VILLAGE OF EAGLE NEST
State of New Mexico

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE SERVICES
FOR
VILLAGE OF EAGLE NEST

Village of Eagle Nest RFP #2020-001
October 16, 2020

VILLAGE OF EAGLE NEST
151 WILLOW CREEK DRIVE
PO BOX 168
EAGLE NEST, NEW MEXICO 87718
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I. Introduction

A. PURPOSE OF THIS REQUEST FOR PROPOSALS
The Village of Eagle Nest, New Mexico, on behalf of the Village Council, seeks sealed proposals from experienced and capable offerors that can carry out a comprehensive program for the management of solid waste within the Village of Eagle Nest to include the collection, transportation, and disposal of residential and commercial solid waste. The service contract to the Village of Eagle Nest will commence December 1, 2020.

B. SUMMARY SCOPE OF WORK
The scope of work consists of providing regularly scheduled waste collection for the Village of Eagle Nest. The successful offeror will provide the following:

- **DUMPSTERS**
  - Sufficient dumpsters for the residences and businesses of the Village of Eagle Nest. The Village is seeking no less than 40 dumpsters and no greater than 65 dumpsters placed throughout the Village depending on the time of year. Minimum of 3 yard dumpsters with bear proof lids.
  - All dumpsters shall be emptied Two (2) or more times per week during the summer months of June through September when the volume is at its peak.
  - All dumpsters shall be emptied One (1) time per week during the remaining eight (8) months of the year (October through May), unless otherwise determined by the Village.
  - The dumpsters shall be emptied by the means of a compactor truck that meets EID Regulations. (DOT specifications)
  - Solid Waste shall be hauled to the Taos Landfill.
  - Contractor will replace, repair and otherwise maintain all dumpsters and roll offs.

- **OPEN TOP & COMPACTOR**
  - Contractor will provide One (1) 100 yard EID approved container or “open top” transfer trailer with tarp.
  - Contractor shall empty the open top trailer on a schedule to be determined by the Village and the Contractor.
  - The open top trailer shall be hauled by the Contractor to the Taos Landfill.
  - All open top trailers shall be EID approved, replaced, repaired and otherwise maintained by the contractor.
  - Compactor optional.
C. SCOPE OF PROCUREMENT
The scope of the procurement consists of implementing and operating a comprehensive solid waste collection program for the residents of the Village of Eagle Nest as well as managing and performing all fiscal aspects of the above. The duration of the contract resulting from this RFP shall be for three (3) years beginning December 1, 2020 through November 30, 2023. Within sixty (60) days of the contract expiration, the performance of the contractor shall be reviewed and if mutually agreeable may be extended and additional two (2) years as permitted by law.

D. PROCUREMENT OFFICER
The Village of Eagle Nest has designated a Procurement Officer 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 Officer in writing. Offerors may contact ONLY the Procurement Officer or her designee, the Village Administrator regarding the procurement. Other Village employees do not have the authority to respond on behalf of the Village of Eagle Nest.

Cathy Copp, Chief Procurement Officer   or   Mary Berglund, Administrator
Village of Eagle Nest

Delivery Address (Including proposal delivery): 151 Willow Creek Drive, Eagle Nest, NM 87718
Mailing Address: P.O. Box 168, Eagle Nest, NM 87718
Phone: (575) 377-2486
Fax: (575) 377-2487
E-mail: village@eaglenest.org   or   administrator1@eaglenest.org

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

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

"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.

"Village" means the Village of Eagle Nest, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement officer 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 Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Officer 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.

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

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

"Procuring agency of the Village" means the department or other subdivision of the Village of Eagle Nest 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 Village of Eagle Nest Purchasing Office or the Village of Eagle Nest Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the Village of Eagle Nest.

"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 November 1, 2020. 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/SiteCollectionDocuments/acad-bp0001.pdf

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 FF
II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Contract award is subject to approval by Village of Eagle Nest Council.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>RESPONSIBILITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>Procurement Officer</td>
<td>10/16/2020</td>
</tr>
<tr>
<td>2. Submission of Proposals Due</td>
<td>Offerors</td>
<td>11/6/2020 12:00 Noon</td>
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<td>5. Protest Deadline</td>
<td>Procurement Officer</td>
<td>12/2/2020 17:00</td>
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</tbody>
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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 Village of Eagle Nest Procurement Officer on behalf of the Village of Eagle Nest and Village of Eagle Nest Councilors.

2. RFP Questions

Written questions may be submitted by email to village@eaglenest.org and administrator1@eaglenest.org. All written questions will be addressed by email to all Offerors. A public log will be kept of the names of the potential Offerors.
3. Submission of Proposals

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 12:00 (Noon) pm ON THE DATE INDICATED IN SECTION II.A (SEQUENC 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 Officer 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 the Village of Eagle Nest RFP”, should reference “Village of Eagle Nest RFP #2020-001” and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means WILL NOT BE ACCEPTED.

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.

4. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation Committee appointed by Village of Eagle Nest management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Officer may at her option initiate discussions with Offerors who submit responsive or potentially response 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.

5. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Village of Eagle Nest Councilors 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 Village of Eagle Nest Councilors. Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the Village, taking into consideration of the evaluation factors set forth in this RFP.
6. 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 the Village of Eagle Nest Procurement Policy. The fifteen (15) day protest period for timely Offerors shall begin on the day following contact award and will end at 5:00 PM 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 Procurement Officer. The protest must be delivered to the Procurement Officer.

Village of Eagle Nest  
Attn. Cathy Coppy, Chief Procurement Officer  
151 Willow Creek Drive  
Village of Eagle Nest, NM 87718

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Village of Eagle Nest Procurement Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (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 Village. The Village 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 Village of Eagle Nest 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. Village 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 Officer. 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 Officer 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-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential 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 the Village of Eagle Nest 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 Village determines such action to be in the best interest of the Village of Eagle Nest.

11. Sufficient Appropriation

NOT APPLICABLE

12. Legal Review

The Village requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

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 Village in writing through the Procurement Officer 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 Village and the contractor will follow the format specified by the Village and contain the terms and conditions set forth in Appendix B, Contract. However, the Village 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 Village's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language.
The Village may or may not accept the alternative language, at the Village’s sole discretion. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Village 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 Village. The Village may or may not accept the additional language, at the Village’s sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Village and the selected Offeror and shall not be deemed an opportunity to amend the 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 Village reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Village, 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. Village Rights
The Village 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 Village. 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 Officers, 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 Village.

26. Use by Other Government Entities
Not Applicable

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 Village of Eagle Nest.

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.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES
Offerors may submit only one (1) response to this RFP.

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 six (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.)

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 – See Section F)
   c. Resident Veterans Preference Certificate (If applicable – Appendix F)
   d. Table of Contents.
   e. Cost Response Form* (See Appendix E) 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 November 1, 2020 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. 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. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form.

4. Pricing (0 Points)

Offeror must agree that the prices proposed will remain fixed for the three years 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.

5. 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 Village reserves the right to extend the validity of the Proposal Bond if a contract is not yet in place.

6. Performance Bond (0 Points)

Offeror must submit, with their proposal, proof of their ability to secure a performance bond in the amount of one hundred thousand dollars ($100,000.00). Offeror must ALSO agree to provide a performance bond, in the amount of one hundred thousand dollars ($100,000.00), at the time of contract award by the Village of Eagle Nest Councilors, 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.

7. Cost (200 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 (100 Points)

Offeror should describe, in narrative form, their experience in providing service to Villages with a broad geographic area such as Eagle Nest. Offerors should also detail how long they have been providing such services and how successful they have been.

2. Recycling Option (25 Points)

Offeror should describe, in narrative form, how they will provide optional recycling capability for the Village of Eagle Nest. The response should be tailored to the needs of The Village of Eagle Nest and should not consist solely of generic marketing materials.

3. Fiscal Management (50 Points)

Offeror should describe, in narrative form, how they will manage fiscal operations.

4. Equipment (50 Points)

Offeror should describe, in narrative form, the equipment they currently have available to perform the contract. Offerors should also describe what additional equipment will be required to properly service the Village of Eagle Nest and how they plan to acquire it.

5. Support for Community Clean-up Events (25 Points)

Offeror should describe, in narrative form, how they will support two (2) community clean-up events annually at no cost to the Village. These events will be designed to community clean-up.

6. Project Plan (100 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. It should also describe what is needed/expected from the Village and when those things are needed to make the effort successful.

7. References (50 Points)

Offeror should provide references of current and past contracted clients.
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.

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>POINTS AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Transmittal Form</td>
<td>0*</td>
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<td>Capability and Agreement to Perform</td>
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<td>Equipment</td>
<td>50</td>
</tr>
<tr>
<td>Support for Community Clean-up Events</td>
<td>25</td>
</tr>
<tr>
<td>Project Plan</td>
<td>100</td>
</tr>
<tr>
<td>Reference</td>
<td>50</td>
</tr>
<tr>
<td>TOTAL</td>
<td>600</td>
</tr>
</tbody>
</table>

New Mexico Preference - Resident Vendor Points

New Mexico Preference - Resident Veterans Points

*Pass/Fail only

Points will be awarded based on the evaluation factors found in C.1 through C.7 below, as indicated.
B. EVALUATION FACTORS: Mandatory requirements

1. Letter of Transmittal Form (0 Points) Pass/Fail only
2. Agreement to Perform (0 Points) Pass/Fail only.
3. Campaign Contribution Disclosure Form (0 Points) Pass/Fail only.
4. Pricing (0 Points) Pass/Fail only.
5. Proposal Bond (0 Points) Pass/Fail only.
6. Performance Bond (0 Points) Pass/Fail only.
7. Cost (200 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:

\[
\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Annual Sum}}{\text{This Offeror's Proposed Total Annual Sum}} \times 200
\]

C. EVALUATION FACTORS: Desirable Requirements

1. Experience (100 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. Recycling Option (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.
3. Fiscal Management (50 Points)

Points will be awarded based on the strength and clarity of the offeror’s response. Proposals received will be compared to each other as part of the scoring process.

4. Equipment Currently Available (50 Points)

Points will be awarded based on the strength and clarity of the offeror’s response, the level of existing capability, 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.

5. Support for Community Clean-Up (25 Points)

Points will be awarded based on the strength and clarity of the offeror’s response, the level of support provided. Proposals received will be compared to each other as part of the scoring process.

6. Project Plan (100 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 Village during the life of the contract. Proposals received will be compared to each other as part of the scoring process.

7. Customer References (50 Points)

Points will be awarded based on the responses from customer references.
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 Officer may contact the Offeror for clarification of the response.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

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 by the Evaluation Committee.
Attachment 1 - Scope of Work

Required activities include, but are not necessarily limited to, the following:

The scope of work consists of providing regularly scheduled waste collection for the Village of Eagle Nest. The successful offeror will provide the following:

**DUMPSTERS**

- Sufficient dumpsters for the residences and businesses of the Village of Eagle Nest. The Village is seeking no less than 40 dumpsters and no greater than 65 dumpsters placed throughout the Village depending on the time of year. Minimum of 3 yard dumpsters with bear proof lids.
- All dumpsters shall be emptied Two (2) times per week during the summer months of June through September when the volume is at its peak.
- All dumpsters shall be emptied One (1) time per week during the remaining eight (8) months of the year (October through November), unless otherwise determined by the Village.
- The dumpsters shall be emptied by the means of a compactor truck that meets EID Regulations. (DOT specifications)
- Solid Waste shall be hauled to the Taos Landfill.
- Contractor will replace, repair and otherwise maintain all dumpsters and roll offs.

**OPEN TOP & COMPACTOR**

- Contractor will provide One (1) 100 yard EID approved container or “open top” transfer trailer with tarp.
- Contractor shall empty the open top trailer on a schedule to be determined by the Village and the Contractor.
- The open top trailer shall be hauled by the Contractor to the Taos Landfill.
- All open top trailers shall be EID approved, replaced, repaired and otherwise maintained by the contractor.
- Compactor optional.
APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

SOLID WASTE SERVICES FOR THE VILLAGE OF EAGLE NEST

Village of Eagle Nest RFP #2020-001

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 F.

The acknowledgment of receipt should be signed and returned (by fax, email, mail or hand delivery[drop box]) to the Procurement Officer not later than 4:00 PM October 30, 2020.

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: __________________________________________________________________________

ADDRESS: __________________________________________________________________________

CITY: ______________________ STATE: __________ ZIP: ______________________

SIGNATURE: ______________________ DATE: ______________________

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

Cathy Coppy
Village of Eagle Nest
151 Willow Creek Drive
Eagle Nest, NM 87718
Phone (575)377-2486
APPENDIX B - Village of Eagle Nest Contract #2020-001

THIS AGREEMENT is made and entered into by and between the Village of Eagle Nest, hereinafter referred to as the "Village" 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 Village of Eagle Nest Council.

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. **Term.**
   This Agreement is for three (3) years from the date of approval by the Village of Eagle Nest Councilors unless terminated pursuant to paragraph 3 (Termination). Within sixty (60) days of the contract expiration, the performance of the contractor shall be reviewed and if mutually agreeable may be extended and additional two (2) years as permitted by law.

3. **Terms of Payment**
   The Village shall pay the contractor by the 20th day of each month following the service for the prior month.

4. **Termination.**
   This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Village'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 Village 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 Village 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 VILLAGE’S OTHER LEGAL
RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS
AGREEMENT.

5. **Status of Contractor.**
The Contractor and its agents and employees are independent contractors
performing professional services for the Village and are **not** employees of the Village
of Eagle Nest. The Contractor and its agents and employees shall not accrue leave,
retirement, insurance, bonding, use of Village vehicles, or any other benefits
afforded to employees of the Village of Eagle Nest as a result of this Agreement.

6. **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 Village.

7. **Subcontracting.**
The Contractor shall not subcontract any portion of the services to be performed
under this Agreement without the prior written approval of the Village. 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
Village. In all cases, the Contractor is solely responsible for fulfillment of this
Agreement.

8. **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 Village.

9. **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:
      i. 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 Village employee while such employee was or is employed by the Village and participating directly or indirectly in the Village’s contracting process;

ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (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 Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village 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;

iii. 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 Village 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 Village whose official act, while in Village employment, directly resulted in the Village’s making this Agreement;

iv. 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

v. 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 Village.

c. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Village relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Village 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 Village and notwithstanding anything in the
Agreement to the contrary, the Village may immediately terminate the Agreement.

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

10. **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.

11. **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.

12. **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.

13. **Equal Opportunity Compliance.**
The Contractor agrees to abide by all federal, state, county and village 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.

14. **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 Village of Eagle Nest. 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.
15. **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 Village.

16. **Disclaimer and Hold Harmless.**
   Village of Eagle Nest 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 Village of Eagle Nest harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Village of Eagle Nest in connection with the performance by Contractor of Contractor’s duties according to this Agreement.

17. **Indemnification.**
   The Contractor shall defend, indemnify and hold harmless the Village of Eagle Nest 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 Village of Eagle Nest and the New Mexico Association of Counties by certified mail.

18. **Invalid Term or Conditions.**
   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.

19. **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.
20. **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.

21. **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.

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

23. **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.

24. **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 Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.
25. **Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the Village until it is executed by the Village of Eagle Nest Councilors after voting on the contract at a public meeting or unless it is executed by the Village of Eagle Nest Administrator. 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.

26. **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.

27. **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.

28. **Incorporation and Order of Precedence.**

Village of Eagle Nest RFP# 2020-001 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).

29. **Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the Village of Eagle Nest 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 Village of Eagle Nest based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the Village of Eagle Nest for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Village 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 Village 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 Village to the extent such modification is the cause of the claim.

30. **Liability Insurance.**
Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of $100,000.00 per occurrence/ $200,000.00 aggregate.

31. **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 Village: Mary Berglund, Administrator // PO Box 168 // Eagle Nest, NM 87718

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date of signature by the Village of Eagle Nest Council below.

By: ___________________________ Date: ___________________________
   Contractor

Printed Name: ___________________________

Address: ___________________________

By: ___________________________ Date: ___________________________
   Village of Eagle Nest Administrator

Printed Name: Mary Berglund, 151 Willow Creek Drive, Eagle Nest, NM 87718

By: ___________________________ Date: ___________________________
   Village of Eagle Nest Procurement Officer

Printed Name: Cathy Coppy, 151 Willow Creek Drive, Eagle Nest, NM 87718
Resolution to Adopt RFP #2020-001

STATE OF NEW MEXICO
MUNICIPALITY OF EAGLE NEST
REQUEST FOR PROPOSAL VILLAGE OF EAGLE NEST 2020-001

APPROVED, ADOPTED AND PASSED on this _____ day of __________, 2020

Richard A. Cordova, Mayor

Julie Kulhan, Mayor Pro-Tem

Jamie McCaslin, Councilor

David Bolsinger, Councilor

ATTEST:

Michelle Tousley, Councilor

Emily West, Clerk
APPENDIX C - COST RESPONSE FORM

Village of Eagle Nest RFP # 2020-001

Solid Waste Services

Offeror Name: _______________________________________________________

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<tr>
<td>Number and Size of Open Top and Compactor</td>
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<tr>
<td>Optional Recycling Service</td>
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</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
<th>Telephone Number</th>
</tr>
</thead>
</table>

4. For the person to be contacted for clarifications:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
<th>Telephone Number</th>
</tr>
</thead>
</table>

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.

   ___________________________________________, 2020
   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: ____________________________
(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 unaware of the procurement involved if the statements are proven to be incorrect.
AMMENDMENT TO CONTRACT

The Village of Eagle Nest and _________________ agree to the following amendment to the Solid Waste Services Contract:

Proposal Bond

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 Village reserves the right to extend the validity of the Proposal Bond if a contract is not yet in place.

Performance Bond

Offeror must submit proof of their ability to secure a performance bond in the amount of _________________) starting December 1, 2020, ending November 30, 2023 and renewed annually for the contract period. Offeror must ALSO agree to provide a performance bond, in the amount of _________________) at the time of contract award by the Village of Eagle Nest Councilors, if an award offer is made to them. The Performance Bond shall be valid starting December 1, 2020, ending November 30, 2023 and renewed annually for the contract period and for at least 90 days after the expiration date of the contract. A statement of concurrence is required.

_____________________________  ____________
Richard A. Cordova, Mayor  Date  XXXXXXXXXXXXXXXXXXXXXXX