LINCOLN COUNTY
STATE OF NEW MEXICO

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE SERVICES FOR LINCOLN COUNTY

RFP #15-16-002

LINCOLN COUNTY PURCHASING
300 Central Avenue
Carrizozo, NM 88301

September 2015

Table of Contents

I. INTRODUCTION **1**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS 1
B. SUMMARY SCOPE OF WORK 1
C. SCOPE OF PROCUREMENT 2
D. PROCUREMENT MANAGER 2
E. DEFINITION OF TERMINOLOGY 2
G. PROCUREMENT LIBRARY 5

II. CONDITIONS GOVERNING THE PROCUREMENT **6**

A. SEQUENCE OF EVENTS 6
B. EXPLANATION OF EVENTS 6
C. GENERAL REQUIREMENTS 10

III. RESPONSE FORMAT AND ORGANIZATION **15**

A. NUMBER OF RESPONSES 15
B. NUMBER OF COPIES 15
C. PROPOSAL FORMAT 15

IV. SPECIFICATIONS **17**

A. INFORMATION 17
B. MANDATORY REQUIREMENTS 17
C. DESIRABLE REQUIREMENTS 18

V. EVALUATION **22**

A. EVALUATION POINT SUMMARY 22
B. EVALUATION FACTORS: MANDATORY REQUIREMENTS 22
C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS 24
D. EVALUATION PROCESS 26

APPENDIX A **27**

ACKNOWLEDGEMENT OF RECEIPT FORM 27

APPENDIX B **28**

SAMPLE CONTRACT 28

APPENDIX C **40**

COST RESPONSE FORM 40

APPENDIX D **41**

LETTER OF TRANSMITTAL FORM 41

APPENDIX E **42**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM 42

APPENDIX F **45**

RESIDENT VETERANS PREFERENCE CERTIFICATION 45

APPENDIX G-SUPPORTING DOCUMENTS **46**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Lincoln, State of New Mexico (NM), on behalf of the Lincoln County Board of County Commissioners (BCC), seeks sealed Proposals from experienced and capable Offerors that can implement a comprehensive program for the management of solid waste within the unincorporated areas of Lincoln County, New Mexico.

B. SUMMARY SCOPE OF WORK

The scope of work consists of providing solid waste management for all households in the unincorporated portions of the County (excluding the Alto Lakes Water and Sanitation District). The existing system of Solid Waste Services currently provided to the County residents by the Greentree Solid Waste Authority include:

- 30 cubic-yard (cy) compactors at 12 Collection Station locations
- 3 cy container collection services for solid waste at numerous locations within the County (approximately 369 units)
- 3 cy container collection services for various recyclables (e.g., plastics, cardboard, metals) at some of the Collection Stations and container collection locations
- 2 cy container collection services for Ashes at the Collection Stations
- 96-gallon (gal) Poly-Carts for residential curb-side collection services for customers within two subdivisions (approximately 352 Customers)
- 12 cy of residential slash collection (annually) for County residents in forested areas (approximately 1,850 Customers)
- Illegal dumping clean-up associated with Collection Stations and containers collection locations

In addition to the services identified above, Contractor shall also provide community outreach and education to residents. The County will retain full responsibility for all aspects of billing, as well as, payment and collections management.

The successful Offeror will be responsible for operating, maintaining and improving the County identified waste equipment and facilities. Additional or replacement facilities constructed and operated will be on County-controlled property and ownership of all infrastructure shall revert to the County at the completion of the contract. The successful offeror will guarantee (via a performance bond) that they are in compliance with current New Mexico Environment Department (NMED), Federal and State Department of Transportation (DOT), Federal OSHA and ANSI standards and requirements. In addition, the successful Offeror will be required to utilize a transfer or disposal facility designated by the County and permitted by NMED.

C. SCOPE OF PROCUREMENT

The scope of this procurement consists of evaluating the existing collection system as it is currently operating and providing a baseline Proposal for these existing operations. In addition, the County is interested in receiving alternative Proposals that reflect improvements to the existing operations based on the experience of the Offeror with similar collection systems. All Proposals will require the development of an implementation plan that will be utilized by the selected Offeror to implement the operation of a comprehensive solid waste collection program for residents of the unincorporated portions of the County (excluding the Alto Lakes Water and Sanitation District). The base Proposal should consider the neighborhood poly-cart collection services, rural container collections, recycling, ash, and slash management capabilities, as well as operating and improving the twelve County owned Collection Stations. An alternate Proposal may be provided that includes or deletes any combination of the base services, while still providing access to solid waste disposal services to all of the residences identified. The duration of the contract resulting from this Request for Proposals (RFP) shall be for eight (8) years from the date of award. Under no circumstances shall the term of this contract exceed 8 years. This procurement will result in a single source award.

D. PROCUREMENT MANAGER

The County of Lincoln has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Lincoln.

Mr. Orlando Samora, Lincoln County Purchasing Agent

Delivery Address (Including Proposal delivery):	Mailing Address:
300 Central Avenue, Carrizozo, NM 88301	P.O. Box 711, Carrizozo, NM 88301

Phone: (575) 648-2385 ext. 105
Fax: (575) 648-2381
E-mail: osamora@lincolncountynm.gov

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Mr. Samora's Delivery Address, above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"**Board of County Commissioners**" (also "**BCC**") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"**Close of Business**" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"**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 with the County.

"**County**" means the County of Lincoln, State of New Mexico.

"**Determination**" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**Desirable**" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"**Evaluation Committee**" means a body appointed by County management to perform the evaluation of Offeror Proposals.

"**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed Proposals.

"**Finalist**" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"**Mandatory**" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's Proposal.

"**Local public body**" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"**NMAC**" means the New Mexico Administrative Code, as administered by the New Mexico Commission of Public Records, State Records Center and Archives, Administrative Law Division.

"NMED" is the New Mexico Environment Department responsible for regulating solid waste facilities and operations in NM.

"**Offeror**" is any person, corporation, or partnership who chooses to submit a Proposal.

"**Procurement Manager**" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed Proposals.

"**Procuring agency of the County**" means the department or other subdivision of the County of Lincoln that is requesting the procurement of services or items of tangible personal property.

"**Purchase Order**" or "**PO**" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"**Purchasing**" means the County of Lincoln Purchasing Office or the Lincoln County Purchasing Agent.

"**Purchasing Agent**" or "**PA**" means the Purchasing Agent for the County of Lincoln.

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

"**Responsible Offeror**" means an Offeror who submits a responsive Proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Proposal.

"**Responsive Offer**" or "**Responsive Proposal**" means an offer or Proposal which conforms in all material respects to the requirements set forth in the request for Proposals. Material respects of a request for Proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"**Statement of Compliance**" and "**Statement of Concurrence**" mean 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 [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

"**Waste Facility**" means a publicly accessible solid waste or recycling collection, transfer, transformation, composting, conversion or materials separation, processing or recovery facility.

F. RESIDENT/VETERAN BUSINESS PREFERENCE

Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their Proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their Proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:
http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please see Section V.D.4 for more information and especially note **Appendix F**.

G. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code
http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Advertise RFP	Procurement Manager (PM)	08/30/2015 (Sunday)
2. Issue RFP	Procurement Manager (PM)	08/31/15 (Monday)
3. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	09/8/15 (Tuesday)
4. Pre-Proposal Conference	PM, PO	09/14/15 (Monday)
5. Deadline to Submit Additional Questions	PO	09/21/15 (Monday)
6. Response to Written Questions/ RFP Amendments	PM	09/25/15 (Friday)
7. Submission of Proposal	**Offerors**	**10/7/15 (Wednesday) 3:00 PM MDT**
8. Proposal Evaluation	Evaluation Committee (EC)	10/7/15 (Wednesday) to 10/12/15 (Monday)
9. Notification of Finalists (If desired)	EC	10/13/15 (Tuesday)
10. Best & Final Offer (If requested)	Offerors	10/20/15 (Tuesday)
11. Oral Presentations (If requested)	Offerors	10/22/15 (Thursday)
12. Contract Negotiations (If needed)	Tentative winner/County	10/23/15 (Friday) to 10/27/15 (Tuesday)
13. Contract Award*	Purchasing Agent/BCC*	10/28/15 (Wednesday)
14. Protest Deadline	Offerors	11/16/15 (Monday)
15. Contract Initiation**	Contractor	1/1/2016 (Friday)

*Contract award is subject to approval of the Board of County Commissioners (BCC).
**Subject to Contract Negotiations.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Lincoln County Purchasing Agent on behalf of the County of Lincoln and the Lincoln County BCC.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand-deliver or return by facsimile, e-mail, registered, or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See **Appendix A**) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A **MANDATORY** Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 1:30 P.M. MDT in the Commission Room, 300 Central Avenue, Carrizozo, NM 88301. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. Written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is a prerequisite for submission of a Proposal.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Lincoln County Purchasing Office web site (http://www.lincolncountynm.gov/county_offices/finance/index.php). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at **Appendix A**. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return

this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 3:00 PM MDT ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each Proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Solid Waste Services for Lincoln County RFP", should reference "RFP#15-16-002" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED. PLEASE BE AWARE THAT CARRIZOZO DOES NOT HAVE RELIABLE OVERNIGHT DELIVERY SERVICES. If you are planning to hand deliver your Proposal, be advised that US 380 may be closed between San Antonio and Carrizozo due to activities at the White Sands Missile Range. Call 575.678.1178 for roadblock information.**

A public log will be kept of the names of all Offerors submitting Proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any Proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of Proposals will be performed by an Evaluation Committee appointed by County management. This process will be conducted during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may, at his option, initiate discussions with Offerors who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposals, but Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify Finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only Finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the Finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalists may be asked to submit revisions to their Proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Carrizozo, NM, 88301. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror (in order) without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners. Any contract shall be awarded to the Offeror whose Proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Lincoln County Procurement 2014-31, Section 2.6d. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Lincoln County Purchasing
Attn. Mr. Orlando Samora, County Purchasing Agent
300 Central Avenue
Carrizozo, NM 88301
NOTE: Protests received after the deadline will not be accepted.

14. Contract Initiation

Date the Contract becomes effective and the selected Contractor will be responsible to initiate services. This date is subject to negotiations with the selected Offeror.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Lincoln County Procurement Policy (2014-31, Section 2.6D).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see **Appendix D**). Submission of a Proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any Proposal or material or negotiation associated with their response to this RFP shall be borne solely by 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 County. The County will only make contract payments to the prime Contractor.

4. Subcontractors

Use of Subcontractors must be clearly explained in the Proposal and each must be identified by name. The prime Contractor shall be wholly responsible for contract performance whether or not Subcontractors are used. Substitution of Subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

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

6. Offeror's 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

Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the Proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including Proposal prices, will be considered firm for ninety (90) days after the due date for receipt of Proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The Proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

> Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the remaining portions 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-I 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 information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent 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 so disclosed. The Proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Lincoln County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Funding for the Contract resulting from this RFP has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the Contract resulting from this RFP, its continuation beyond the end of the fiscal year is contingent on the County Commission making the appropriations necessary to fund the Contract. If sufficient appropriations are not made, the Contract may be terminated at the end of the County's then current fiscal year upon ninety (90) days' written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the Contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Legal Review

The County 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 Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror Proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in **Appendix B**, Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's Proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in **Appendix B**, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's Proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their Proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's Proposal.

18. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's Proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the Proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a Proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the Proposal submitted to the County.

26. Use by Other Government Entities

By submitting a Proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Lincoln County.

27. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County of Lincoln.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit only one (1) response to this RFP (i.e., the Base Proposal). In addition to the base Proposal, this response may contain alternative Proposals from the Offeror that are presented in an effort to provide cost effective and efficient alternative approaches to address rural residential solid waste services in the County.

B. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their Proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of Proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for 6 identical copies would be fulfilled by submitting the original and five [5] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.) In addition, the Offeror shall include an electronic copy of their entire original Proposal (PDF) on a flash drive or other suitable electronic media.

C. PROPOSAL FORMAT

All Proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The Proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

a. Letter of Transmittal Form (See **Appendix D**)

b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)

c. Resident Veterans Preference Certificate (If applicable. See Section I.F. and **Appendix F**.)

d. Table of Contents

e. Cost Response Form* (See **Appendix C**) in a sealed and labeled envelope

f. Campaign Contribution Disclosure Form* (See **Appendix E**) in a sealed and labeled envelope

g. Proposal Summary (Optional)

h. Response to Specifications

i. Other Supporting Material (Optional. See Section III.C.3, below)

*Only the single original needs to be provided and must be secured in the binder marked "Original" in the required sealed and labeled envelope.

Within each section of their Proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the Proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, **Appendix C**.

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

A 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 from other portions of the Offeror's Proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at **Appendix D must** be completed, signed and included with the Offeror's Proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

IV. SPECIFICATIONS

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the Proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the Proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section V.D.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's Proposal.

B. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at **Appendix D**, with their Proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at **Appendix B**. A statement of concurrence is required.

3. Oral Presentation (50 Points)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the Offeror will be required to present their Proposal and explain their approach to providing the required services to Lincoln County.

4. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the **Appendix E**, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Lincoln are BCC Chair Preston Stone; BCC Vice-Chair Dallas Draper ; Commissioners Lynn Willard, Tom Stewart and Elaine Allen; Assessor Paul Baca; Clerk Rhonda Burrows; Probate Judge Stirling Spencer; Sheriff Robert Shepperd and Treasurer Beverly Calaway.)

5. Pricing (0 Points)

Offeror must agree that the prices proposed will remain fixed for the first year of the contract and that any future adjustments to pricing will be subject to negotiation and agreement by mutual assent of the parties. A statement of concurrence is required.

6. Proposal Bond (0 Points)

Offeror must provide, with their Proposal, a Proposal Bond in the amount of 5% of the "Total Annual Sum" indicated on the Cost Response Form (**Appendix C**) submitted with the Offeror's Proposal. The Bid Bond shall be valid for the same period as the Proposal, plus ninety (90) days after the validity date of the Proposal. The County reserves the right to extend the validity of the Proposal Bond if a contract is not yet in place.

7. Performance Bond (0 Points)

Offeror must submit, with their Proposal, proof of their ability to secure a performance bond in the amount of one million dollars ($1,000,000.00). Offeror must ALSO agree to provide a performance bond, in the amount of one million dollars ($1,000,000.00), at the time of contract award by the Lincoln County Board of County Commissioners, if an award offer is made to them. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract. A statement of concurrence is required.

8. Cost (250 Points)

Offeror must complete and submit the Cost Response Form at **Appendix C**. State gross receipts and local option taxes (if any) shall not be included in the proposed costs.

C. DESIRABLE REQUIREMENTS

1. Experience (125 Points)

Offeror should describe, in narrative or tabular form, their experience in providing the services in this RFP: compactor management, maintenance and transportation; container collection; residential poly-cart collection: recycling container collection; and slash

collection services to large numbers of private residences that span a broad geographic area such as is found in Lincoln County. Offerors should also detail the duration and location where they have been providing such services; and indicate how successful they have been.

2. Collection Station Compactor Management (100 Points)

Offeror should describe, in narrative form, how they will provide routine management, maintenance and transportation of collection station compactors from the twelve existing Collection Stations situated in the unincorporated areas of Lincoln County. The response should be tailored to the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired. A map identifying the location of the Collection Stations is provided in **Appendix G**. A list identifying the anticipated Compactor Equipment that will be available is also provided.

3. Container Collection Services (100 Points)

Offeror should describe, in narrative form, how they will provide regularly scheduled container collection services for residential areas provided with these services for citizens, living in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired. A map identifying the approximate location of the Collection Containers is provided in **Appendix G**. A list identifying the anticipated Collection Container Equipment that will be available is also provided.

4. Residential Curb-Side Collection Services (50 Points)

Offeror should describe, in narrative form, how they will provide regularly scheduled residential curb-side collection services for residents provided with this service for citizens, living in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired. A map identifying the approximate location of the Curb-Side Collection Service Customers is provided in **Appendix G**. A list identifying the anticipated Equipment that will be available is also provided.

5. Slash Collection Services (25 Points)

Offeror should describe, in narrative form, how they will provide slash collection services for residents living within forested regions in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

6. Recycling Collection Services (25 Points)

Offeror should describe, in narrative form, how they will provide recycling collection services at the collection stations for all residents living in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

7. Ash Collection Services (10 Points)

Offeror should describe, in narrative form, how they will provide ash collection services at the collection stations for residents living in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

8. Support for Community Clean-Up Events (15 Points)

Offeror should describe, in narrative form, how they will support twelve (12) community clean-up events annually within the County. These events will be designed to manage bulk item disposal for residents living in the unincorporated areas of Lincoln County. The response should be tailored to meet the needs of Lincoln County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

9. Citizen Outreach and Education (15 Points)

Offeror should describe, in narrative form, how they will implement a program of citizen outreach and education designed to educate citizens on the proper management and disposal of residential waste, recycling protocols for reducing waste generation and increasing diversion, as well programs to reduce the incidence of illegal waste dumping.

10. Equipment Currently Available (100 Points)

Offeror should provide, in narrative form, an evaluation of the equipment currently available from the County to perform the contract. Offerors should describe what additional equipment that will be required to service properly Lincoln County and how they plan to acquire it.

11. Economic Development within Lincoln County (10 Points)

Offeror should describe, in narrative form, how their Proposal will contribute to economic development in Lincoln County. At a minimum, Offerors should address job creation and infrastructure development and improvement. Additional points will be awarded with productive responses that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to Offerors that have, or will commit to, establishing a presence in Lincoln County.

12. Project Plan (125 Points)

Offeror should provide a detailed project plan that describes how they will prepare for and carry out the requirements of the contract. The project plan should include a schedule of events, dependencies and assumptions. The Plan should also describe the resources needed/expected from the County and when these are needed to make the effort successful.

(THE REMAINDER OF THIS PAGE IS BLANK)

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror Proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Capability and Agreement to Perform	0*
IV.B.3	Oral Presentation	50
IV.B.4	Campaign Contribution Disclosure Form	0*
IV.B.5	Pricing	0*
IV.B.6	Proposal Bond	0*
IV.B.7	Performance Bond	0*
IV.B.8	Cost	250
IV.C.1	Experience	125
IV.C.2	Collection Station Compactor Management	100
IV.C.3	Container Collection Services	100
IV.C.4	Residential Curb-Side Collection Service	50
IV.C.5	Slash Collection Services	25
IV.C.6	Recycling Collection Services	25
IV.C.7	Ash Collection Services	10
IV.C.8	Support for Community Clean-Up Events	15
IV.C.9	Citizen Outreach and Education	15
IV.C.10	Equipment Currently Available	100
IV.C.11	Economic Development within Lincoln County	10
IV.C.12	Project Plan	125
TOTAL		**1,000**

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.12 below, as indicated.

B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Oral Presentation (50 Points)

If held, points will be awarded based on the quality, content and logic of the Offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral presentations are not held, all Finalist Offerors will be awarded the full fifty (50) points available.

4. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

5. Pricing (0 Points)

Pass/Fail only.

6. Proposal Bond (0 Points)

Pass/Fail only.

7. Performance Bond (0 Points)

Pass/Fail only.

8. Cost (250 Points)

Points will be awarded based on the total annual cost ("Total Annual Sum") indicated on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Annual Sum}}{\text{This Offeror's Proposed Total Annual Sum}} \times 250$$

Offerors may elect not to propose providing all services identified. The default costs identified in the Cost Response (**Appendix C**) will be used to allow for a comparison of all proposals.

C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS

1. Experience (125 Points)

Points will be awarded based on the strength and clarity of the Offeror's response as well as the level(s) of complexity associated with the experience indicated and the apparent success described by the Offeror. Additional points will be given to Offerors that can provide evidence, especially independent evidence, of that success. Proposals received will be compared to each other as part of the scoring process.

2. Collection Station Compactor Management (100 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process. A map identifying the location of these Collection Stations is provided in **Appendix G**. A list identifying the anticipated Compactor Equipment that will be available is also provided.

3. Container Collection Services (100 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served, and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

4. Residential Curb-Side Collection Services (50 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served, and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

5. Slash Collection Services (25 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served, and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

6. Recycling Collection Services (25 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served, and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

7. Ash Collection Services (10 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served, and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

8. Support for Community Clean-Up Events (15 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the level of support provided, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

9. Citizen Outreach and Education (15 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the ease of access to the information by citizens, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

10. Equipment Currently Available (100 Points)

Points will be awarded based on the strength and clarity of the Offeror's response, the level of existing capability (i.e., equipment currently available to undertake the collection services), the Offerors apparent understanding of the additional resources required and their perceived likelihood of success of obtaining the needed equipment within a reasonable timeframe. Proposals received will be compared to each other as part of the scoring process.

11. Economic Development within Lincoln County (10 Points)

Points will be awarded based on the strength and logic of the Offeror's response, the level of support indicated, how specific the response is as far as goals to be achieved and the perceived likelihood of success. Additional points will be awarded to Offerors that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to Offerors that have, or will commit to establishing, an office in Lincoln County. Proposals received will be compared to each other as part of the scoring process.

12. Project Plan (125 Points)

Points will be awarded based on the depth and breadth of the plan provided, the clarity of the plan, the perceived likelihood of success, and the utility of the plan as a contract management tool by the County during the life of the contract. Proposals received will be compared to each other as part of the scoring process.

D. EVALUATION PROCESS

1. Initial Review

All Offeror Proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement may be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident/Veteran Business Preference

Points will awarded based on Offerors providing a copy of a current Resident Business Certificate or Resident Veterans Certificate. More specifically, the preference will be provided to those Offerors that provide a valid Resident Business Preference Certificate or a valid Resident Contractor Certificate (as appropriate) or a Resident Veterans Preference Certificate (or both) with their Proposal.

5. Scoring and Contract Award Recommendation

Responsive Proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised Proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose Proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

SOLID WASTE SERVICES FOR LINCOLN COUNTY

Lincoln County RFP#15-16-002

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

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than September 8, 2015.

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.:_____ FAX NO.:_____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE:_____

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

Please return to:

Mr. Orlando Samora
Lincoln County Purchasing
300 Central Avenue
Carrizozo, NM 88301
Phone: (575) 648-2385 ext. 105
Fax: (575) 648-2381
E-mail: osamora@lincolncountynm.gov

APPENDIX B

LINCOLN COUNTY

Sample Contract

THIS AGREEMENT is made and entered into by and between the County of Lincoln, _____, hereinafter referred to as the "County" and ***(NAME OF CONTRACTOR)***, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Administrative Fee and Taxes.

A. The Contractor shall pay to the County an Administrative Fee in the amount of _____. Said Administrative Fee is to be paid _____ (frequency here) _____.

B. Contractor must submit a detailed statement reflecting all services provided to County residents under this contract that explains how the Administrative Fee for the reporting period was calculated.

C. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for eight (8) years from the date of approval by the Lincoln County Board of County Commissioners unless terminated pursuant to paragraph 4 (Termination). In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the

Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

Funding for the Contract resulting from this RFP has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the Contract resulting from this RFP, its continuation beyond the end of the fiscal year is contingent on the County Commission making the appropriations necessary to fund the Contract. If sufficient appropriations are not made, the Contract may be terminated at the end of the County's then current fiscal year upon ninety (90) days' written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the Contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Lincoln. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County of Lincoln as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Lincoln unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

This section is NOT APPLICABLE to this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Lincoln and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the

family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Twelfth Judicial District Court in Lincoln County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Lincoln County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Lincoln County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Lincoln County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

By entering into this Contract, the parties and their "public employees," as defined in the New Mexico Tort Claims Act, *supra*, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provisions of the New Mexico Tort Claims Act, *supra*.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions or any part of this Contract to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Contract to maintain any suit for wrongful death, bodily or personal injury, damage to property, or any other matter whatsoever, pursuant to the provisions of this Contract.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Lincoln from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Lincoln and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Lincoln County Manager, if the amount of the contract is $10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. 15-16-002 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Lincoln against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Lincoln based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Lincoln for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Lincoln shall:

i. give the contractor prompt written notice of any claim;

ii. allow the contractor to control the defense or settlement of the claim; and

iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provide a procuring agency of the County the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of $2,500,000.00 per occurrence/ $5,000,000.00 aggregate.

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Nita Taylor, County Manager, 300 Central Avenue, Carrizozo, NM 88301

To the Contractor: **[insert name and address]**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

By: _____ Date: _____
Lincoln County Manager

Printed Name: Ms. Nita Taylor
Address: 300 Central Avenue
Carrizozo, NM 88301

By: _____ Date: _____
Lincoln County Purchasing Agent

Printed Name: Mr. Orlando Samora
Address: 300 Central Avenue
Carrizozo, NM 88301

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2015.

_____
Preston Stone
Chair, District 1

_____
Dallas Draper
Vice-Chair, District 3

_____
Lynn Willard
Commissioner, District 2

_____
Tom Stewart
Commissioner, District 4

_____
Elaine Allen
Commissioner, District 5

Attest:

_____
Rhonda Burrows
Lincoln County Clerk

Attachment 1

Scope of Work Summary

Activities potentially include the following:

1. Assume full responsibility for operating, maintaining and improving the twelve County Collection Stations.
2. Provide regularly scheduled container collection services (i.e., 3-cubic yards (cy) containers) at numerous location within the County (approximately 369 containers are currently in service)
3. Provide regularly scheduled (i.e., weekly) curb-side waste collection (96 gallon (gal) Poly-Carts) for select residential customers (within the Rancho Ruidoso Valley Estates, representing approximately 352 Customers).
4. Provide "On-Call" residential "slash" collection (one call annually for up to 12-cy) for County residents in forested areas (approximately 1850 Customers)
5. Provide recycling collections, (e.g., 3-cy containers for plastics, cardboard, & metals) at the twelve County Collection Stations.
6. Provide ash collections, (i.e., 2-cy containers) at the twelve County Collection Stations.
7. Provide twelve (12) community clean-up events annually.
8. Provide illegal dumping (i.e., overflow) clean-up associated with Collection Stations and 3-cy container locations.
9. Provide community outreach and education to residents in the unincorporated areas of Lincoln County regarding the solid waste collection services that are provided.

NOTE: **Proposers are not required to propose on all activities.** Alternative proposals that provide comparable (or better) collection services with enhanced efficiencies and reduced costs will be considered for each of the services identified.

APPENDIX C

COST RESPONSE FORM

Lincoln County RFP#15-16-002
Waste Management Services for Lincoln County

OFFEROR NAME: _____

Item			Multiplier[2]		Total Monthly Cost
1.Collection Center Compactor ($'s/Ton delivered to Otero-Greentree Landfill[1]) =	$_____ (Default $50.00/Ton)	times	1,000	=	$_____
2. 3-CY Container Collection Service ($'s/Ton delivered to Gavilan Canyon Transfer Station[1]) =	$_____ (Default $100.00/Ton)	times	100	=	$_____
3. Poly-Cart Collection Service ($'s/Ton delivered to Gavilan Canyon Transfer Station[1]) =	$_____ (Default $100.00/Ton)	times	10	=	$_____
4. Slash Collection Service ($'s/Cubic Yard delivered to Recycling Facility[1]) =	$_____ (Default $50.00/Cubic Yard)	times	100	=	$_____
5. Recycling Collection Service ($'s/Cubic Yard delivered to Recycling Facility[1]) =	$_____ (Default $50.00/Cubic Yard)	times	100	=	$_____
6. Ash Collection Service ($'s/Tons delivered to Gavilan Canyon Transfer Station[1]) =	$_____ (Default $100.00/Ton)	times	1	=	$_____
7. Community Cleanup Event ($'s/Tons delivered to Gavilan Canyon Transfer Station[1]) =	$_____ (Default $100.00/Ton)	times	5	=	$_____
8. Illegal Dumping Clean-up ($'s/Tons delivered to Gavilan Canyon Transfer Station[1]) =	$_____ (Default $100.00/Ton)	times	10	=	$_____
9. Community Outreach and Education Program ($'s/Monthly Effort) =	$_____ (Default $2,000.00 /Month)	times	1	=	$_____
			Total Monthly Sum[3]	=	$_____
	Total Monthly Sum times 12	=	**Total Annual Sum[4]**	=	$_____

NOTES: 1. Represents collection and transportation to identified disposal facility
2. The multiplier used is for comparison purposes only and does not reflect anticipated or planned usage.
3. Add the nine (9) Total Monthly Costs together
4. Multiply Total Monthly Sum times twelve (12)
5. State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Costs.

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST** EACH BE RESPONDED TO. Failure to respond to all four items **WILL** RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

_____

_____

_____

2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____ _____, 2015

Authorized Signature and Date (**Must** be **signed** by the person identified in **item #2**, above.)

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 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.

"**Prospective contractor**" means a person or business that 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 or business 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(s) if any: AS IDENTIFIED IN SECTION IV.B.4
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 F

Resident Veterans 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 veterans 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 checking 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.

APPENDIX G

Supporting Documentation

Collection Station Compactor Locations

Collection Container Locations

Curb-Side Customer Locations

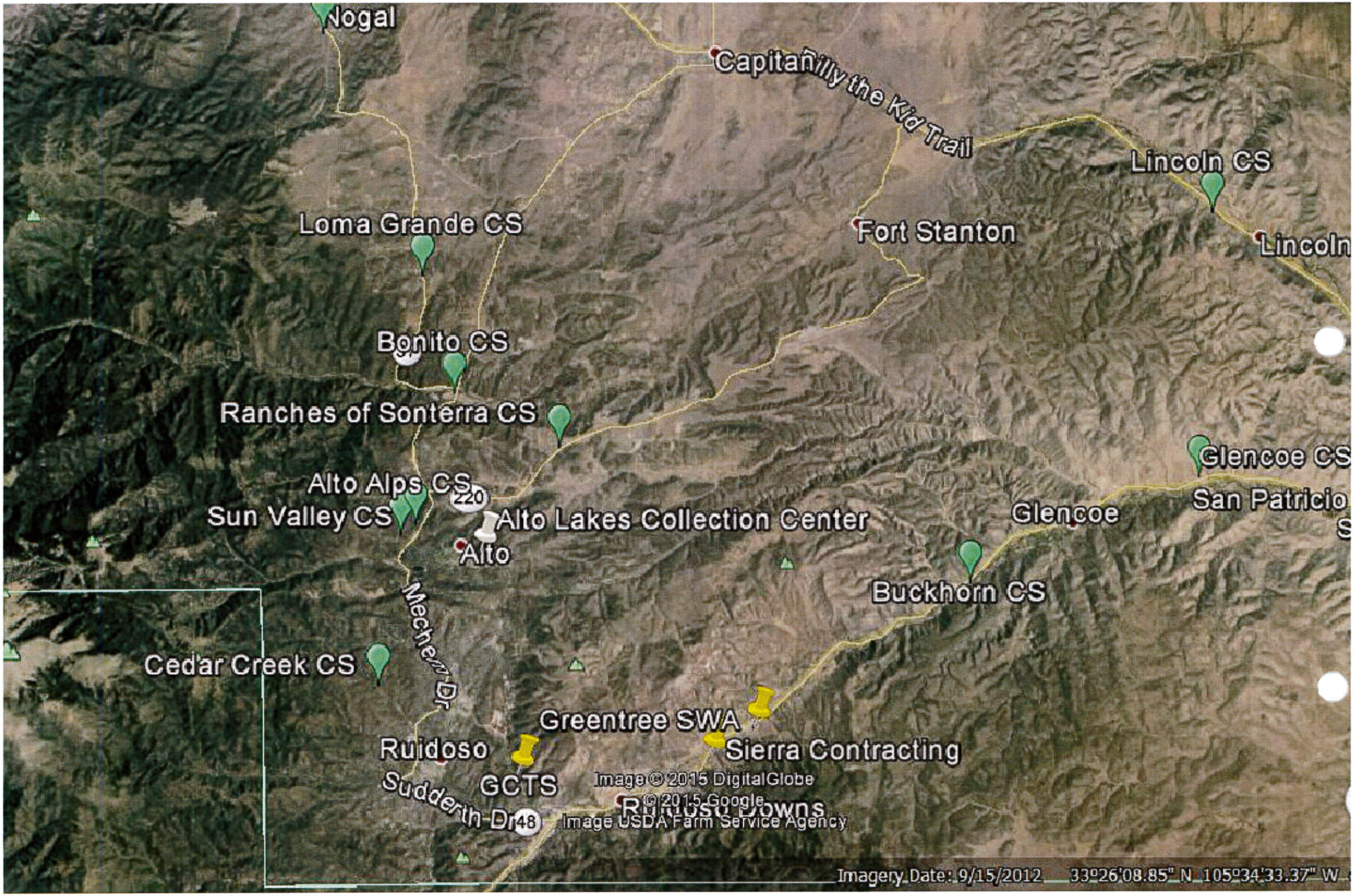
Available Equipment List (To Be Provided)

AVAILABLE EQUIPMENT LIST

30-Cubic Yard Self-Contained Compactor Units – NONE

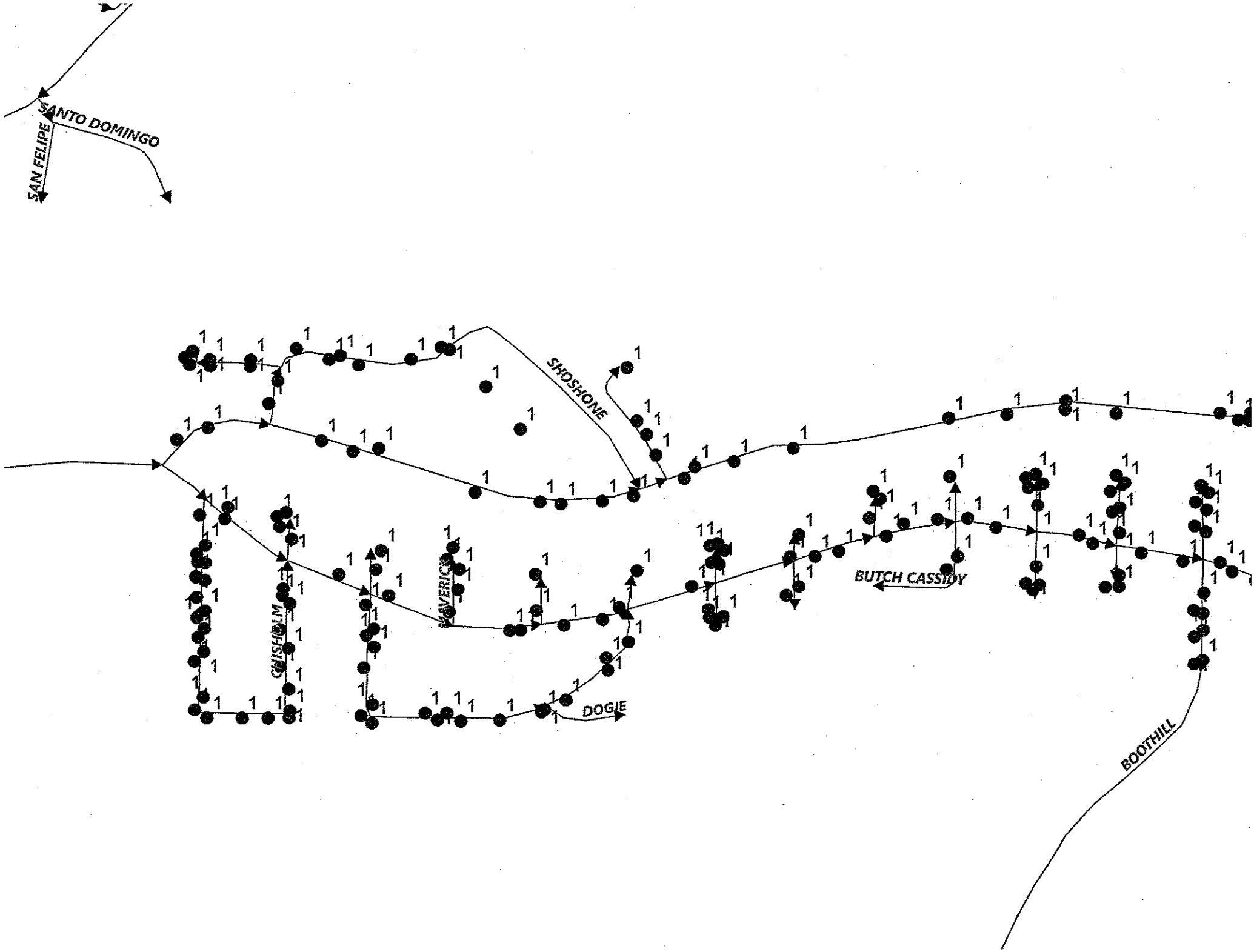
3-Cubic Yard Solid Waste Containers – NONE

96-Gallon Residential Poly-Carts – NONE


Nogal
Capitan
Billy the Kid Trail
Lincoln CS
Loma Grande CS
Fort Stanton
Lincoln
Bonito CS
Ranches of Sonterra CS
Glencoe CS
San Patricio
Alto Alps CS
220
Sun Valley CS
Alto Lakes Collection Center
Alto
Glencoe
Buckhorn CS
Mechem Dr
Cedar Creek CS
Greentree SWA
Sierra Contracting
Ruidoso
GCTS
Sudderth Dr
48
Ruidoso Downs
Image © 2015 DigitalGlobe
© 2015 Google
Image USDA Farm Service Agency
Imagery Date: 9/15/2012 33°26'08.85" N 105°34'33.37" W

LINC

A039
A036
A044
A041
B003
B004
STONE RD
C007
C012
C010
C003
EL NORTE


SAN FELIPE
SANTO DOMINGO
SHOSHONE
MAVERICK
CUSHING
DOGIE
BUTCH CASSIDY
BOOTHILL