



TOWN OF TAOS

Procurement Department

REQUEST FOR PROPOSALS (RFP)

RFP# 24-25-06

Taos Regional Landfill Operations and Management

RFP Release Date: May 28, 2025

Proposal Due Date: June 30, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for the procurement of a qualified Landfill Operations Management Firm.

B. BACKGROUND INFORMATION

The Taos Regional Landfill (TRL) serves as a central waste disposal facility for Taos County and surrounding areas, managing solid waste for multiple municipalities. Established to provide a regional solution for waste management, the landfill is operated and owned by the Town of Taos which serves as the fiscal agent for the Taos Regional Landfill Board, a governing entity composed of representatives from participating local governments, including the Town of Taos, Taos County, Village of Taos Ski Valley, Town of Red River, Town of Questa, and Village of Angel Fire. The Board oversees policies, budget allocations, operational improvements, while ensuring compliance with environmental regulations.

The Town of Taos Public Works Department (“the Town”) on behalf of the Taos Regional Landfill board desires to retain the services of a contractor that is qualified to provide landfill operation services listed in this RFP for the Taos Regional Landfill (TRL). With the exception of Alternative C, the Town will continue to own the assets which includes the land, the capital improvements, and the permit. The Town provides reserve funds for future cell development; and for financial assurances (i.e., closure, post closure), as approved by the New Mexico Environment Department (NMED). The contractor will operate the site on a cost per ton basis for solid waste accepted at the Taos Regional Landfill. Tipping fees for all waste accepted at the Taos Regional Landfill are set by the Taos Regional Landfill Board and the Town.

As described in sections III.B and V.A, contractors are required to submit two separate responses to this RFP; the Technical Proposal and the Cost proposal for each of the three (3) alternatives (i.e., Alternative A, B, and C). The Technical proposal focuses on the contractors’ qualifications and capabilities; and the contractors Technical Proposal must receive a minimum passing score of 850 in order to be considered for the project. Only if a passing score is awarded will the Contractor’s Cost Proposal be opened for consideration.

A committee comprised of Town of Taos Officials and advisory staff will evaluate the Proposals received in response to this RFP. The committee may conduct interviews with and may require public presentations from contractors applying for selection regarding their qualifications, approach to the project and ability to provide the required services. Following interviews (if conducted), the committee shall select the top-ranked firm for recommendation to the Taos Regional Landfill Board and the Town.

The selection results will be presented to the Taos Regional Landfill Board and the Town of Taos Council for their consideration and approval. The Town will enter into contract negotiations with

the top-ranked firm; and will award or reject the contractor's final proposal. In the event that the top-ranked contractor's final proposal is rejected, negotiations will be conducted with the second-ranked contractor. The Town reserves the right to accept any proposal deemed most advantageous for Landfill Operations Services; and to reject any and/or all proposals.

C. SCOPE OF PROCUREMENT

This RFP will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Town of Taos has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Lisa Baca-Medina, Procurement Officer
Telephone: O: 575-751-2029
Email: lbaca@taosnm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other employees or Evaluation Committee members do not have the authority to respond on behalf of the Town.
2. **Protests of the solicitation or award must be submitted in writing to the Procurement Manager identified in Section II.B.13.** Pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the Town's online vendor portal. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. **"Town"** means the Town of Taos Purchasing Department or the department sponsoring this Procurement.

2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
5. **“Contractor”** means any business having a contract with a state agency or local public body.
6. **“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.
7. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
8. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the online portal system.
9. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
10. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
11. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
12. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
13. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
14. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
15. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

16. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
17. **“Responsible Offeror”** means an Offeror 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.
18. **“Responsive Offer”** 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.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

1. SEQUENCE OF EVENTS

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

Action	Due Dates
1. Issue RFP	May 28, 2025
2. Acknowledgement of Receipt Form	Anytime before written question are due
3. Mandatory Site Visit	June 11, 2025
4. Deadline to submit Written Questions	June 17, 2025
5. Response to Written Questions	June 23, 2025
6. <i>Submission of Proposal</i>	June 30, 2025
7.* Proposal Evaluation	July 7, 2025
11.* Council Approval of Intent to Award	TBD
12.* Finalize Contractual Agreements	TBD
13.* Contract Awards	TBD
14.* Protest Deadline	+15 days from Award

* Dates indicated in Events 7 through 14 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

2. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Town of Taos on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Lisa Baca-Medina @ lbaca@taosnm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Town by 3:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's

representative shall not be included on the distribution list, and will be solely responsible for obtaining from the portal responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A mandatory site visit will be held for this RFP on June 11, 2025 from 10:00am to 11:00am at the Taos Regional Landfill.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.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.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A). The Questions and Answers will be posted to:

<https://taosnm.cobblestone.software/gateway/>

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies to the Procurement Manager.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror submits their proposal.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the online system by the deadline set forth in this RFP. The online system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the online system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the online system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In

*accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through the Town's electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by other electronic means other than through the Town's electronic e-procurement system, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors 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 agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors 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 Offerors.

8. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Town reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Town Council approval.

10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. ONLY protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT 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 directed to the Procurement Manager: Bailey Andrea
PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

3. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX C.

2. Incurring Cost

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

3. 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 Agency which may derive from this RFP. The Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. 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.

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. **Agency 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 addressed to the Procurement Manager and signed by the Offeror'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, 1.4.1.5 & 1.4.1.36 NMAC.

7. 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 Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the Town of Taos to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate 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 Agency determines such action to be in the best interest of the State of New Mexico.

11. 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 affected by

sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

16. Offeror's Terms and Conditions

Offerors 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 Agency.

17. 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 Offeror), will be discussed only between the Agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

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 and

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

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Town of Taos. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

25. 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 Agency.

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 procuring Agency's written permission.

26. 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. (See also Section II.B.5, Response to Written Questions).

27. 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 Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <https://taosnm.cobblestone.software/gateway/>

28. Campaign Contribution Disclosure Form

Offeror 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 positions of Mayor or Town Council Members. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX C), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

30. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror **must** submit a copy of its valid New Mexico/Native American Resident

Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.

Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

The New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. ELECTRONIC SUBMISSION

ONLY ELECTRONIC SUBMISSION VIA THE TOWN'S ELECTRONIC SYSTEM IS PERMITTED

(<https://taosnm.cobblestone.software/gateway/>)

Any proposal that does not adhere to the requirements of this **Section II.B** and **Section III.C Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

1. Electronic Submission Requirements

- a. **Register on the Vendor Portal well in advance of the submission deadline** - In order to submit a response to this RFP, Offeror must be fully registered in the portal system. ***It is the Offeror's responsibility to ensure the registration process is completed in enough time to upload its proposal documents by the deadline set forth in this RFP.*** The registration tab may be accessed via the following link on the left hand column under "Create Account": <https://taosnm.cobblestone.software/gateway/>
- b. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate uploads**, and must be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.
- c. **Complete proposal upload prior to submission deadline** - ***It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the vendor portal system by the deadline set forth in this RFP.***

- d. **Upload a single Technical file and a single Cost file.** The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3.
 - e. **Technical Support**
 - i. For assistance with completing the registration process, uploading a proposal, or other technical support issues, call 575-751-2029 or email lbaca@taosnm.gov.
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. ***The Technical Proposal SHALL NOT contain any Cost information.***
- a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** version for evaluation purposes; **and**
 - ii. One (1) **redacted** ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal must be combined into a single file/document for uploading.

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. ***Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.***

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- 1. Table of Contents

2. Proposal Summary
3. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Performance Surety Bond (if applicable)
 - d. New Mexico/Native American Resident Preferences (if applicable)
4. Other Supporting Material (if applicable)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Signed Letter of Transmittal
8. Signed Campaign Contribution Form

Cost Proposal:

1. Submit a separate cost proposal for fee schedule for services.
- A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Taos Regional Landfill (TRL) is an existing solid waste facility operating in compliance with New Mexico Environment Department (NMED) permits, and the currently applicable NMED Solid Waste Rules (20.9.2-20.9.10 NMAC). TRL is publicly owned and operated by the Town of Taos Public Works Department and is permitted to accept municipal solid waste (MSW), including construction and demolition debris (C&D) and tires, as well as designated special wastes such as petroleum-contaminated soils (PCS) and sludge. TRL currently processes approximately 35 tons per day. The facility also accepts hazardous waste, organic waste, and tires for processing.

TRL is located at 24670 US-64, Taos, New Mexico, and spans approximately 104 acres. Operations will be transitioned to the next designated cell before reaching capacity in the current unit. Procurement for the construction of the next expansion phase is anticipated to begin in late 2025.

The Contractor is responsible for maintaining the existing infrastructure at the Taos Regional Landfill (TRL) in a workmanlike manner and returning it to the Town of Taos at the end of the contract period in the same or better condition as when operations commenced. The Contractor is also responsible for coordinating with and assisting the Town, the Engineer, and other contractors in site development, construction of new landfill cells, and routine intermediate cover and closure activities.

The current hours of operation for TRL are from 9:00 AM to 4:00 PM, Monday through Friday due to staffing, however the Landfill intends to operate Monday – Saturday once fully staffed. The landfill is closed on weekends and Town designated holidays. Adjustments to holiday hours or closures are subject to negotiation; however, for pricing purposes, proposers should assume 16 holidays. The Town of Taos routinely updates these hours of operation as needed.

The Contractor is encouraged to propose innovative approaches or operational improvements in its Technical Proposal. Additionally, the Contractor may submit "Alternate Proposal(s)", provided that a conforming proposal is also submitted and receives a passing score for its Technical Proposal. Contractors are encouraged to submit proposals for all outlined scenarios but must submit a proposal for at least one scenario to be considered.

The selected Offeror shall provide comprehensive event coordination services as outlined below:

Alternative A: Back End Operations Only

The Contractor will perform all activities necessary for the daily operation and maintenance of the Taos Regional Landfill (TRL). Operations must be conducted in compliance with all applicable state and federal solid waste regulations, industry landfill operating standards, the TRL Permit, and the Landfill's Plan of Operations. The scope of landfill operation tasks to be performed by the selected Contractor includes, but is not limited to, the following:

1. Landfill Operations

The scope of landfill operations shall be performed by the successful Contractor includes, but it not limited to the responsibilities outlined below:

1. Spreading and compacting solid waste to meet minimum specifications (e.g., 1,200 lb/cy).
2. Supplying off-site soils for daily and intermediate cover and all other operational soil requirements.
3. Hauling, spreading, and compacting daily and intermediate cover soils.
4. Implementing dust, vector, litter, and odor control measures.
5. Fire prevention and control.
6. Supervising traffic flow within the landfill site.
7. Providing necessary equipment and supervision to ensure operations conform to health and safety procedures.
8. Maintaining roads and disposal facilities for inclement weather conditions.
9. Maintaining on-site roads, equipment, and landfill infrastructure.
10. Maintain landfill equipment and facilities in good working order and record routine maintenance of equipment on a monthly basis.
11. Operating and overseeing the convenience and recycling area.
12. Operating and overseeing the green/organic waste processing area.
13. Operating and overseeing the household hazardous waste collection area.
14. Operating and overseeing the tire, white goods and recyclable metals disposal area.
15. Operating and overseeing the in-vessel composting area.
16. Recordkeeping and reporting (outside of TRL personnel responsibilities).
17. Implementing written quality control and standard operating procedures.
18. Submitting a monthly Operations Report identifying issues, resolutions, current equipment status, and other required information in coordination with the Town Supervisor and TRL board.
19. Providing general operational recommendations and updates to the Town on best practices.
20. Ensuring a Contractor representative attends all required TRL meetings.
21. Maintaining compliance with regulatory requirements and any revisions to the Plan of Operations or Permit conditions necessitated by contract award, the Contractor's proposed operational approach, or any new regulatory requirements.
22. Providing compliance services for receiving approved special waste streams, including waste screening and special handling procedures.
23. Applying intermediate cover/closure for filled areas in compliance with NMED rules and Permit requirements.
24. Conducting an annual aerial or ground survey to verify waste compaction ratios, with reporting to the Town and the Taos Regional Landfill board by June each year in a format specified by the Town.
25. Providing personnel training, including a commitment to maintaining NMED Certified Operators on-site and conducting routine safety meetings.
26. Managing leachate in accordance with the approved Permit Application and applicable NMED requirements, specifically limiting leachate "head" to 12 inches or less, with appropriate documentation.
27. Conducting routine waste screening in accordance with the approved Permit Application and current NMED Solid Waste Rules, with required recordkeeping and reporting.

28. Providing water in sufficient quantities for on-site dust control and soil compaction, using existing TRL water supply infrastructure.
29. Applying, maintaining, and vegetating intermediate cover as required by the NMED Permit Application and applicable regulations.
30. Coordinating with and assisting TRL in community waste cleanup and recycling initiatives.
31. Excavating the next landfill cell (optional).
32. Performing incremental (final) closure of landfill areas reaching final grade (optional).
33. Performing other routine landfill operational duties required by the permit, regulations, or as assigned by TRL.
34. Work with the Town to create and maintain the annual budget for landfill operations.
35. Assist the Town in seeking grant funding opportunities for operational costs and landfill improvements.
36. Provide financial transparency and support in cost management efforts.

2. Engineering, Environmental Monitoring and Reporting

The Contractor will be responsible for ensuring compliance with all local, state, and federal regulations in the operation of the Taos Regional Landfill (TRL), including but not limited to the items listed below:

1. Provide engineering support for landfill design, modifications and expansion projects.
2. Assist in evaluating and implementing new technologies for waste management and environmental protection.
3. Conduct structural assessments and maintenance planning for landfill infrastructure.
4. Overseeing the planning and installation of new cell liners and leachate collection systems.
5. Ensure compliance with engineering standards and regulatory requirements.
6. Ensuring surface water quality compliance, including NPDES monitoring and reporting.
7. Conducting quarterly monitoring of groundwater wells and submitting required regulatory reports.
8. Monitoring leachate depth, quality, and quantity as required by permit conditions.
9. Performing quarterly landfill gas (LFG) monitoring and reporting in compliance with TRL's permit and applicable NMED requirements.
10. Submitting annual reports to NMED, including required financial assurance updates.
11. Updating and maintaining Landfill Operator Certification records.
12. Coordinating routine TRL and NMED site inspections and providing required recordkeeping.
13. Updating and maintaining the Facility Operating Record, ensuring compliance with NMED reviews and addressing any issues.
14. Conducting waste screening and reporting in accordance with the approved permit and NMED regulations.
15. Obtaining NMED approvals for proposed operational changes approved by the Town and the TRL Board.
16. Responding to, reporting, and documenting any site visit contingencies, accidents, emergencies, or environmental releases as required by the Contingency Plan.
17. Ensuring compliance with NMED requirements, the permit, and industry standards for receiving and managing approved special waste streams.

18. Providing the Town with copies of all communications with NMED.

3. Town of Taos Responsibilities

In the performance of the contract, The Town of Taos will retain ownership of the landfill infrastructure and oversee routine operations and regulatory compliance in coordination with the selected Contractor. ToT's specific responsibilities are outlined below:

1. Maintaining ownership of the site, including capital improvements and insurance.
2. Designating excavation, fill, and stockpile areas, as well as incremental closure units.
3. Providing oversight and input on landfill operations.
4. Establishing gate fees (\$/ton) and hours of operation.
5. Approving the acceptance of new special waste streams (as defined by NMED) or significant changes to municipal solid waste (MSW) types or volumes.
6. Managing the planning and approval of new capital improvements.
7. Renewing the NMED Solid Waste Facility Permit as required.
8. Providing financial assurance as required by NMED and in compliance with 20.9.2 - 20.9.10 NMAC.
9. Ensuring compliance with NSPS (New Source Performance Standards) reporting, as applicable.
10. Train any contractor staff on current policies, procedures and software.

The initial term of the operating agreement is seven (7) years. Upon expiration of the initial term, the Town of Taos, at its sole discretion, may renew the agreement for additional five-year terms.

Alternative B: Back-End and Front-End Operations

Alternative B includes all responsibilities outlined in Alternative A, with the additional duty of operating the scale house. The Taos Regional Landfill (TRL) is considering maintaining scale house operations as a function of the Town of Taos. However, the Town reserves the right to award scale operations to the selected Contractor at its sole discretion.

1. Scale House Operations

As part of their proposal, the Contractor must outline their approach to managing scale house operations, including methods for implementing the following tasks. The scope of scale house Operations to be performed by the successful Contractor includes, but is not limited to, the responsibilities listed below:

1. Receiving and documenting each waste delivery vehicle in accordance with NMED standards.
2. Providing supervision to ensure operations comply with health and safety procedures.
3. Implement operational improvements to increase efficiency.
4. Maintaining accurate recordkeeping and reporting (outside of Town personnel responsibilities).

5. Ensuring compliance with regulatory requirements and any updates to the Plan of Operations, landfill permits, or other contract-based operational adjustments.
6. Managing compliance for the receipt of approved "special waste" streams, including manifest management, adherence to disposal management plans, waste screening, and special handling.
7. Conducting routine waste screening in accordance with the approved Permit Application and current NMED Solid Waste Rules, with required recordkeeping and reporting.
8. Minimize environmental impacts and ensure regulatory compliance.
9. Performing routine scale maintenance, including monthly clean-outs beneath scales and annual calibrations.
10. Providing the necessary computers and software to interface with the existing scale and office infrastructure, ensuring accurate recordkeeping and reporting.
11. Coordinating with and assisting the Town in community waste clean-up and recycling initiatives.
12. Developing and implementing a Waste Diversion Plan to encourage the recycling or processing of materials presented for disposal (e.g., green waste, construction and demolition debris).
13. Notifying the Town of any proposed landfill closures due to inclement weather and obtaining prior approval before closure. Additionally, notifying regular customers via email regarding landfill shutdowns.
14. Ensure all collected fees are accurately recorded and deposited daily at the Town of Taos Town Hall.
15. Work with the Town to reconcile deposits and financial records regularly.

2. Recordkeeping and Reporting

In conjunction with scale house operations, the Contractor will provide a direct electronic interface with the scale billing system and must submit detailed electronic and/or hard copy records of waste receipts for the previous month by the fifth working day of the following month. These records must be provided in a format approved by the Town and TRL Board and will be subject to routine audits. The Contractor must also provide a duplicate computer containing the same data as the scale house computer for TRL's use and must respond to requests for clarification or additional information within 14 days.

The initial term of the operating agreement is seven (7) years. Upon expiration of the initial term, the Town of Taos, at its sole discretion, may renew the agreement for additional five-year terms.

Alternative C: Contractor Controlled Landfill

The Town is considering transferring the solid waste permit over to a qualified contractor and leasing the landfill property to this qualified contractor. In this scenario the contractor would be fully liable to the entire landfill and in turn would pay a royalty back to the Town. The responsibilities of the contractor and the Town would be further defined as follows below:

1. Responsibilities of the Contractor:

1. Contractor is responsible for all items in Scenario A and B.
2. Contractor will provide financial assurance for closure and post-closure liabilities to NMED and to the Town.
3. Contractor is responsible for all violations and fines incurred in the course of operating and managing the landfill.
4. Bear the costs of transferring the solid waste permit into Contractor's legal entity name. This includes any NMED fees as well as outside legal and other consulting support that may be required.
5. Contractor will establish and control pricing at the scale. Pricing will be maintained at market rates and reviewed by the Town on an annual basis. A third-party market rate study will be utilized during this review to benchmark current market conditions.
6. Upon termination of the contract, contractor shall return the landfill and all associated assets in a good maintained condition that is compliant with the permit.

2. Responsibilities of the Town:

1. Town continues to own the land occupied by the landfill facility.
2. Cooperate with contractor in transferring the solid waste permit.
3. Supply and enter into a lease agreement with contractor for the same term as the contract term.
4. Provide annual third-party market rate study pursuant to item 5 above.

The initial term of this lease agreement is for eight (8) years. Upon expiration of the initial term the Town, in its sole discretion may renew the contract and lease agreement for a subsequent two (2) year term. Should the Town decide not to renew the contract. Contractor is expected to cooperate with all efforts of the Town to transfer the solid waste permit back to the Town's possession. The Town will bear all costs for this permit transfer at the end of the contract.

A technical proposal and a cost proposal should be submitted for this alternative. Because this alternative differs significantly from the first two alternatives stated herein, the cost proposal (royalty proposal) may be submitted in the proposer's own format instead of using the provided forms.

PROPOSAL REQUIREMENTS

Interested firms must submit the following:

1. **Corporate Experience:** Provide evidence of experience in sanitary landfill operations.
2. **Staffing Plan:** List key personnel, their qualifications, and relevant experience.
3. **Operational Approach:** Describe your approach to landfill operation and environmental compliance.
4. **References:** Provide at least three references from similar contracts.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must:**

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of affordable housing services.
- b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Client project manager name, telephone number, fax number and e-mail address.

C. BUSINESS SPECIFICATIONS

1. Performance Surety Bond

Performance Surety Bonds are not required for this RFP.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must submit a cost proposal separate from the technical proposal.

5. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (850 Total Points)	
B. 1. Organizational Experience	400
B. 2. Organizational References	350
B. 3. Understanding of Scope of Work	100
C. Business Specifications (150 Total Points)	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Organizational Experience with the Town	100
C.6. Cost	50
TOTAL POINTS AVAILABLE (TBD)	
C.7. New Mexico / Native American Resident Preference	

B. EVALUATION FACTORS

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References

Points will be awarded based upon references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted

reference will add weight and value to a recommendation during the evaluation process. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Understanding of Scope of Work

Points will be awarded based on the depth and clarity of the offeror's response. Proposals that demonstrate a comprehensive understanding of the project's objectives, detailed breakdowns of tasks, and clear alignment with the outlined deliverables will receive the highest points. Proposals that partially address the scope or lack specificity in key areas may receive moderate points. Submissions that fail to adequately demonstrate an understanding of the SOW, or omit critical details, will receive lower scores. Points will also be awarded based on the contractor's ability to anticipate challenges and propose viable solutions within the scope.

4. C.2 Performance Bond

Pass/Fail only. No points assigned.

5. C.3 Letter of Transmittal

Pass/Fail only. No points assigned.

6. C.4 Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

7. C.5 Organization's Past Experiences with the Town

Points will be awarded based on the organization's past experience working with the Town of Taos on events. Consideration will be given to the quality and success of previous collaborations, including adherence to contractual obligations, responsiveness to Town staff, ability to execute event logistics effectively, and overall contribution to the event's success. Organizations with a proven track record of delivering well-managed, high-quality events that align with the Town's standards and community expectations will receive higher scores. Prior experience demonstrating innovation, problem-solving, and the ability to navigate challenges while maintaining positive engagement with Town stakeholders will also be factored into the evaluation.

8. C.7. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror 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 Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the Town taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
REQUEST FOR PROPOSAL

RFP 24-25-06 Taos Regional Landfill Operations

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Lisa Baca-Medina

E-mail: lbaca@taosnm.gov

Subject Line: RFP 24-25-06

APPENDIX B

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 Page 2 of 3 DFA Disclosure form/April, 2006 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.

DISCLOSURE OF CONTRIBUTIONS

MAYOR:

Pascualito M. Maestas

COUNCIL MEMEBERS:

Darien D. Fernandez

Marietta S. Fambro

Corilia I. Ortega

Genevieve Oswald

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) made: _____

Amount(s) of Contribution(s): _____

Name of Contribution(s): _____

Purpose of Contribution(s): _____

Signature

Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY

DOLLARS (\$250) WERE MADE to an applicable official by me, a family member or representative.

Signature

Date

Title (position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to sign and/or submit this form will result in the disqualification of Offeror's proposal.

RFP#:24-25-04

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

☐ No.

☐ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

☐ No.

☐ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2.A, above.)