

VILLAGE OF LOS RANCHOS DE ALBUQUERQUE

REQUEST FOR PROPOSALS



SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES

RFP# 2017-7-1

July 17, 2017

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I. ADVERTISEMENT

RFP#2017-7-1

Solid Waste Collection, Disposal and Recycling Services

The Village of Los Ranchos de Albuquerque is requesting proposals from qualified Offerors to provide comprehensive solid waste management services to include, solid waste collection, disposal, and recycling for residential, commercial, mobile home parks, and apartment customers within the Village's municipal boundaries. Proposals submitted shall be valid for ninety days (90) and subject to action by the Village. The Village reserves the right to reject any and all proposals in part or in whole. Completed proposals shall be submitted in a sealed envelope indicating the proposal title and number in addition to the Offer's name and address which must be clearly marked on the outside of the envelope. RFP is issued July 17, 2017. Proposals are due at 5:00pm prevailing time on August 14, 2017. The Offeror is certifying their proposal complies with regulations and required as stipulated in the Request for Proposals upon submission.

EQUAL OPPORTUNITY: All Offerors will receive consideration without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available at 6718 Rio Grande Blvd NW, Los Ranchos de Albuquerque, New Mexico 87107. The request for proposals are also available on our website at <http://losranchosnm.gov>. If any issues arise accessing the request for proposal, please contact Administrator Kelly Ward at (505) 344-6582.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE VILLAGE OF LOS RANCHOS.

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Village of Los Ranchos is requesting proposals from qualified Offerors to provide comprehensive solid waste management services to include, solid waste collection and recycling for residential, commercial, mobile home parks, and apartment customers within the Village's municipal boundaries.

B. BACKGROUND INFORMATION

The Village of Los Ranchos is a municipal corporation duly organized under the laws of the State of New Mexico. The Village is located within Bernalillo County and is bordered by the City of Albuquerque and unincorporated Bernalillo County. Within its four square miles of jurisdiction there are approximately 2100 residential homes, 350 businesses and multiple public facilities.

C. SCOPE OF SERVICES

1. Curbside collection and disposal of solid waste material at each residential and commercial property once per week.
2. Provide a curbside recycling program at each residential and commercial property bi-weekly.
3. Provide drive-back collection services.
4. Provide roll-off containers for commercial and residential use.
5. Provide roll-off containers for municipal use up to 12 times per year without cost to the Village.
6. Provide solid waste collection service and curbside recycling to Village municipal properties.
7. Provide a monthly bulky item pickup service for disposal of waste which cannot be disposed via the weekly roadside solid waste collection. The bulky items to be collected will include such items as refrigerators and other household appliances, and discarded furniture, swamp coolers, hot water heaters and other items suitable for normal collection.
8. Provide an office in the Village of Los Ranchos limits sufficient to qualify same as the location of the business for gross receipts tax reporting purpose.

9. Provide collection of yard waste pickup four times a year.
10. The Offeror will perform all aspects of billing services including payments and collection management to individual users of the service. The charge for all services will be paid by the individual users. The Offeror will also provide customer service, available to both residential and commercial customers, to answer all billing and service related questions.
11. The Offeror shall appoint Designated Service Coordinator to respond to any issues and/or concerns from both customers and the Village. The designated representative shall also provide community outreach to both residential and commercial customers.
12. The Offeror shall establish and maintain an accurate list of the number of customers served. This list shall be verified and approved by the Village. If any discrepancies are discovered, the Village will determine the number of residences and businesses with the assistance of the Offeror's list. The list shall be updated and provided to the Village on a quarterly basis.
13. The successful Offeror will guarantee that they are in compliance with current New Mexico Environment Department (NMED), Federal and State Department of Transportation (DOT), Federal OSHA, and any applicable state and local regulations. The Offeror provide proof of Professional Liability Insurance to the Village if required by its profession.

D. QUALIFICATIONS

Offerors shall describe their company and staff qualifications as they relate to successfully implementing programs comparable to the services proposed for the Village. Describe these qualifications by providing the following information:

1. Basic information. State the name and address of your company. State the name, address, phone number, fax number, and title of person to be contacted about the proposal.
2. Staff Responsibilities. Provide names, resumes, and proposed duties of individuals who will implement the contract, and describe their qualifications.
3. Designated Services Coordinator. Identify and provide resume for the designated services coordinator who will be the primary contact and representative of the company throughout the term of the contract.

4. Company Qualifications. Show, through past experience and current capabilities, the ability to provide residential and commercial solid waste collection including recycling to the service area.
5. Prior References. Provide a minimum of five references with telephone numbers, addresses, services provided, and contact names of individuals who can provide information as to the Offeror's experience and service quality in residential and commercial solid waste and recycling collection services.
6. Financial Statement. Offeror must provide proof of financial ability to staff, equip, and maintain operations such as to provide a consistent service in the service area. Provide financial statements and tax returns for the current year and previous two (2) years. Describe how working capital will be attained and how equipment will be financed. A proforma for the service area shall be provided.
7. Understanding of Local Conditions. Describe areas of expertise or knowledge your company has regarding local issues relevant to solid waste management and recycling in Los Ranchos de Albuquerque or a comparable area. Discuss your familiarity of solid waste issues that would indicate your knowledge and sensitivity to the issue of solid waste collection, and especially local area and concerns in Los Ranchos de Albuquerque or a comparable area.
8. Proof of Disposal Resources. Offerors must demonstrate proof of access and authority to use a permitted disposal landfill or recycling center. Whether owned, leased or by long-term contract to dump municipal solid waste, sufficient capacity to accommodate anticipated volume from the service area for the full term of the contract must be shown.

E. INSURANCE REQUIREMENTS

1. General Conditions: The Village will require that the successful Offeror procure and maintain in full force and effect during the life of this contract, such insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in the State of New Mexico.

The Offeror shall furnish the Village copies of certificates of required insurance in a form satisfactory to the Village (or copies of insurance policies if the Village calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to the Village Administrator of the Village of Los Ranchos, 6718 Rio Grande Blvd NW, Los Ranchos de Albuquerque, NM 87107, before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies. Upon the request of the Village, the Offeror shall provide the Village with a current copy of Offeror's Insurance Policy.

If part of the Contract is subcontracted, the Offeror shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Offeror's insurance policies.

2. Approval of Insurance: Even though a "Notice to Proceed" may have been given, an Offeror or subcontractor shall not begin any work under this Contract until the required insurance has been obtained and the proper Certificates (or insurance policies) have been filed with the Village adding the Village as an additional insured as required by the Village. Neither approval nor failure to disapprove certificates, policies, or the insurance by the Village shall relieve the Offeror of full responsibility to maintain the required insurance in full force and effect.
3. Commercial General Liability Insurance: Offeror shall procure and maintain during the term of the contract with the Village a Commercial General Liability Policy with liability limits in the amounts of not less than a combined single limit of \$2,000,000 per occurrence. The policy should include Pollution Legal Liability and Pollution Impairment Liability and products and completed operations coverage.

Said policies of insurance must include coverage for all operations performed in the Village by the Offeror. The contractual liability coverage shall specifically insure the hold harmless provisions of this contract.

4. Comprehensive Automobile Liability Insurance: Offeror shall procure and maintain during the term of the contract with the Village a Comprehensive Automobile Liability Insurance Policy with liability limits in amounts not less than \$2,000,000 combined single limits of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.
5. Business Auto Coverage Form: The Offeror shall procure and maintain Business Auto Coverage in the amount of \$2,000,000.00 combined single limit to include Pollution Liability. The Auto policy shall include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off road.
6. Worker's Compensation Insurance: The Offeror shall comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.
7. Additional Insurance: The following insurance coverage shall be procured and remain in effect for the entire term of the contract:

Coverage Minimum Limit of Liability

Employer's Liability	\$1,000,000 each occurrence
Excess Umbrella Policy	\$5,000,000 each occurrence

8. Increased Limits: If, during the life of this contract, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act the Village may require the Offeror to increase the maximum limits of any insurance required herein. In the event that the Offeror is so required to increase the limits of such insurance, an appropriate adjustment in contract amount will be made.

F. PROCUREMENT MANAGER

The Village has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Mr. Kelly S. Ward
6718 Rio Grande Blvd NW
Los Ranchos de Albuquerque, 87107
(505) 344-6582 (Office)
(505) 344-8978 (Fax)
kward@losranchosnm.gov

Any inquiries or requests regarding this procurement must be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other Village employees do not have the authority to respond on behalf of the Village.

G. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“**BT**” means the Village of Los Ranchos Board of Trustees.

“**Close of Business**” means 5:00pm Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the given date.

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

“**Contractor**” means a successful offeror who enters into a binding contract.

“**Determination**” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to mandatory).

“Evaluation Committee” means a body appointed by Village management to perform the evaluation of offeror proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”).

“NMED” is the New Mexico Department responsible for regulating solid waste facilities and operations in New Mexico.

“NMSA” is the New Mexico Statutes Annotated.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the Village to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Village of Los Ranchos.

“Request for Proposals” or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal, which confirms in all material, respects to the requirements set forth in the request for proposals. Materials of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Statement of Compliance” and **“Statement of Concurrence”** means an express statement, by the Offeror in their Proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include “The (Offeror) agrees to comply with this requirement “ and “The (Offeror) concurs with this requirement.

“Village” means the Village of Los Ranchos de Albuquerque

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
Issue of RFP	Village	July 17,2017
Acknowledgement Form Due	Offerors	July 28,2017
Deadline to Submit Additional Questions	Offerors	August 2, 2017
Response to Written Questions	Village	August 4,2017
Submission of Proposal	Offerors	August 14, 2017
Proposal Evaluation	Evaluation Committee	August 18,2017
Best and Final Offers from Finalists	Offeror	August 21, 2017
Oral Presentations by Finalists	Offeror	August 23, 2017
Select Finalist for Recommendation to BT	Evaluation Committee	August 25, 2017
Finalize Contract	Village, Offeror	September 7, 2017
Contract Award	Village	September 13, 2017

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, the subsequent events will not occur.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue of RFP
This RFP is being issued by the Village of Los Ranchos.
2. Acknowledgment of Receipt Form Due
Potential Offerors should hand deliver, return by facsimile, or email the “Acknowledgment of Receipt Form” provided as Appendix A to be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on July 28, 2017.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

3. Deadline to Submit Written Questions
Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph F and sent via facsimile or email. *Any contact with any other Village staff member other than the Village Administrator will be grounds for the rejection of a proposal.*
4. Response to Written Questions
Written responses to written questions received will be issued on the date indicated in the Sequence of Events at Section III.A. Additional written requests for clarification of distributed answers or addenda answers or addenda will be further issued as needed.
5. Submission of Proposal
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN AUGUST 14, 2017 (MOUNTAIN TIME). Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Village Administrator at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate they are in response to the Village’s Request for Proposals #2017-7-1. Proposals submitted by facsimile or other electronic means will not be accepted. Proposals must be delivered to:

Mr. Kelly S. Ward
6718 Rio Grande Blvd NW
Los Ranchos de Albuquerque, 87107

A public log will be kept of the names of all offeror's that submit proposals. Pursuant to §13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation phase.

6. Proposal Evaluation
The evaluation of proposals will be performed by an Evaluation Committee appointed by the Village Administrator. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time the Village Administrator may initiate discussion with offerors.
7. Selection of Finalists (If Applicable)
Finalist offerors may be asked to submit revisions to their proposal for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section IIIA.
8. Best and Final Offers From Finalists
Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.
9. Oral Presentation by Finalists (If Applicable)
Finalist offerors may be required to present their proposals to the Evaluation Committee. The Village Administrator shall schedule a presentation time for each of offerors. All presentations will be held at Village Hall located at 6718 Rio Grande NW, Los Ranchos, New Mexico 87107. If the offeror is incorporating forms of electronic medium into the presentation they must be compatible with Macintosh software or provide their own electronic devise.
10. Finalize Contract
The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the Village reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

The Village anticipates awarding the contract on the date in the Sequence of Events at Section IIIA. These dates are subject to change at the discretion of the Village.

The contract will be awarded to the Offeror or Offerors whose proposal is most advantageous to the Village, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points, provided however, the Village reserves the right to reject all proposals.

12. Right to Protest

Any protest by an offeror must be timely and in conformance with §13-1-172 NMSA 1978, and applicable procurement regulations. Protests must be written and must include the name, address, and offeror in addition to the RFP number. It must also contain a statement of grounds for protests including appropriate supporting exhibits. The protest must be hand delivered to Village Administrator at:

Mr. Kelly S. Ward, Administrator
6718 Rio Grande Belve NW
Los Ranchos de Albuquerque, 87107

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1, and the Village of Los Ranchos Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix D.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Village.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name; the prime contractor shall be wholly responsible for the performance of the contract with the Village whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such an amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. Village personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offer's duly authorized representative addressed to the Village Administrator. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for the awarded contract.

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential data.

If a request is received for the disclosure of data for which an Offeror has made a written request for confidentiality, the Village shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation
This procurement in no manner obligates the Village to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.
9. Termination
This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Village determines such action to be in the best interest of the Village.
10. Sufficient Appropriation
Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will become effective by sending a written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
11. Legal Review
The Village requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Village Attorney.
12. Governing Law
This Procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.
13. Basis for Proposal
Only information supplied by the Village in writing or through this RFP should be used as the basis for preparation of Offeror proposals.
14. Contract Terms and Conditions
The contract between the Village and the Contractor will follow the format specified by the Village and will generally contain the terms and conditions set forth in Appendix D.
15. Contract Deviations
Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Village and the selected offeror and shall not be deemed an opportunity to amend the proposal.
16. Offeror Qualifications
The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive

offer as defined in §13-1-83 and §13-1-85 NMSA, 1978 subject to Village's approval.

17. Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to The Village's approval.
18. Change in Contractor Representatives
The Village reserves the right to require a change in contractor representatives if the assigned representatives are not in the opinion of the Village, meeting the Villages needs adequately. Any change in contractor representative must receive prior approval from the Village.
19. Notice
The Procurement Code, § 13-1-28 through § 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
20. Village Rights
The Village reserves the right to accept all or a portion of an offer's proposal.
21. Right to Publish
Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.
22. Ownership of Proposals
All documents submitted in response to this Request for Proposals shall become the property of the Village.
23. Electronic Mail Address Required
A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the offeror should have a valid email address to receive e-mail correspondence.
24. Use of Electronic Versions of this RFP
This Request for Proposals is being made available by electronic means. In the event of conflict between a version of the Request for Proposals in the Offeror's possession and the version maintained by the Village, the

Offeror acknowledges that the version maintained by the Village shall govern.

25. Campaign Contribution Disclosure Form

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

26. Disclosure Regarding Responsibility

Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company: Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body; has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property; is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure; has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply: The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Contractor shall provide immediate written notice to the Village at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Village. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Village may terminate the involved contract for cause. The Village may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village.

27. Preferences in Procurement by the Village of Los Ranchos

a) New Mexico In-state Preference

New Mexico law, §13-1-22 NMSA 1978 provides a preference in the award of public works contract for an "*in-state resident business*". Application of a resident business preference for any offeror requires the offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business' payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b) New Mexico Resident Veteran Preference

New Mexico law, §13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification form the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8%, or 7% of the total weight of all the evaluation factors used in the valid of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

An offeror shall submit one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and give (5) identical copies of their proposal to the location specified in Section II, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to fifty (50) pages with the exception of professional licenses and certifications, which shall be added as appendices. The document shall be printed on 8½ x 11 paper with the following restrictions: font no smaller than 12pt, nominal 1" margins, and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Specifications-Evaluation Factors
- e) Campaign Contribution Disclosure Statement

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V and Section VI. All forms provided in the RFP must be completed and include in the appropriate section of the proposal.

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

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced in other portions of the Offeror's proposal. Offerors may attach other materials that they believe may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name title of the person authorized by the organization to contractually obligate the organization;
- d) Identify the names, titles, and telephone numbers of persons to be contracted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1
- f) Signatures of all authorized individuals to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and accept the term and conditions of the Sample Agreement attached as Appendix D.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

1. Time Frame

The contracts are scheduled to begin in or around September 30, 2017. The Village of Los Ranchos intends on awarding contracts with a term of four years with the option to renew for one additional four-year term.

B. PERFORMANCE STANDARDS

1. Collection of Residential and Commercial Solid Waste. The Offeror will offer weekly collection services to approximately 2,100+ residences, approximately 350 businesses, and multi-family residential dwelling units. The standard service will include roadside collection and bulky item pickup.

2. Drive-back Service. Individuals desiring the convenience of drive-back service will have that option at an additional fee.

3. Servicing the Physically Handicapped. Qualified individuals requiring drive-back service due to physical disability will have the service provided at no additional fee. A "qualified physically disabled resident" means a household where there is not an able-bodied adult resident, and the resident(s) has provided, on a form provided by the Offeror, a physician's certification that the resident(s) is not able to place waste containers at the roadside.

4. Solid Waste Overages Collection. The Offeror will collect overages from residential and commercial Customers (regardless of the method of collection).

5. Collection of Bulky Items. The Offeror will provide a bulky items collection service. Bulky items consist of stoves, refrigerators, water tanks, washing machines, mattresses, furniture and other waste materials other than construction debris, dead animals or hazardous waste. Bulky items will be collected from residences at or near the roadside. The offeror is requested to provide cost effective collection of bulky items.

6. Collection of Yard Waste. Yard waste will be collected with household waste. Tree trimmings suitable for bundling will be tied in bundles. Leaves, small trimmings and grass shall be bagged or placed in rigid containers.

7. Collection of Recyclables. The contractor shall describe the plan for collection of recyclable materials including public education, expansion to commercial clients, curbside and central drop-off programs and marketing of recyclable materials.
8. Start-up Service. Once the contract is awarded, the Offeror must start collection services as described in Section A.1 of the Scope of Services. An implementation schedule must be provided which describes the necessary tasks to achieve this requirement. The Offeror should pay attention to informing the customers in the service area prior to startup. Customers shall be notified as to service features, service startup, pickup schedules, phone contacts, service restrictions, etc. Included in start-up information shall be adjustments to pick up schedules due to holidays.
9. Collection Routes and Schedule of Collection. Once a contract is awarded, the Offeror shall provide the Village maps and schedules of collection routes, and keep such information current at all times. Collection routes and schedules shall be submitted to the Village for approval prior to the initiation of collection services. Any changes in routes and schedules will be subject to Village approval. Village maintained roads will provide the necessary access for roadside collection service to most residences. However, substandard roads or privately owned roads may prevent direct access to some households. The Offeror should include a strategy for servicing houses in substandard or private roads in the proposal.
10. Resolution of Customer Complaints. All complaints shall be made directly to the Offeror and shall be given prompt and courteous attention.
11. Missed Collections. In the event dwelling units are missed during the weekly collection of the route, the Offeror shall collect the solid waste the same day (if the Offeror is notified by 2:00 p.m.), or shall collect the solid waste from the missed units within twenty-four hours after the Offeror is called or otherwise notified that collection was missed (if notified after 2:00 p.m.). If the Offeror thus collects from the missed units, after the Offeror is notified or received a complaint, such a "miss" will not be subject to a penalty. If the Offeror establishes a pattern of non-compliance (which has been documented to the Village) with setout requirements, resulting in missed pickups more than twice a quarter, the Offeror shall notify the customer that pickup will be made at the next scheduled date only. Copy of the notice will be provided to the Village.
12. Responsiveness to Village Complaints. The Offeror must perform as required by the Scope of Services and Sample Agreement (Appendix D). Once notified in writing by the Village, if the Offeror fails to correct problems with its performance within the period to be defined in the Sample Agreement, the Village shall be entitled to compensation up to the amount of the Offeror's performance bond required herein.

VI. EVALUATION OF PROPOSALS

A. GENERAL FACTORS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

Offerors shall describe their company and staff qualifications as they relate to successfully implementing programs comparable to the services proposed for the Village. Describe these qualifications by providing the following information:

1. Introduction:
Provide a brief introduction and overview including history, background, and mission and/or vision of the company.
2. Past Record of Performance
 - a) Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules;
 - b) Include information on five (5) prior or current customers of similar size and nature as that of the Village service area.
 - c) Describe any particular difficulties confronted in past or current contracts for proposed services and how the Offeror addressed and resolved the issues.
3. Proximity to and familiarity with the Village of Los Ranchos
Demonstrate the firm's proximity to and familiarity with the Village of Los Ranchos in which the various projects will be located.
4. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with § 13-4-2 NMSA 1978, will be applied.
5. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.
7. Performance Bond: Contractor shall furnish and maintain in effect throughout the duration of this agreement a performance bond in the amount of \$1,000,000 (one million). The performance bond shall be conditioned upon the faithful performance by the Contractor of its obligations set forth herein. The performance bond shall be written by a bonding company on the State of New Mexico approval list and which is

satisfactory to Village of Los Ranchos de Albuquerque. The Offeror must provide a notarized declaration from the Offeror's surety stating the amount of bonding capacity available to the Offeror.

8. Staff Responsibilities. Provide names, resumes, and proposed duties of individuals who will implement the contract, and describe their qualifications.
9. Designated Services Coordinator. Identify and provide resume for the designated services coordinator who will be the primary contact and representative of the company throughout the term of the contract.
10. Company Qualifications. Show the ability to provide residential and commercial solid waste collection including recycling to the service area based on the number of past and current accounts in comparable sized areas. Separate accounts into those within Bernalillo County, those outside of the County but within New Mexico, and those outside the State of New Mexico. Discuss the type of service provided.
11. Prior References. Provide a minimum of five references with telephone numbers, addresses, services provided, and contact names of individuals who can provide information as to the Offeror's experience and complaints in residential and commercial solid waste and recycling collection services.
12. Financial Statement. Provide financial statements and tax returns for the current year and previous two (2) years. Describe how working capital will be attained and how equipment will be financed. Provide a proforma statement for the services proposed in the service area.
13. Understanding of Local Conditions. Describe areas of expertise or knowledge your company has regarding local issues relevant to solid waste management and recycling in Los Ranchos de Albuquerque or a comparable area. Discuss your familiarity of solid waste issues that would indicate your knowledge and sensitivity to the issue of solid waste collection, and especially local area and concerns in Los Ranchos de Albuquerque or a comparable area.

B. CUSTOMER RELATIONS

1. Customer Service. Describe methods for dealing with collection problems such as missed pickups, missed set-outs, servicing customers with physical disabilities, servicing locations with restricted access (i.e., narrow roadways), customer complaints and similar issues. Include a description of the customer complaint management process and staffing provisions.

Describe how customers can contact you during business and non-business hours, if there is a problem with the collection services. Describe the method of record keeping used to document complaints and their resolutions. Describe how frequently, and in what form, this information would be conveyed to the Village.

2. Public Education. Describe previous methods of developing and distributing public education materials. Provide samples of education materials developed for similar collection programs which target specific needs within the area.
3. Servicing the Physically Handicapped. Describe your proposed criteria and method for servicing physically handicapped customers.

C. TECHNICAL FACTORS

1. Collection Methods and Procedures. Provide a detailed description of the collection methods used by the Offeror (e.g., manual, automated, container/no container, curbside recycling, frequency, drop-off recycling - manned or unmanned, for commercial and residential areas) including any instructions which must be conveyed to customers. The type of system the Village is requesting and is contained in this Request for Proposal is one in which the solid waste container is supplied by the Offeror. The Offeror should include here any discussion and preferences for service collection methods (manual, semi-automated, fully automated). Provide typical guidelines for residential and commercial containment of solid waste, so as to be suitable for collection at the roadside. List restrictions, if any, regarding the type of acceptable waste. Describe the procedure used to obtain permission to enter all private and public (e.g., Middle Rio Grande Conservancy District) right-of-way.
2. Collection Equipment and Personnel. Identify the collection vehicles by type, capacity, and model/year; include vehicles used for routine roadside pickup, and vehicles used for bulky item pickup. Include proposed crew size and provisions for reserve staff and vehicles. In the event that special conditions within the service area are identified which require the use of alternate equipment, include the requested information for the proposed alternates.
3. Describe how collection trucks will be maintained given that the trucks will be constantly viewed by the public. Describe the strategy used to prevent spills of waste during collection, and the procedure used to manage spills. Describe previous spills and how they were handled.
4. Describe your company's policies relating to vehicle compliance with Local, State, and Federal Laws governing vehicle operation and safety.

5. Describe the procedure used to determine the serviceability of collection vehicles, the replacement criteria when it is determined that a vehicle has exceeded its useful life, and the action plan should a vehicle break down on a collection route.
6. Describe the company's policies relating the equipment and personal appearance requirements to ensure a favorable public impression and easy identification.
7. Describe the minimum requirements and training you require of your drivers to ensure that they operate collection vehicles in a safe manner. Describe where the collected waste will be disposed. Indicate landfills that will be used and the Offeror's relationship to or long-term contract for use of said landfill. If applicable, provide the related terms of the contract or relationship.
8. Bulky Item Collection. Describe your plan for the collection of once monthly bulky items. Include a discussion of the impact of frequency of service to the cost of bulky item pickup. Describe your plan for collection of bulky item collection on an "on-call" basis for residential and commercial needs, exclusive of the standard service.
9. Yard Waste Collection. Describe your plan for the collection of yard waste.
10. Collection of Recyclable Materials. The Offeror shall describe the plan for collection of recyclable materials including public education, expansion to commercial clients, curbside and central drop-off programs and marketing of recyclable materials. Offeror shall provide sufficient documentation to assure the Village that all recyclable materials are diverted from a landfill and marketed into existing recyclable channels. Offeror shall provide in the proposal a list of accepted recyclable materials.
11. Drive-back Service. Provide a description of drive-back service. Describe your guidelines for drive-back service available.
12. Mobilization. The Offeror will demonstrate an ability to locate, prepare, and initiate the necessary support services and facilities to begin collection services as soon as possible after the notice to proceed. Information about the prior record of timely implementation should be included.
13. Determination of the Number of Accounts. The Offeror will be responsible for determining the number of accounts within the service area. It is anticipated that the number of accounts will change resulting from adjustment to service boundaries and development within service

areas. Describe your method for establishing the number of accounts within the service area. Describe your willingness to accommodate changes in service boundaries and increases or decreases in accounts resulting from development or annexation.

14. Support Facilities. Identify and provide a brief description of the size, features, operation, and location of your support facility (i.e., corporate yard, customer service call center).
15. Record Keeping. Describe the method for tracking customer complaints, quantities of waste collected and transported to disposal sites, and any other information of importance. Describe the record keeping required by the State of New Mexico for commercial haulers relating to the type of waste collected, and the site of final disposal. Describe how frequently, and in what form, these records could be provided to the Village.
16. Rules and Regulations. Describe your company's rules and regulations for residential roadside and commercial collection service.
17. Additional Information. Present other technical or qualification information or criteria which would benefit the Village and that the Offeror suggests should be included in either the proposal or contract.
18. Low Income Exemption Program. Describe how your company would handle a low-income exemption program and what qualifications would be considered in determining who would be eligible for the low-income exemption program.

D. COST COMPONENT

The proposer must give collection cost items as cost per month for each household, commercial business, trailer park and apartment building. Costs of additional services (i.e. roll-offs) shall be described such that all costs to the individual or business are specified. A complete derivation of costs should be included for itemized costs and proposed cost increases. In addition, describe the criteria and procedure for unusual or extraordinary cost adjustments. The Village is requesting that the Offeror prepare two (2) cost proposals; one with roll-off services as exclusive to the Offeror within the Village limits and one with the roll-off services as non-exclusive.

E. EVALUATION SCORING

The Village of Los Ranchos will evaluate the content and substance of the Offeror’s response to each evaluation factor and assigning a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

Evaluation Factor	Maximum Score
General	300
Customer Relations	225
Technical	225
Cost	250
Statement of Concurrence - Performance Bond	Pass/Fail
Total Points (maximum)	1000

Maximum Total: 1000

PREFERENCES

If an Offeror’s proposal contains a valid NM State Resident Business Certificate, the following points will be applied to an Offeror’s total points:

- NM State Resident Business Certificate.....50 points
- Resident Veteran Business Certificate.....70, 80, or 100 points

APPENDIX A

RFP#2017-7-1

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgment of receipt should be signed and returned to the Village Administration no later than the close of business on July 28, 2017. Only potential offerors will receive copies of all offeror written questions and the Village's written responses to those questions as well as RFP amendments, if any are issued.

Firm: _____

Represented by: _____

Title: _____ **Contact Number:** _____

Email : _____ **Fax Number:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Signature: _____ **Date:** _____

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

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

APPENDIX B

RFP#2017-7-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services

provided without compensation or

unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

Name (s) of Applicable Public Official if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (position)

APPENDIX C

RFP# 2017-7-1

VETERAN'S PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

The representations made in the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D
RFP#2017-7-1
SAMPLE AGREEMENT

**VILLAGE OF LOS RANCHOS DE ALBUQUERQUE RESIDENTIAL
AND COMMERCIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES LICENSE
AGREEMENT**

**THIS RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES LICENSE AGREEMENT** (this "Agreement") is made as of _____, between the VILLAGE OF LOS RANCHOS DE ALBUQUERQUE, a political subdivision of the State of New Mexico (the "Village") and the "(Contractor").

RECITALS

- A. The Village issued Request for Proposals No. 2017-07-01
- B. The Contractor submitted its proposal and addenda dated August 14, 2017.
- C. The Village wishes to engage the Contractor to render municipal solid waste residential and commercial services in the Village in connection with the Request For Proposals, and Contractor is willing to provide the services set forth herein for specified amounts to be collected from residential and commercial users, which amounts are set forth on Exhibit A of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

1. **SCOPE OF SERVICES.** The Contractor agrees to perform the collection and disposal of residential and commercial solid waste and recyclables within the Village of Los Ranchos de Albuquerque.
2. **CONSIDERATION.** In consideration for the services performed by the Contractor pursuant to this Agreement, the Village agrees to (i) grant to the Contractor the exclusive right and privilege to conduct business for the purpose of collection and disposal of residential and commercial solid waste and recyclables, including roll-off and compactors service, within the boundaries of the incorporated Village of Los Ranchos de Albuquerque and (ii) grant to the Contractor the right to use any and all Village streets, alleys, and bridges within the Village, subject to the laws of the state of New Mexico and the ordinances of the Village. ** roll-off exclusive rights and privileges pending final negotiations*
3. **TERM OF AGREEMENT.** This Agreement shall commence October 1, 2017 (the "Effective Date") and end September 30, 2021. The term of this Agreement shall automatically extend for one additional period of four years without the need for any further action by the parties unless either party provides written notice to the other party within 180 days prior to the expiration of the four-year initial term. Agreement's then-current expiration date.

4. COMPENSATION AND METHOD OF PAYMENT. For performing the services specified in this Agreement, the Village agrees that the Contractor is authorized to collect by direct billing of residential and commercial users the charges for solid waste and recycling collection at each residence and commercial business at the rates set forth in Exhibit A, plus the franchise fee set forth in Section 5 and applicable gross receipt taxes. The amounts collected from users shall constitute full and complete compensation to the Contractor for services rendered under this Agreement. The Contractor shall take action as necessary to ensure that the Village receives credit for all gross receipts taxes collected pursuant to this Agreement.

5. FRANCHISE FEE. The Contractor shall charge customers within the Village a franchise fee of 5% of the amount of the charges shown on Exhibit A and shall pay the Village the gross amounts of the franchise fees collected from the customers within the Village for each month on or before the 15th day of each following month.

6. COLLECTION SERVICES.

6.1 Collection of Residential Solid Waste. The Contractor will provide weekly solid waste collection for Village residences for the rate set forth in Exhibit A for basic one-container service. All solid waste must be contained in the container, with the lid closed, for collection and the weight of the container and contents cannot exceed (to be negotiated) pounds. If a customer desires, a second container will be made available for the additional rate set forth in Exhibit A. The Contractor will supply and distribute one free initial container for solid waste per residence. The Contractor shall replace containers that are lost or damaged, except that the customer will pay for a replacement container where such loss or damage is caused by the negligent or willful acts of the customer. Mobile home parks and apartment buildings owners or residents will have the option of using commercial sized rather than individual containers.

6.2 Collection of Recyclable Materials. The Contractor will provide the collection of commingled curbside recycling bi-weekly for the rate set forth in Exhibit A. Recyclable materials - are the items set forth in Exhibit B. The Contractor will provide educational information to the Village regarding recycling and the recyclable materials. The Contractor shall supply one free initial container for residential and commercial recycling to each residence and/or business requesting such a container. All residential and commercial customers will be billed for recycling services regardless of whether the customer requests a recycling container. The Contractor shall replace containers that are lost or damaged, except that the customer will pay for a replacement container where such loss or damage is caused by the negligent or willful acts of the customer.

6.3 Commercial Collections. The Contractor shall provide commercial collection bins or commercial container service to businesses for the rates set forth in Exhibit A. The Contractor shall provide for the collection of solid waste from commercial units a minimum of once per week. Container locations shall be reasonable, allowing safe ingress and egress and must be unobstructed by overhangs and wires. Enclosure gates will be opened by the customer for accessibility to the container for service.

6.4 Vacant Premises. The Contractor will charge a reduced rate to residential or commercial accounts vacant longer than 30 days. The owner of the vacant premises must provide written notification of the vacancy to the Contractor to qualify for the rate reduction or else will be responsible for paying the regular rate. The vacant premises reduced rate is set forth in Exhibit A.

6.5 Maps and Schedules. The Contractor will provide the Village with maps and schedules of collection routes and keep such information current. Any changes in routes and schedules are subject to the Village's approval, which shall not be unreasonably withheld.

6.6 Hours of Collection. Normal hours of collection shall be as specified below. Exceptions will be approved by the Village when necessary to complete collection of a route due to unusual circumstances.

A. Residential collection shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and 7:00 a.m. and 1:00 p.m. on Saturday.

B. Commercial collection shall be between the hours of 4:00 a.m. and 8:00 p.m. Monday through Friday and 4:00 a.m. and 1:00 p.m. on Saturday.

C. If the Contractor receives a complaint from a customer that commercial collection at a premise creates disturbances to adjacent residential properties, the Contractor shall not begin commercial collection at that premises before 6:00 a.m.

6.7 Holidays. The Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Thanksgiving and Christmas. If the Contractor observes the above listed holidays as non-collection days, then residential collection shall occur on the next day of the week that is not a Sunday and all other collection days may be moved to the next day that is not a Sunday. Commercial collections on such holidays shall be performed on the day either prior to or after the holiday at the option of the Contractor. The Contractor shall inform customers of holiday schedules via local media. The Saturday following a week including a holiday shall have operational hours of 7:00 a.m. to 7:00 p.m.

6.8 Missed Collections. All customer complaints will be directed to the Contractor who will give them prompt and courteous attention. If a residential collection is missed during its scheduled collection day, the Contractor shall provide collection within 24 hours after receiving notification of the missed collection. If the Contractor provides documentation to the Village of customer noncompliance with setout requirements resulting in missed pickups more than twice in a quarter, the Contractor will notify the customer that pickup will be made on the next scheduled collection day only and copy of such notice will be provided to the Village.

6.9 Low Income Credit. The Contractor will provide a maximum of (to be negotiated) per month credit for low income assistance to be used in a manner determined by the Village. The criteria for low income assistance will be determined and administered by the Village.

6.10 Handicap Service. The Contractor will administer handicap service and set forth the criteria to be used to determine if a residence is eligible for handicap service.

6.11 Free Services to Village Properties. The Contractor will provide free services to the following Village properties: Village Hall and Fire Station located at 6718 Rio Grande Blvd. N.W., Agri-Nature Center located at 4920 Rio Grande Blvd N.W., and Old Village Hall located at 920 Green Valley N.W. The Contractor will not provide this service if any of the above listed properties are sold or transferred. The Contractor will also provide at no charge 10 free roll-off container loads annually. The Contractor will provide roll off placement year round with pick up as needed at the Agri-Nature Center. The Village may provide alternative locations if Village offices or functions are relocated.

6.12 Bulky Item Collection and Drive Back Service. The Contractor will provide bulky item pickup to each residence on the scheduled collection day by appointment at the customer's request one time per month. Bulky items include household appliances, discarded furniture, swamp coolers, hot water heaters, and other items not suitable for normal collection. Bulky item collection does not include construction debris, junk cars, dirt, rocks, or concrete. Drive back service and additional bulky item pickup services are available to each residence at the customer's request for the rates set forth in Exhibit A.

6.13 Roll-off, Compactor, and Manure Collection Services. The Contractor will provide roll-off, compactor, and manure collection services for the rates set forth in Exhibit A.

6.14 Yard Waste. Yard waste shall be collected four times per year during a specified week agreed upon by the Village and the Contractor. Such collection shall be available to each residence on the scheduled collection day by appointment at the customer's request. Each participating residence shall be limited to ten bags or bundles of yard waste. No trees or tree stumps will be accepted during this collection.

6.15 Hazardous Waste. The Contractor has no responsibility to accept hazardous waste as defined by Federal and State Law, and reserves the right to reject the same from customers.

7 RATE ADJUSTMENT.

7.1 CPI Adjustment. The rates applicable to the services to be provided under this Agreement are set forth on the rate schedule attached to this Agreement as Exhibit A. The amounts set forth in Exhibit A will be increased annually on each anniversary of the Effective Date by an amount equal to 85% of the increase, if any, in the Consumer Price Index for all Western Urban Consumers published by the United States Department of

Labor, Bureau of Statistics ("CPI") during the preceding May to May period.

7.2 Additional Rate Adjustments. In addition to the CPI adjustment in Section 7.1, the Contractor may from time to time request an adjustment to the rates set forth on Exhibit A or a surcharge to recover increases in the cost of operations for circumstances that are not within the reasonable control of the Contractor. Such circumstances include, but are not limited to: (i) a change in Contractor's operations due to Force Majeure (as defined in Section 8); (ii) any change in law, statute, rule, regulation, ordinance, order, permit condition, or other requirement of any Federal, State, regional, or local government that is effective after the date of this Agreement, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon waste collection; (iii) changes in the scope or method of services provided by the Contractor required, initiated, or approved by the Village; or (iv) changes in disposal fees, cost of fuel, or other industry-related reasons. Rate adjustments or surcharges due to the increased cost of fuel shall be limited to two times each year and shall become effective on the anniversary of the Effective Date (i.e., each October 1) or six months after the Effective Date (i.e., each April 1), whichever date occurs next after the Contractor's request is received and approved by the Village. The Contractor's request shall include a report detailing the increased costs associated with performance. The Village shall not unreasonably withhold approval of a rate adjustment or surcharge pursuant to this section and shall conclude all action relating to a request within 60 days following receipt of the Contractor's request. If the Village unreasonably denies the Contractor's request, the Contractor may terminate this Agreement within 180 days after such a denial upon 120 days prior written notice to the Village.

7.3 Landfill Adjustment. The location of the disposal site to be used under the term of this Agreement is the (to be negotiated) Landfill. If, during the term of this Agreement, the (to be negotiated) Landfill reaches capacity or closes, the Contractor shall designate and obtain an alternate disposal site for which the Contractor may seek compensation for increased fees and costs pursuant to Section 7.2 above.

8. FORCE MAJEURE. If either party is delayed, hindered or prevented from performing any act required by this Agreement by circumstances beyond its reasonable control without limitation, fires, severe weather, floods, acts of war, civil disturbances, acts of terrorism, labor disputes, inability to procure materials, failure of power, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated.

9. TERMINATION. This Agreement may be terminated in whole or in part in writing by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. In order to terminate this Agreement for cause, the terminating party must provide written notice of termination and shall provide the party being terminated 90 days from the date of the receipt of the written notice to cure the deficiency to the

satisfaction of the terminating party or else the termination will become effective.

10. **INDEPENDENT CONTRACTOR.** Neither the Contractor nor its employees are considered to be employees of the Village for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the services described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Village under the provisions of the Worker's Compensation Act of the State of New Mexico or to any of the benefits granted to employees of the Village.

11. **PERSONNEL.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. **COMPLIANCE WITH LAWS.** In providing the scope of services outlined herein, the Contractor shall comply with all applicable laws, ordinances, statutes; and codes of the Federal, State, and local governments.

12. **INDEMNITY.** The Contractor agrees to defend, indemnify, and hold harmless the Village and its officials, agents, and employees from and against any and all liabilities, penalties, fines, claims, actions, suits, or judgments, and costs and expenses incidental thereto, including court costs and reasonable attorneys' fees, which the Village may incur with respect to third parties for personal injury, property damage, or other loss to the extent caused by or arising from or in connection to the negligent actions or omissions or willful misconduct of the Contractor in the performance of this Agreement, except such loss or damage that was caused by the negligence or willful misconduct of the Village. If the claim is based, in whole or in part, on the negligence of the Village, the extent of the Contractor's liability under this section shall not exceed the amount of the Contractor's share of fault.

13. **INSURANCE.** The Contractor shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies to protect the Contractor and the Village from claims of bodily injury, death, or property damage which may arise from the Contractor's activities or operations under this Agreement. Said policies shall be for not less than the amounts listed below:

Commercial General Liability

\$2,000,000 combined single limit per occurrence

The policy should include Pollution Legal Liability and Pollution Impairment Liability and products and completed operations coverage.

Comprehensive Automobile Liability

Liability limits in amounts not less than \$2,000,000 combined single limits of liability for bodily injury, including death, and property damage per occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work

Business Automobile Coverage:

\$2,000,000.00 combined single limit to include Pollution Liability. The Auto policy shall include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off road.

Excess Umbrella:

\$5,000,000 each occurrence

Employer's Liability:

\$1,000,000 each occurrence

Workers' Compensation:

Statutory limit

The Contractor's liability insurance policies will name the Village as an additional insured. The Contractor shall not commence any work under this Agreement until the required insurance has been obtained and certificates of insurance have been submitted to the Village.

14. **PERFORMANCE BOND.** The Contractor shall furnish and maintain in effect throughout the duration of this Agreement a performance bond in favor of the Village in the amount of \$1,000,000 (one million). The performance bond shall be conditioned upon the faithful performance by the Contractor of its obligations set forth herein. The performance bond shall be written by a bonding company on the State of New Mexico approval list and subject to the Village's reasonable approval.

15. **REPORTS AND INFORMATION.** At such times and in such forms as the Village may reasonably require, the Contractor shall promptly furnish to the Village records, statements, reports, data, and information pertaining to matters covered by this Agreement unless such records are proprietary or confidential. All such records generated by the Contractor relating to matters covered by this Agreement will be available for inspection by the Village upon 96-hour prior notice during normal business hours. The customer account lists and customer information that the Contractor develops or acquires under this Agreement shall become the Village's property and shall be delivered to the Village promptly at the Village's request, but no later than within 30 days after the final termination date of this Agreement.

16. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** Records shall be maintained by the Contractor in accordance with applicable law and reasonable requirements prescribed by the Village with respect to all matters covered by this Agreement. Except as otherwise authorized by the Village, such records shall be maintained for a period of seven years after the termination of this contract.

17. **PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Village shall have unrestricted authority to publish, disclose, distribute

and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement, unless such records are proprietary or confidential materials of the Contractor.

18. NOTICE. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Village

Village of Los Ranchos de Albuquerque
6718 Rio Grande Boulevard NW
Los Ranchos, NM 87107

Contractor

19. CHANGES. The Village may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder subject to the mutual agreement of the parties. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Village and the Contractor, shall be incorporated in written amendments to this Agreement.

20. SUBCONTRACTS. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Village. The approval of the Village shall not be unreasonably withheld. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of the Agreement. ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Village thereto. The consent of the Village shall not be unreasonably withheld.

21. CONSTRUCTION AND SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. DEFAULT, ATTORNEY FEES. In the event the Village is required to retain legal counsel to interpret or enforce the terms of this agreement, the Village will be entitled to recover its cost in any action together with reasonable attorney fees.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may be

amended only by a written instrument signed by both parties.

24. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

25. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the Board of Trustees of the Village of Los Ranchos de Albuquerque.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Agreement as of the date first written above.

The rights and obligations provided for in the Contract shall become effective and binding upon the signature of the last party signing this Contract.

VILLAGE:

Village of Los Ranchos de Albuquerque,
a New Mexico municipal corporation

By: _____
Its: _____
Date: _____

CONTRACTOR:

a _____

By: _____
Its: _____
Date: _____