City of Belen

REQUEST FOR PROPOSAL

Residential and Commercial
Solid Waste Collection and Disposal Services

RFP #2017-02

PROPOSALS DUE: AUGUST 4, 2017 @ 2PM
NOTICE TO OFFERORS ....................................................................................................................... 1

I. INTRODUCTION ................................................................................................................................. 2
   A. PURPOSE OF THIS REQUEST FOR PROPOSALS .............................................................................. 2
   B. BACKGROUND INFORMATION ....................................................................................................... 2
   C. TERM OF AGREEMENT .................................................................................................................... 2
   D. SCOPE OF WORK ............................................................................................................................. 2
   E. INFORMATION PROVIDED BY THE CITY .......................................................................................... 4
   F. INTENT ................................................................................................................................................ 5
   G. PROCUREMENT OFFICER .................................................................................................................. 5
   H. DEFINITION OF TERMINOLOGY ...................................................................................................... 6

II. CONDITIONS GOVERNING THE PROCUREMENT ............................................................................ 9
   A. SEQUENCE OF EVENTS .................................................................................................................. 9
   B. EXPLANATION OF EVENTS ............................................................................................................. 9
   C. GENERAL REQUIREMENTS ............................................................................................................ 11

III. RESPONSE FORMAT AND ORGANIZATION .................................................................................. 18
   A. NUMBER OF RESPONSES ............................................................................................................... 18
   B. NUMBER OF COPIES ......................................................................................................................... 18
   C. PROPOSAL FORMAT ...................................................................................................................... 18
   D. PROPOSAL OUTLINE ....................................................................................................................... 19
   E. GUIDELINES ..................................................................................................................................... 19

IV. EVALUATION .................................................................................................................................. 20
   A. PROPOSAL EVALUATION ............................................................................................................... 20
   B. EVALUATION CRITERIA .................................................................................................................. 21
   C. EVALUATION PROCESS ................................................................................................................ 21
   D. ORAL PRESENTATION ...................................................................................................................... 22
   E. CONTRACT NEGOTIATIONS ............................................................................................................ 22

APPENDIX A: LETTER OF TRANSMITTAL .............................................................................................. 23

APPENDIX B: ACKNOWLEDGEMENT OF RECEIPT FORM ..................................................................... 25

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM ............................................................ 26

APPENDIX D: NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION .............................. 28

APPENDIX E: DEBARMENT/SUSPENSION CERTIFICATION FORM ...................................................... 29

APPENDIX F: COST PROPOSAL ............................................................................................................. 30
NOTICE TO OFFERORS
City of Belen, NM
RFP 2017-02 Residential and Commercial Solid Waste Collection and Disposal Services
Due Date: August 4, 2017 2:00 P.M.

The City of Belen is accepting proposals from interested and qualified firms to solicit competitive sealed proposals for the award of a contract to provide solid waste collection services for residential and commercial customers and city facilities; to include the Transfer Station Operation and Recycling Facility.

RFP documents may be obtained online by accessing the City’s purchasing webpage through www.belen.gov or by contacting Roseann Peralta at (505) 966-2738 or roseann.peralta@belen-nm.gov

Sealed proposals, plainly marked with the date and time will be received by the Purchasing Office at 100 South Main Street Belen, New Mexico 87002, until the hour of 2:00 p.m. on August 4, 2017.
I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Belen (City) is requesting sealed proposals for services to collect commercial and residential solid waste. The City will select one Contractor to develop and implement a program that provides comprehensive waste collection services. Services shall be provided to all areas within the corporate limits of the City of Belen, and any tracts, territories and areas hereafter annexed to, or acquired by the City of Belen. Services shall include the provision of containers for both commercial and residential pickup (poly carts and dumpsters).

The City seeks to enter into a multi-year agreement for refuse collection with a provider willing and able to explore opportunities to provide or respond to alternative refuse collection or disposal methods which may become available to or requested by the City of Belen.

B. BACKGROUND INFORMATION

The City of Belen is a service-focused government organization that responds to the expressed and assessed needs of the residents of the City. The City of Belen would like to continue offering Solid Waste Services to the citizens of the City of Belen.

C. TERM OF AGREEMENT

1. It is the City’s intent to enter into a single agreement with a selected Provider to provide collection, transportation and disposal of solid waste.

2. The fee proposal, as negotiated prior to contract execution (if required), shall be come the final unit price under the terms of this contract, for the initial term of the contract.

3. The maximum proposed term of the Contract for Solid Waste Collection Services, including contract renewals, is for a total of six (6) years. The original term of this contract will be for one (1) year. The parties may renew the initial contract on an annual basis for the second year (1 year term) and then a four (4) year term for a total of six (6) years or any portion thereof for the purpose of continuity of contractual services. In no case will the contract(s), including all renewals, exceed a total of six (6) years in duration. Subsequent contracts for collection services are subject to a new RFP process and to Management approval as called for by law and City ordinances and policies.

D. SCOPE OF WORK

Customer rates for the removal and disposal of solid waste refuse waste shall be determined by the City of Belen using the Offeror and City negotiated Contract as the basis for such determination. The following shall apply:

a. Offeror shall supply all necessary ancillary equipment, labor, utilities and supplies necessary to the fulfillment of services.
b. Offeror will procure all licenses and give all notices necessary and incidental to the lawful fulfillment of the services provided.

c. All services performed will be to the highest industry standards for services of this type and will be performed by those customarily engaged in refuse collection and disposal services business.

d. Offeror shall also keep a current telephone listing in the local telephone directory, City website, Offeror website, signs, trucks, bins, containers and dumpsters.

**Collection**

**Collection Schedule:** It is the Offeror’s responsibility to schedule collection day routes. The Offeror will develop a collection schedule such that all customers receive refuse collection a minimum of one collection per week. Offeror shall notify the City of residential and commercial collection routes and schedules.

**Refuse Collection:** Residential refuse collection shall be between 7:00 AM and 8:00 PM Monday through Friday. Commercial collection shall be between the hours of 4:00 AM and 8:00 PM Monday through Friday and 4:00 AM to 1:00 PM on Saturday. Collection beyond the hours established for residential or commercial customers shall be permitted only in the event of extra heavy workload, excessive equipment breakdown, or unusually heavy inclement weather.

**Containers**

Offeror shall furnish, at no cost to the City or customer, hinged covered trash containers of the size and quantity required. Residential customers shall be furnished one 96 gallon wheeled polycart container with hinged lid. Commercial customers shall be furnished a 96 gallon wheeled polycart container with hinged lid or larger metal container; depending on customer requirements. City shall notify Offeror of the customer enrollment and the customer’s container needs.

Offeror shall furnish overflow or additional containers at the request of the City for an additional monthly charge.

Offeror shall transport the waste from the waste containers to an EPA-approved landfill.

**Transfer Station Operations; Recycling**

**Transfer Station Operation, Transport and Disposal.** Offeror will provide a transfer station operator/gatekeeper 8am to 5pm Tuesday through Saturday to operate the Belen Transfer Station. The Offeror will provide the transfer trailers, equipment to tamp down loads and other necessary equipment and will be responsible for maintaining such equipment.

**Recycling Facility.** Offeror will provide an open top roll off container for corrugated cardboard and a covered roll off container for mixed single stream recycling at the facility located at 853 North Main Street. The Offeror will be responsible for transporting these containers to the proper Recycling Center.
Services to the City

Provider shall provide reasonable solid waste collection and disposal service to the City government, free of charge. Such service shall include but not be limited to providing commercial dumpsters or carts, collection and disposal services to City owned facilities and three (3) roll off for cleanup campaigns twice a year (for a total of six (6) free roll off loads per year).

Vehicles and Equipment

Offeror shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute’s standards. Offeror shall comply with applicable U.S. Environmental Protection Agency standards and New Mexico Department of Transportation regulations.

Each vehicle shall bear at a minimum the name and telephone number of the Provider plainly visible on both sides of the vehicle.

Each vehicle shall be uniquely numbered in numbers at least three (3) inches high on the front and rear. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection.

The Offeror shall be responsible for an immediate response to spilled fluids and any damage caused by the Offeror in accordance with City, State and Federal regulations. Offeror shall promptly notify the City of such spills or damages.

All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned at least once each week, and deodorized or maintained in a sanitary and non-offensive condition. No solid waste material shall be allowed to remain in a truck or other collection equipment while parked overnight. Offeror must comply with all applicable noise and pollution control laws, rules, ordinances and regulations.

Qualifications of Proposers

The Provider may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Provider shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work shall be done in conformance with current professional practices in the State of New Mexico.

E. INFORMATION PROVIDED BY THE CITY

1. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors relay on any oral statement.
2. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning. Offeror shall immediately notify the City’s designated representative and, if necessary, written addenda will be emailed to each Offeror who has returned the “Acknowledgement of Receipt” form, Appendix B. Each Offeror requesting an interpretation will be responsible of such requests to the City’s designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

F. INTENT

It is the City’s intent to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. The City will negotiate with the Offeror(s) deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, area of responsibility and proposed fee structure, including the amount and method of payment.

G. PROCUREMENT OFFICER

1. The City of Belen Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Roseann Peralta Finance Director, CPO
   City of Belen
   100 South Main Street
   Belen, NM 87002

   Telephone:  (505) 966-2738
   Fax:  (505) 966-2738
   Email:  roseann.peralta@belen-nm.gov

2. All deliveries of responses via express carrier, regular mail, or hand delivery must be addressed as follows (City of Belen is NOT located in a guaranteed delivery area):

   Name: Roseann Peralta Finance Director, CPO
   Reference RFP Name: RFP 2017-02 Residential and Commercial Solid Waste Services
   Address: City of Belen
            100 South Main Street
            Belen, NM 87002

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Specialist. Respondents may contact ONLY the Procurement Specialist regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the Purchasing Office.
Protests of the solicitation or award. Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Roseann Peralta Procurement Manager
100 South Main Street
Belen, NM  87002
roseann.peralta@belen-nm.gov

Protests received after the deadline will not be accepted.

H. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Addendum” means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, correct, or changes the Request for Proposals. Plural: addenda

“Agency” means the City of Belen.

“Authorized Purchaser” means an individual authorized by the City to place orders against this contract. “Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“City” means the City of Belen.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or
construction.

“Contractor” means any business having a contract with the City.

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

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Respondents’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Specialist and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

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

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Respondent’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Respondent.

“Respondent” is any person, corporation, or partnership who chooses to submit a proposal.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Officer” means any person or designee authorized by the City of Belen to enter into or administer contracts and make written determinations with respect thereto.

“Purchasing Office” means the City of Belen allowed by law to entertain procurements.
“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

“Responsible Respondent” means a Respondent who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 described in the proposal.

“Responsive Offer” or means an offer 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 or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Specialist. By submitting a proposal, the Respondent agrees to and concurs with this process and accepts the determination of the Procurement Specialist in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Respondents’ company.

“State (the State)” means the State of New Mexico.

“Statement of Concurrence” means an affirmative statement from the Respondent to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Respondents proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Respondent would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>City</td>
<td>July 13, 2017</td>
</tr>
<tr>
<td>2. Acknowledgement of Receipt Form</td>
<td>Potential Respondents</td>
<td>July 17, 2017</td>
</tr>
<tr>
<td>3. Deadline to submit questions</td>
<td>Potential Respondents</td>
<td>July 18, 2017</td>
</tr>
<tr>
<td>4. Pre-proposal Conference*</td>
<td>Procurement Specialist</td>
<td>July 20, 2017</td>
</tr>
<tr>
<td>5. Submission of Proposal</td>
<td>Potential Respondents</td>
<td>August 4, 2017</td>
</tr>
<tr>
<td>6. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>August 8, 2017</td>
</tr>
<tr>
<td>7. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>August 8, 2017</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Finalize Contractual Agreements</td>
<td>City/Finalist Respondents</td>
<td>August 16, 2017</td>
</tr>
<tr>
<td>10. Contract Awards</td>
<td>City/Finalist Respondents</td>
<td>August 21, 2017</td>
</tr>
<tr>
<td>11. Protest Deadline</td>
<td>City</td>
<td>+15 days</td>
</tr>
</tbody>
</table>

*Preproposition Conference will be held at Belen City Hall 100 South Main Street Belen NM 87002 at 2pm.

B. EXPLANATION OF EVENTS

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

Issuance of RFP

This RFP is being issued on behalf of the City of Belen on July 17, 2017.

Acknowledgement of Receipt

Potential Respondents should email, hand deliver, return by facsimile or mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, 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 to the Procurement Officer by 2:00 pm on July 18, 2017.
The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Respondent’s organization name shall not appear on the distribution list.

**Deadline to Submit Written Questions**

Potential Respondents may submit written questions to the Procurement Specialist as to the intent or clarity of this RFP until **July 18, 2017 2:00 PM** as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**Pre Proposal Conference with Response to Written Questions**

Responses to written questions and will be discussed on July 20, 2017 at 2PM and to Respondent’s that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: [http://www.belen-nm.gov](http://www.belen-nm.gov)

**Submission of Proposal**

ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN **2:00 PM AUGUST 4, 2017**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2017-02 Residential and Commercial Solid Waste Collection and Disposal Services. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Respondent organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Respondents during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

**Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Specialist may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

**Selection of Finalists**

The Evaluation Committee will select and the Procurement Officer will notify the finalist Respondents as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation
and demonstration will be determined at this time if necessary.

**Oral Presentations**

Finalist Respondents may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and the City of Belen.

**Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Respondent(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City of Belen. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Respondent in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Respondent(s) without undertaking a new procurement process.

**Contract Awards**

After review from the Evaluation Committee the Procurement Manager will recommend award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Purchasing Office.

The contract shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous to the City of Belen, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City approval.

**Protest Deadline**

Any protest by a Respondent must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Roseann Peralta Finance Director, CPO
100 South Main Street
Belen, NM 87002
roseann.peralta@belen-nm.gov

Protests received after the deadline will not be accepted.

**C. GENERAL REQUIREMENTS**

**Acceptance of Conditions Governing the Procurement**
Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in Submittal Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

**Incurring Cost**

Any cost incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

**Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

**Amended Proposals**

A Respondent 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. City personnel will not merge, collate, or assemble proposal materials.

**Respondent’s Rights to Withdraw Proposal**

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Respondent must submit a written withdrawal request addressed to the Procurement Officer and signed by the Respondent’s duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the
receipt of a best and final offer, if the Respondent is invited or required to submit one.

Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the City. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the potential Respondent has stamped or imprinted “proprietary” or “confidential” subject to the following requirements:
   a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
   b. Confidential data is restricted to:
      1. confidential financial information concerning the Respondent’s organization;
      2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
      3. PLEASE NOTE: 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 a Respondent has made a written request for confidentiality, the City Purchasing Office shall examine the Respondent’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Respondent takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

No Obligation

This RFP in no manner obligates the City of Belen to the use of any Respondent’s services until a valid written contract is awarded and approved by appropriate authorities.

Termination

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

Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The City’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

Legal Review

The City requires that all Respondents agree to be bound by the General Requirements contained in this RFP. Any Respondent’s concerns must be promptly submitted in writing to the attention of the Procurement Manager.
**Governing Law**

This RFP and any agreement with and Respondent which may result from this procurement shall be governed by the laws of the State of New Mexico.

**Basis for Proposal**

Only information supplied, in writing, by the City through the Procurement Manager or in this RFP should be used as the basis for the preparation of Respondent proposals.

**Contract Terms and Conditions**

The Contract between the City and the Contractor will be negotiated in the best interest of the City.

**Respondent’s Terms and Conditions**

Respondents must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City.

**Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Respondent), will be discussed only between the City and the Respondent selected and shall not be deemed an opportunity to amend the Respondent’s proposal.

**Respondent Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Respondent to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Respondent who is not a Responsible Respondent or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

**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 and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

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

By law, NMSA 1978 § 13-1-191, Offerors are informed of the following:

1. It is a third degree felony under New Mexico law to commit the offense of bribery of public officer or public employee (NMSA 1978 § 30-24-1);
2. It is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (NMSA 1978 § 30-24-2);
3. It is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (NMSA 1978 § 30-41-1);
4. It is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (NMSA 1978 § 30-41-2);

City Rights

The City in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Respondent’s proposal.

Right to Publish

Throughout the duration of this procurement process and contract term, Respondents and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Respondent’s proposal or removal from the contract.

Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City.

Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Purchasing Office's written permission.

Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence. (See also Section
II.B.5, Response to Written Questions).

**Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Respondent’s possession and the version maintained by the City, the Respondent acknowledges that the version maintained by the City shall govern. Please refer to: [http://www.belen-nm.gov](http://www.belen-nm.gov)

**Campaign Contribution Disclosure Form**

Respondent must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the identified official positions. Failure to complete and return the signed unaltered form will result in disqualification.

**Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with the City of Belen for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has
failed to pay the tax liability when full payment was due and required. A taxpayer is not
delinquent in cases where enforced collection action is precluded.

c. Have within a three year period preceding this offer, had one or more contracts
terminated for default by any federal or state agency or local public body.)

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

C. The Contractor shall provide immediate written notice to the City Purchasing Office if, at any time
during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any
time erroneous or became erroneous by reason of changed circumstances.

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

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

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

New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Respondents
must include a copy of their preference certificate with their proposal. Certificates for preferences must be
obtained through the New Mexico Department of Taxation & Revenue

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference
   In addition to a copy of the certification, the Respondent should sign and complete the Resident
   Veterans Preference Certificate form, as provided in this RFP, APPENDIX C.
An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Respondents shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

One (1) ORIGINAL, four (4) identical HARD COPIES, and one (1) electronic copy of the proposal. The electronic copy can NOT be emailed.

C. PROPOSAL FORMAT

All proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the document. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box bearing:

RFP 2017- 02 Residential and Commercial Solid Waste Collection and Disposal Services

Original proposal, hard copies and electronic copy must be received no later than the time and date indicated in Section II.B.5.

Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Respondent. Legibility, clarity, and completeness are essential. An 8-1/2” x 11” format is required for typed submissions and an 11” x 17” format may be used for illustrations. Submittals may utilize either single-sided or double-sided copying and be bound in a three-ring binder with numbered tab dividers corresponding to the requirements contained in this section. If double-sided pages are used, each side shall be numbered and counted as separate pages.
D. PROPOSAL OUTLINE

Respondents to RFPs must adhere to the following outline. Failure to adhere to this outline format or failure to provide all items listed under each topic may result in low evaluation scores by Evaluation Committee members.

1. Signed Letter of Transmittal* APPENDIX A
2. Table of Contents *
3. Cover Letter
4. Qualifications and Experience
5. Offerors Knowledge
6. Approach to the services for the collection and additional services requested in proposal
7. References
8. Contractual considerations
9. Cost Proposal APPENDIX F
10. Signed Campaign Contribution Form, APPENDIX C of RFP *
11. New Mexico Preferences (if applicable) APPENDIX D of RFP *
12. Certification Regarding Debarment, APPENDIX E of RFP *

* items do not count towards maximum page limitation

Within each section of the proposal, Respondents should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

E. GUIDELINES

Cover Letter

The cover letter should introduce the proposal, indicate to who all proposal communications should be addressed, including an email address, and location of office from which service will be provided including hours of operation.

Qualifications and Experience

The Proposal shall include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel concentrating on both breadth of experience and experience on similar projects. The same information for any sub-providers proposed to be involved in any work under this proposal shall also be included.

Knowledge

Offerors knowledge of the Solid Waste Collection industry.

Approach

Provider shall indicate proposed methods of proceeding with the scope of work and other services requested in this Request for Proposals.
References

References (three minimum) shall be provided identifying each client, a contact person and the client’s mailing address and telephone number for similar projects done by the personnel to be involved in these projects. One of the clients shall be a government agency.

Contractual Considerations

All commercial, technical, legal or other conditions or exceptions relating to the provisions of the RFP and the draft Agreement must be clearly stated in this section of the proposal. Respondents should be aware that any conditions or exceptions are made solely at the risk of the Respondent and the City reserves the right to reject proposals containing any unacceptable conditions or exceptions. Respondents shall use this section to discuss guarantees and warranties that the Respondent will offer the City and the risks it is willing to take.

Fee Proposal

Provider shall submit a Cost proposal (Attachment F) shall be completed. List any other fees or charges, which may be levied to the City in connection with the collection of solid waste at City facilities and for collection of residential solid waste Residential Commercial Customers. The Total Proposed Cost then becomes the basis from which the negotiations will commence if required. Selection to be based upon a qualifications-based procedure in general conformance to the evaluation criteria.

IV. EVALUATION

A. PROPOSAL EVALUATION

All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Specialist may contact the Respondent for clarification of the response as specified in Section II. B.7.

The Selection Committee will review each Offerors proposal. Points will be allocated, by each member, as outlined in below (Evaluation Criteria). Each member’s point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

The Selection Committee may hold interviews with the highest-ranked proposals if deemed necessary. The Selection Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Selection Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.
B. **EVALUATION CRITERIA**

Selection of a consultant will be based on evaluation of consultants’ qualifications, work plan, and references.

The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>Criterion</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Experience, Knowledge, References</td>
</tr>
<tr>
<td>25</td>
<td>Approach</td>
</tr>
<tr>
<td>20</td>
<td>Responsiveness to Proposal</td>
</tr>
<tr>
<td>25</td>
<td>Cost</td>
</tr>
<tr>
<td>Up to 10</td>
<td>In-State Preference OR Veterans Preference</td>
</tr>
</tbody>
</table>

110 Points Proposals will be evaluated based on the above 110 points. If oral presentations are held, the oral presentations will be scored based on responses to the questions presented at the interview meeting.

**Application of In-State/Veterans Preference**

Offeror shall include in-state preference certificates for themselves and for any sub-contractors listed in the proposal.

Pursuant to Section 13-1-21(C)(2), NMSA 1978, when a public body makes a purchase using a formal request for proposals process:

1. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate.

2. The City’s RFP award process is based on a point system, with 100 points possible. With the in-state preference applied, 110 points will be possible.

C. **EVALUATION PROCESS**

1. All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Officer may contact the Respondent for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Respondents with the highest scores will be selected as finalist Respondents, based upon the proposals submitted. The responsible Respondents whose proposals are most advantageous to the City taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

D. ORAL PRESENTATION

If selected as a finalist, Respondents agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the City. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications if necessary.

E. CONTRACT NEGOTIATIONS

After selection of the successful Provider(s) the City shall negotiate and enter into a contract, the City shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Provider or Providers for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Provider, as determined by the City, a contract for service will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate negotiations in writing and begin negotiations with the next Provider in descending order of approval to negotiate.

The Provider will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.
Appendix A
Letter of Transmittal Form

RFP#: _____________________________

Offeror Name: _____________________  FED ID# _______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven 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 on behalf of this Offer:

Name ________________________________________________________________

Title ________________________________________________________________

E-Mail Address _______________________________________________________ 

Telephone Number ____________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name ________________________________________________________________ 

Title ________________________________________________________________ 

E-Mail Address _______________________________________________________ 

Telephone Number ____________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name ________________________________________________________________ 

Title ________________________________________________________________ 

E-Mail Address _______________________________________________________ 

Telephone Number ____________________________________________________
5. Use of Sub-Contractors (Select one)

_____ No sub-contractors will be used in the performance of any resultant contract OR

_____ The following sub-contractors will be used in the performance of any resultant contract:

_________________________________________________________________________________

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

_________________________________________________________________________________

(Attach extra sheets, as needed)

7.  ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. 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.

_________________________________________________________  ________________, 2017

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

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than September 28, 2016 5:00 PM. Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Respondent written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ______________________________________________________________________________

REPRESENTED BY: ____________________________________________________________________

TITLE: ______________________ PHONE NO.: ______________________

E-MAIL: ______________________ FAX NO.: ______________________

ADDRESS: __________________________________________________________________________

CITY: ______________________ STATE: ___________ ZIP CODE: ___________

SIGNATURE: ______________________ DATE: __________________________

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

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

Roseann Peralta Finance Director CPO
100 South Main Street
Belen, NM 87002
roseann.peralta@belen-nm.gov
505-966-2738

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in
the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract. “Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Contribution Made By: ________________________________

Relation to Prospective Contractor: ________________________________

Name of Applicable Public Official: ________________________________

Date Contribution(s) Made: ________________________________

Amount(s) of Contribution(s) ________________________________

Nature of Contribution(s) ________________________________

Purpose of Contribution(s) ________________________________

(Attach extra pages if necessary)

__________________________________________
Signature

__________________________________________
Date

__________________________________________
Title (position)

—OR—

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

__________________________________________
Signature

__________________________________________
Date

__________________________________________
Title (Position)
APPENDIX D: New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

______________________________ (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 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 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 $5M allowing me the 7% preference on this solicitation. 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 termination of award of the procurement involved if the statements are proven to be incorrect.

In addition to a copy of the certification, the Respondent should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.
APPENDIX E: DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS $60,000 OR GREATER

CONFLICT OF INTEREST

No elected official or employee of the City of Belen has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal, state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements RFP SEC II Conditions Governing The Procurement: C General Requirements: Disclosure Regarding Responsibility and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

__________________________________________  ____________________________  ____________
Signature: __________________________________ Title: __________________________ Date:

__________________________________________  ____________________________
Names Typed: ______________________________ Company Name:

__________________________________________
Address: _________________________________ City/State/Zip:

__________________________________________
CITY OF BELEN  
RFP 2017-02 RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES

COST PROPOSAL 1 – TO ESTABLISH PRICING FOR THE FIRST YEAR OF THE AGREEMENT

Monthly Rates for Garbage Collection Service
Residential service includes single family and multi-unit residential  
Pricing to include community clean ups and all other inclusive costs.

COST PROPOSAL REFUSE COLLECTION, DISPOSAL TO EPA-APPROVED LANDFILL

Residential Service:

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Weekly Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>96 Gallon Cart</td>
<td>N/A</td>
</tr>
<tr>
<td>Extra Cart</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Commercial Service

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Weekly Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>96 Gallon Cart</td>
<td>N/A</td>
</tr>
<tr>
<td>Extra Cart</td>
<td>N/A</td>
</tr>
<tr>
<td>2 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>3 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>4 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>6 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>8 CY Dumpster</td>
<td></td>
</tr>
</tbody>
</table>
## City Facilities Service

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Weekly Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>96 Gallon Cart</td>
<td>N/A</td>
</tr>
<tr>
<td>Extra Cart</td>
<td>N/A</td>
</tr>
<tr>
<td>2 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>3 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>4 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>6 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>8 CY Dumpster</td>
<td></td>
</tr>
<tr>
<td>30 YD ROLLOFF Recycling/Transfer Station</td>
<td></td>
</tr>
<tr>
<td>40 YD ROLLOFF Recycling/Transfer Station</td>
<td></td>
</tr>
</tbody>
</table>