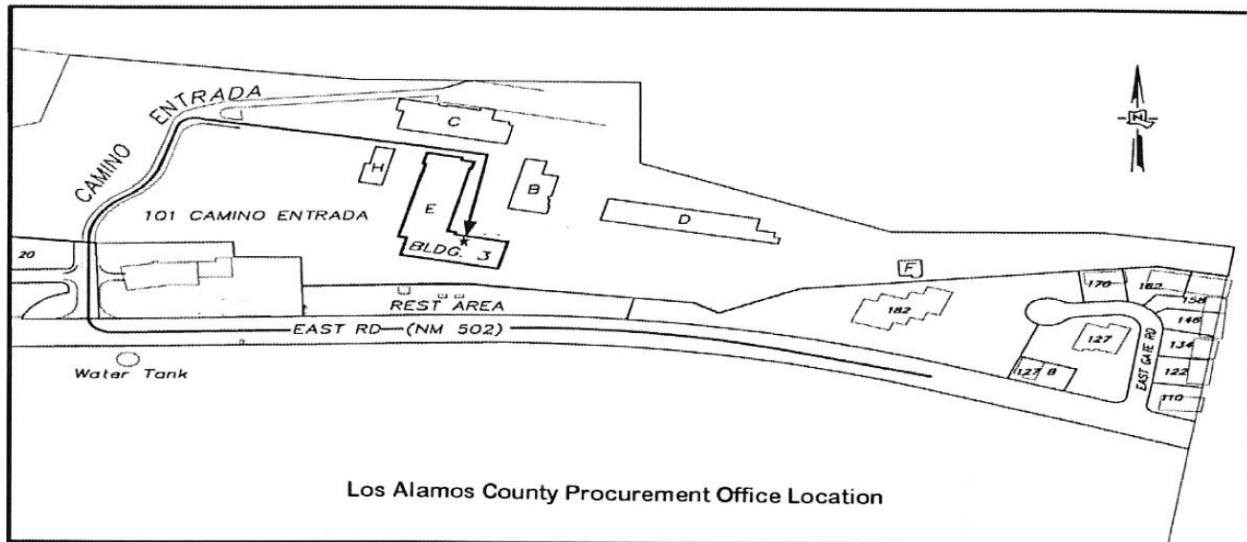
2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.

RFP No. 25-24

On-Call Hazardous Tree Removal Services  
Issued by Procurement Division K. Brophy

- ➡ 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 **five (5)** 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 Pre-Proposal Meeting will be held on September 23, 2024 at 11:00 a.m. Mountain Time. Please email Kat Brophy, Management Analyst, at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) to receive information to join the virtual meeting.***

## CONTACT INFORMATION

1. For project-specific information, contact [Eric Peterson](mailto:eric.peterson@lacnm.us), at [eric.peterson@lacnm.us](mailto:eric.peterson@lacnm.us); (505) 663-1776.
2. For procurement process information, contact [Kat Brophy](mailto:kat.brophy@lacnm.us), Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us); (505) 662-8127.
3. Written questions submitted via e-mail should be sent to [Kat Brophy](mailto:kat.brophy@lacnm.us) and copied to [Eric Peterson](mailto:eric.peterson@lacnm.us).
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

The County is soliciting proposals for On-Call Hazardous Tree Removal Services by qualified Offerors.

## BACKGROUND

The services required consist of tree trimming and tree removal. The majority of the work can be off the bucket truck but some trees will be required to be climbed in order to be trimmed or cut. The work will not include trees near and around high volt power lines.

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.

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.

## SCOPE OF SERVICES (or WORK)

All items necessary for the successful delivery of services may not be included in the 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 providing services.

1. **Generally.** Selected Offeror ("Contractor") shall provide all trained, qualified and experienced personnel, plus all necessary labor, tools, and equipment, materials, and supplies to perform On-Call Hazardous Tree Removal services. All work shall be assigned on an on-call basis, by Task Order, by the Project Manager, as needed. Task Order pricing shall be based on the fixed hourly pricing proposed in the RFP response and agreed to by County. County makes no guarantee of the quantity of work to be assigned. After the Task Order is issued and approved by County, County and Contractor shall pre-schedule the work. Upon County request, Contractor shall provide the services below.

## **2. Contractor's Qualifications and Safety.**

- a. Contractor must possess all applicable pertinent licenses, permits, bonds, registrations and/or certificates to carry out the services in the State of New Mexico, which may include, but is not limited to, a certified arborist as designated by the International Society of Arboriculture (ISA)
- b. Contractor shall meet the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, 29 U.S.C.A § 651, *et seq. or as may be amended*, the most current APPA Safety Manual, Section 508 (508.1 through 508.7), and employ qualified arborists at all times.
- c. Contractor shall comply with all applicable local, state, or federal laws governing, including but not limited to those for the safety and the safe operation of commercial motor vehicles, the Federal Motor Carrier Safety Acts, or any applicable laws in lieu thereof.
- d. All work must conform to American National Standards Institute (ANSI) A300 Tree Care Standards and ANSI Z133 relating to tree care worker safety.
- e. Contractor shall provide to County a copy of its most recent final Safety Plan and employee certifications prior to commencing work under this Agreement.

## **3. Tree Cutting and Trimming Work.**

- a. Tree cutting and trimming work shall be scheduled when mutually beneficial to County and its customers. County shall generally provide two (2) weeks' notice to Contractor for the services
- b. Unless otherwise directed by County, Contractor shall trim trees in accordance with the provisions herein, as well as that illustrated in Exhibit F. Siberian elms or similar trees may be cut to the ground only upon owner's approval.

## **4. Response to Emergencies.**

There may be times during inclement weather and winter conditions when County shall require emergency tree cutting or tree trimming services, and the County will be unable to provide the standard two (2) week notice. Contractor may be asked to provide tree cutting or tree trimming services in an emergency, which may occur during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) after normal business hours, on weekends, or on holidays. Offerors should describe in their RFP response how they will commit and obligate at least one (1) crew for County emergencies during any of these times, describe any constraints, and describe all rates to perform emergency services during any of these times.

## **5. Crew and Equipment.**

- a. Contractor's crew shall consist at minimum of a three (3) person crew.
- b. At minimum, the three (3) person crew shall be equipped with a fifty (50) foot aerial bucket, drum chipper and all the necessary tree cutting and hand tools in order to perform the assigned tasks. Instances of trees having to be cut or trimmed while climbed shall be expected.

## **6. Normal planning and pricing shall be as follows:**

- a. County shall provide a series of map sheets under a Task Order to Contractor.
- b. County and Contractor shall field-review the work to be performed as illustrated in the Task Order.
- c. Contractor shall take notice of accessibility issues if any, traffic control if any, etc., and pre-plan the work.
- d. Contractor shall develop a work plan for the Task Order and have it reviewed and approved by County's Project Manager.
- e. Contractor shall price the Task Order on the hourly pricing proposed in the RFP response, and agreed to by County, as a not-to-exceed fixed price.
- f. County shall review, and amend as necessary with Contractor input, the pre-planned Task Order.
- g. After the written Task Order is approved by County, County and Contractor shall schedule the work.
- h. No work will commence until the Task Order has been fully executed.

## **7. Prior to commencing work Contractor shall:**

- a. When required, obtain a traffic control permit from County's Traffic Control Division.
- b. Ensure that tail-gate forms are available and personal protective equipment (PPE) is in good working

condition.

- c. Ensure that Contractor's crew has cellular communication available while performing work for County.
- d. Coordinate the daily work activities with County's Project Manager.

**8. Prior to commencing tree-trimming work in any private area, Contractor shall:**

- a. Give a minimum of forty-eight (48) hours' notice to each residence.
- b. County shall provide the door hangers for Contractor to place at each residence door or speak to an adult-owner(s) of the residence as to when the tree trimming work will be performed.
- c. If a family member other than an adult owner answers the door, Contractor shall provide a door hanger to that family member.
- d. If an owner of the residence wishes to be present when performing the tree-trimming work, Contractor shall ask County to coordinate the work.

**9. Each day where work shall be performed, under a fully executed Task Order, Contractor shall:**

- a. Notify County's Project Manager where the daily work activities will take place.
- b. Prior to commencing any work, Contractor shall tail-gate with its crew and ensure that all PPE is in good condition, functional, and worn by all of Contractor's employees.
- c. Contractor shall remove and dispose of trees, limbs, etc. at Contractor's expense. Upon County approval, the trees may be cut and left at the job site, provided the trees are cut small enough to be handled and moved by the general public or property owners.
- d. In open space areas and upon approval by County, tree limbs may be chipped and spread within the job site area by Contractor. Otherwise, Contractor shall dispose of wood chips and tree limbs.
- e. Contractor shall be courteous and respectful to County customers at all times.
- f. Contractor shall notify County's Project Manager immediately if a customer complaint arises.
- g. Contractor shall provide daily communication with County's Project Manager of the previous day's work and of any anticipated changes in scheduling, review of Customer Complaint Log, and other matters related to the tree trimming services.

**Worker Safety; Drug and Alcohol Testing.** Contractor may be required to implement and maintain a drug and alcohol testing program meeting or exceeding local County Code requirements and State and Federal Department of Transportation rules and regulations. The need will be determined on a Task Order basis, by County Project Manager. Contractor shall provide to County a copy of its current drug and alcohol policy and any amendments to the County's Project Manager upon request.

**Task Order Process**

- 1. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) weeks' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- 2. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each Request for Quote(s) shall identify the services required, generally describe the project and provide a timeline for Project completion. A Request for Quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided as Exhibit G.
- 3. Upon the County's issuance of a Request for Quote(s), Contractor shall provide a written, itemized Quote for the task(s), and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the billing classification and hourly rate to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to this Agreement and not compensable.
- 4. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work on any particular phase / task only upon receipt of the Approved Task Order. The Contractor will be required to begin using the

requirements detailed in the Task Order and move through the various design phases. Task Orders shall be numbered sequentially (TO1, TO2, etc.)

5. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
6. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Sub-contractors are the responsibility of the Contractor.
7. The Agreement will not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written Request for Quote(s) is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quote(s) as needed.
8. The amount payable by County shall in every instance be based on time actually spent and services satisfactorily rendered or as the percentage at the payment schedule applicable to the phase, in an amount not to exceed the maximum amount shown on the approved Task Order by phase. "Satisfactorily rendered" includes but is not limited to items such as timeliness of the various deliverables, completeness, re-work needed to bring the submitted packages up to desired completeness, etc.

## INFORMATION RELATED TO THE SCOPE OF WORK

The services will be scheduled to be performed on an as needed basis throughout the year and are subject to the annual tree-trimming budget funds appropriated (approximately \$30,000 per year).

## ESTIMATED DATES

The estimated dates of the RFP process are tentatively planned as follows and may be subject to change:

Advertise RFP	September 7, 2024
Pre-Proposal Meeting	September 23, 2024
Date Proposals are Due	October 1, 2024
Proposal Review and Analysis	October 4-15, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	November 19, 2024

## 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.

1. **Introduction and Statement of Qualifications.** Provide a brief one (1)-page introductory cover letter.
2. **References.** List a minimum of three (3) references. References shall include:
  - a. Include address
  - b. Phone numbers, and;
  - c. Email addresses
3. **Experience.** Describe Offeror's prior experience performing similar work and state qualifications of Offeror's supervisor and crew members who might be assigned to provide services. List all applicable licenses and certifications for each individual. Describe training and ability to perform the required services.
4. **Proof of Valid Licenses, Permits, Trainings and Certifications.** Describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates to carry out the Services required in the State of New Mexico,
5. **Description of Services and Ability to Meet Scope of Services.** For each item under Scope of Services in this RFP, and using the section headers from the Scope of Services:
  - a. Summarize, in narrative form, Offeror's understanding of the requested Services, and describe Offeror's process, planning methodology, approach and ability to fulfill the Scope of Services and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services described;
  - b. Identify and describe any known constraints in fulfilling the Scope of Services as described;
  - c. Describe responsibilities of Contractor versus County for each item under Scope of Services;
  - d. Identify any deliverables.
  - e. Provide detailed information for any optional services not otherwise described in the Scope of Services, defined clearly as individual items, and provide a narrative to describe the optional services.
6. **Suitability/Benefit to the County of Any Optional and/or Additional Services.** Offerors should propose any additional or optional services, not already identified in the Scope of Services, that may be of benefit to the County. Each optional or additional service should be described individually in the Proposal and costs should also be listed individually in the separate Cost Summary.
7. **Cost.** Propose, using Exhibit "E" Cost Summary, costs for all services, defined clearly in individual line items, and any optional services Offeror may provide that may not be otherwise identified in the requested Scope of Services of the RFP.
  - a. Describe rates by cost category to perform services during normal business hours.
  - b. Describe rates by cost category to perform services outside normal business hours, which may include evenings, weekends, and holidays.
  - c. List the cost of optional services as individual separate line items to facilitate the evaluation of these optional services.
  - d. Provide costs for all services (including optional services) for all years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement.
  - e. Add a narrative to describe cost categories and how costs are calculated if such details would assist in the consideration of the cost proposal.
8. **Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.** Offeror should note on Exhibit A any deviations or exceptions with the County's standard terms or acknowledge that Offeror has no deviations or exceptions. *(Please also see "Award of Solicitation" above.)*

**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 identified in track- changes 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": Cost Summary Sheet
6. Copies of all applicable and valid licenses, permits, bonds, registrations, and/or certificates Offeror possesses 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>	Introduction and Statement of Qualifications; 3 References	<b>10</b>
<b>2</b>	Offeror's Prior Experience with Similar Work, Experience of Supervisor and Crew On Site	<b>20</b>
<b>3</b>	Proof of Valid Licenses, Permits, Training and Certifications-	<b>15</b>
<b>4</b>	Description of Services and Ability to Meet Scope of Services	<b>15</b>
<b>5</b>	Offeror's Ability to Respond to Emergencies	<b>10</b>
<b>6</b>	Suitability/Benefit to the County of Any Optional and/or Additional Services	<b>10</b>
<b>7</b>	Cost – Completed Pricing Proposal – Base Pricing for Services for Five (5) Years	<b>20</b>
	<b>Total Score</b>	<b>100</b>

Exhibit A  
SAMPLE SERVICES AGREEMENT  
RFP NO: 25-24  
RFP Name: On-Call Hazardous Tree Removal Services

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"), collectively (the "Parties"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

**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 *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, Contractor was awarded a *[type of agreement]* with *[agency]* on *[date]*, as a result of *[type of competitive solicitation, name and number]*; and

**[FOR COOPERATIVE AGREEMENT PRICING]** -- **WHEREAS**, County requested a quote from Contractor for *[services or goods requested]*, as provided for in the *[type of cooperative agreement]*, and Contractor provided a quote to County that complies with the pricing terms of the *[type of cooperative agreement]*; and

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

**[FOR RFP'S ONLY]** -- **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:** *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

**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 ("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, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

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

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **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.

**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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**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:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

[Project Manager](#)

Incorporated County of Los Alamos

[Address](#)

Los Alamos, New Mexico 87544

[E-mail:](#)

Contractor:

[Title](#)

[Company](#)

[Address](#)

With a copy to:

County Attorney's Office

1000 Central Avenue, Suite 340

Los Alamos, New Mexico 87544

[E-mail:](#)

**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. 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 W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
RFP No. 25-24  
On-Call Hazardous Tree Removal Services  
Issued by Procurement Division K. Brophy



**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

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

**BY:** \_\_\_\_\_  
**DATE**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Exhibit B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

**RFP NO: 25-24**

**RFP Name: On-Call Hazardous Tree Removal 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: 25-24**  
**RFP Name: On-Call Hazardous Tree Removal 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.

**“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.

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):	
	\$			
	\$			
	\$			
	\$			
	\$			

	<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.
	<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.

RFP No. 25-24  
On-Call Hazardous Tree Removal Services  
Issued by Procurement Division K. Brophy

**Exhibit D**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 25-24**  
**RFP Name: On-Call Hazardous Tree Removal 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**  
**COST SUMMARY SHEET**  
**RFP NO: 25-24**  
**RFP Name: On-Call Hazardous Tree Removal Services**

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

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

**Proposals may include proposed cost escalators for future years throughout the term of the Agreement.**

Propose Hourly Rates by classification for each year of a potential five (5) year term.

Cost Category (Insert more lines if necessary)	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
<b>Rates During Normal Business Hours (8:00 a.m. – 5:00 p.m. Monday – Friday)</b>					
Foreman					
Trimmer					
Climber					
Groundman					
3 person Crew Rate++					
Other Cost					
Other Cost					
Bucket Truck **					
Lifts					
Chipper **					
Traffic Control					
<b>Rates Outside Normal Business Hours, Including Evenings, Weekends and Holidays</b>					
Foreman					
Trimmer					
Climber					
Groundman					
3 person Crew Rate++					
Other Cost					
Other Cost					
Bucket Truck **					
Lifts					
Chipper **					
Traffic Control					



NOTE: ++ The standard 8 hour rate (full work day) shall include the 3 person crew hourly rate

PLUS the supply of the bucket truck and chipper; and necessary tools.

\*\* The price for the Bucket truck and chipper is used for evaluation purposes only.

**Crew Rate Descriptions:**

Offerors should provide additional details related to their crew rates if such information would assist in the consideration of the cost Proposal.

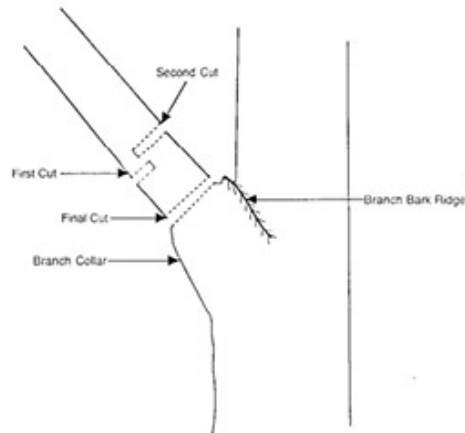
**ADDITIONAL AND/OR OPTIONAL SERVICES**

If applicable, list any fees for any optional or additional services offered that are not already described in the Scope of Services.

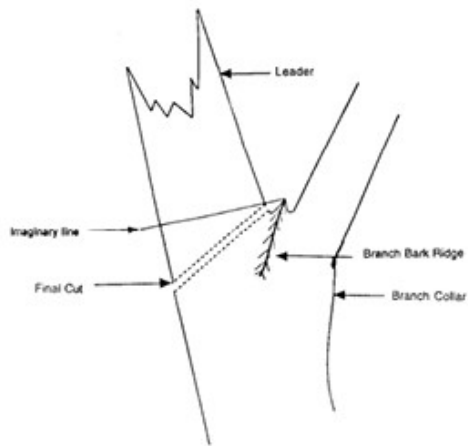
<b>COST CATEGORY (Insert more lines if necessary)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>

**Exhibit F  
RFP25-24  
ANSI A300 Requirements**

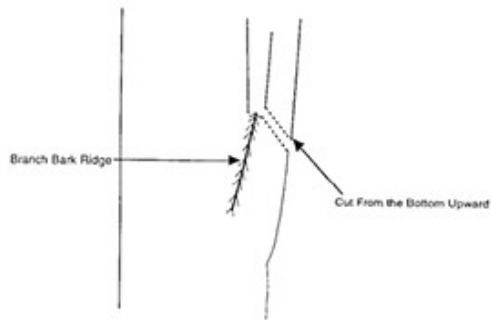
ANSI A300-1995



**Figure 1 – Removing a large lateral branch requires two preliminary cuts before the final cut**



**Figure 2 – When cutting back to a lateral, bisect the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed**



**Figure 3 – When removing a branch with a narrow branch attachment, cut from the bottom upward**

**Exhibit G  
RFP25-24  
Sample Task Order**

COUNTY OF LOS ALAMOS COMMUNITY SERVICES DEPARTMENT

Contractor Name  
SERVICES AGREEMENT: AGR24-XXX

Task Order No.: X

**Date Prepared:** *Month, Day, Year*

**Task Order Project Title:** Name

**Job Cost #:** XX-#### *This is a CSD completed value telling admin where to charge the cost.*

**Task Order CSD Project Manager:** Name *This is a CSD item for identifying the CSD project manager.*

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Task Order CSD Contact:** Name

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Scope of Work:**

*This is usually a list of line items from the contract or new items required specific o the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below.*

**Start Work Date:** ####/####/####

**Complete Work By:** ####/####/####

**Estimated Total Cost: (not to exceed amount):** \$ 0.00  
**GRT:** \$ 0.00  
**Final Estimate:** \$ 0.00

Current Agreement Total Value	\$	GRT	\$ 0.00
Total Value of all Task Orders to date, including this task order	\$ 0.00	GRT	\$ 0.00
Remaining Agreement Total Value	\$	GRT	\$ 0.00

## SIGNATURES

\_\_\_\_\_  
Project Manager Date

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

\_\_\_\_\_  
Contractor Date

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

\_\_\_\_\_  
CSD Director Date

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

\_\_\_\_\_  
Deputy County Manager Date

Name: \_\_\_\_\_  
Print Date