

**Request for Proposals (RFP) for:**  
**Solid Waste Collection**



**Town of Mesilla**  
**P.O. Box 10 / 2231 Ave. de Mesilla**  
**Mesilla, NM 88046**

# Town of Mesilla - Request for Proposals - Solid Waste Collection Services

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## **SECTION I: INFORMATION FOR PROPONENTS**

### **1. 1. INTRODUCTION**

The Town of Mesilla (the “Town”) is requesting Proposals from qualified firms for solid waste collection services within the Town corporate limits. These services include: residential and commercial garbage. The initial contract term will be for three years, from June 30, 2020 to June 30, 2023, with a Town option for two additional one-year extensions.

This Request for Proposals is organized into three sections:

**Section 1: Information for Proponents** provides background information regarding the Town's solid waste collection system (“the Project”) and describes the services to be performed by the Contractor according to the terms of the Contract for the Project.

**Section 2: Instructions for Proponents** provides instructions for submitting a responsive Proposal, and includes the procedures the Town will follow in selecting the Contractor.

**Section 3: Proposal Forms** includes the questions that must be answered and the forms that must be completed for a Proposal to be responsive.

### **1. 2. EXISTING COLLECTION SYSTEM**

This section describes the *existing* solid waste collection system operated under the current contract. The Town of Mesilla has a population of approximately 2,196 residential customers and is currently providing service to the West Mesa (Raasaf Hills) area approximately 65 residential customers with 57 being senior citizens. The Town’s customer base includes 653 residential customers with 182 of those being senior citizens and 65 commercial customers. The existing collection system is operated under contract. Garbage collection is mandatory for both residential and commercial accounts.

### **1. 3. GENERAL TERMS**

#### **Residential Collection**

Residences are provided weekly collection under a variable rate structure. Residents are provided with 96 gal. poly carts. The existing collection program includes annual special collection events where residents can deliver certain bulky yard waste to a central location. Twice-a-month single-family recycling collection is currently offered through the use of a “recycle” container for all recyclables except glass. Recyclables include newspaper, cardboard, aluminum, tin cans and clear plastics #1 and #2.

#### **Commercial Collection**

Commercial garbage collection is provided through the use of poly carts and various dumpsters such as the 1.5, 3, 4, 6, 8 cubic yard and the 40 yard container for construction waste.

#### **Administration**

The Town is responsible for educating and promoting recycling and yard debris programs to the public. The solid waste collection contractor is responsible for distributing public notices about collection schedule changes, such as holiday hours, promoting new collection programs and assisting the Town with design and/or review of program promotional materials. The town is currently responsible for billing and customer service functions. This will not change under the new contract.

#### **1. 4. 1. GENERAL SCOPE OF THE NEW CONTRACT**

The Town is requesting Proposals from qualified firms for solid waste collection services within the Town's corporate limits. These services include: residential, senior residential and commercial garbage collection; optional recycling collection; optional fee-based yard debris collection; support for special collection events as directed in the Contract; the disposal of all garbage; and the processing and marketing of collected recyclables. The Contractor shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services. The Contractor shall own and provide carts, detachable containers and drop-boxes necessary to provide all collection services to Town customers. All carts, dumpsters, and / or drop boxes may be labeled with an identifying number for tracking purposes if required by the Contractor, and they may also be labeled with the proponent's company logo and telephone number. The contractor shall also bear in mind the weight limit restriction in and around the historic district of the town as this will have an effect on the type of truck allowed in this area. The Town is also requesting proponents to address the following option:

##### **1. 4. 1. 1. SPRING CLEAN-UP**

The spring clean-up allows customers to dump bulk debris at a central location to be determined twice each year. Collected materials would be limited to clean-up items and would include yard waste, wood waste, refrigerators or freezers or other materials defined by the contractor and Town. Scrap metal collected during the event shall be recycled by the Contractor. The collection will be provided on a designated weekend.

##### **1. 4. 2. OPTIONAL RECYCLING**

The Contractor shall be responsible for the processing, marketing and sale of recyclable materials collected from all customers and shall receive all applicable proceeds or pay all fees associated with those recyclables. Disposal fees for contaminants collected with recyclables shall be the responsibility of the Contractor. The Contractor shall be responsible for the processing and marketing of yard debris, provided that this function may be subcontracted to a fully permitted processing/composting facility. The Contractor shall receive all applicable proceeds or pay all fees associated with collected yard debris. Disposal fees for contaminants collected with yard debris shall be the responsibility of the Contractor. The Town reserves the right to exclude the recycle option from the contract if the Town believes that it would not be in the best interest of the Town.

#### **1. 5. BILLING**

The Town shall continue to provide all billing services to its residents through its billing system. The contractor shall bill the town directly and provide a detailed and itemized billing statement each month.

#### **1. 6. REPORTING**

The Contractor shall provide monthly and annual reports as detailed in the Contract.

#### **1. 7. PUBLIC AWARENESS**

The Town will be broadly responsible for providing public education and promotion with the exceptions noted in the attached Contract. However, the Contractor shall have basic responsibilities for promotion and keeping customers informed of the full range of services offered, policies, service changes and other similar considerations. The Contractor shall be responsible for funding of all promotional materials to introduce the Town's new programs and services as they are implemented under the contract.

## **1. 8. CUSTOMER SERVICE SUPPORT**

The Contractor shall offer support staff to offer customer service to Town staff. The Town shall be the primary point of contact for all service-related questions.

## **1. 9. TERM OF THE CONTRACT**

The Contract shall have a three-year term, starting on June 30, 2020, and ending on June 30, 2023. The Town, at its sole option, may extend the Contract, under the original terms and conditions, for up to two separate one-year extensions for a total extension period of two years.

## **1. 10. COMPENSATION**

The service fee component shall be annually adjusted based on a percentage of the local Consumer Price Index.

## **SECTION 2: INSTRUCTIONS TO PROPONENTS**

### **2. 1. DEFINED TERMS**

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow, and are applicable to, both the singular and the plural. All defined terms are capitalized throughout the Proposal Documents.

"Proposal Documents" include the Advertisement for Proposals, the Information for Proponents, the Instructions to Proponents, the Proposal Forms and the Contract, together with any appendices, exhibits or addenda thereto.

"Proponent" means the person or business entity that submits a Proposal directly to the Town.

"Selected Proponent" means the Proponent to whom the Town makes an award as provided in the Award of Contract section of these Instructions to Proponents.

### **2. 2. COPIES OF PROPOSAL DOCUMENTS**

Complete sets of the Proposal Documents must be used in preparing Proposals, and may be obtained in person or by written request from:

Town of Mesilla  
2231 Ave. de Mesilla  
Mesilla, NM 88046  
575 524-3262 fax 575 541-6327

In making copies of Proposal Documents available, the Town does so only for the purpose of obtaining Proposals on the Project, and does not confer a license or grant for any other use of these documents.

### **2. 3. EXAMINATION OF PROPOSAL DOCUMENTS**

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents, with special attention to the terms and conditions of the Contract.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.

- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority- and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.
- Submit any questions concerning the Proposal Documents in writing to the Town in a timely fashion in order that the questions may be answered in an addendum to be issued by the Town.
- Notify the Town in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigations, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, and that the Proponent deems necessary to determine its Proposal. Proponents are expected to be knowledgeable about the service area, to understand the Town's terrain, streets and alleys, and to be knowledgeable concerning the locations for cans, carts, detachable containers and other receptacles used for garbage, recycling and yard debris collection. Proponents are expected to determine if and specify to the Town that their equipment can make the collections and provide the service called for under the Contract. Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.

#### **2. 4. INTERPRETATIONS, SCHEDULE AND ADDENDA**

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing to the, Public Works Director, P.O. Box 10, 2231 Avenida de Mesilla, Mesilla, NM 88046. Questions must be received by 5:00 PM on February 10, 2020 in order to be considered. The Town will provide written answers to all questions through addenda to this Request for Proposals, receipt of which shall be submitted with a proposal. The Town reserves the right to modify the proposed Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents. Questions regarding interpretations of contract language must be asked at this point in the process. The successful proponent will be expected to execute the proposed contract as included in this RFP, and as amended by the Town's response to proponent questions. The Town has set the following schedule for receipt and review of the Proposals. The Town reserves the right to modify this schedule if deemed necessary.

#### **2. 5. PROCESS SCHEDULE**

##### **Event Time Frame**

Publish Notice of Proposal Documents February 2, 2020

Deadline for Proponent Questions February 10, 2020

**Proposals Due and Opened 02:00 PM, February 20, 2020**

Award of Contract by Town Trustees March 5, 2020 (anticipated)

Start of Collection Services June 30, 2020

The submission of a Proposal will constitute an incontrovertible representation by the Proponent that the Proponent has complied with every requirement of these Instructions to Proponents, that without exception the Proposal is premised on performing and furnishing the services and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the services and equipment required under the Contract.

## **2. 6. PROPOSAL SECURITY**

Each Proposal must be accompanied by a Proposal security made payable to the Town of Mesilla in the amount of Thirty Thousand Dollars (\$30,000.00) and in the form of an irrevocable standby letter of credit, cashiers check or a Proposal bond satisfactory to the Town as provided in the Proposal Forms. The Proposal security from the Successful Proponent shall be retained by the Town until that Proponent has executed the Contract and furnished the required letter of credit and proof of insurance acceptable to the Town, whereupon the Proposal security will be returned. If the selected Proponent fails to execute and deliver the Contract, as negotiated, and fails to deliver the bonds and other required documents within one week after the Contract is finalized and ready for execution, the Town may withdraw the Notice of Finalist, and the Proposal security of that Proponent shall be forfeited. The Proposal security shall be retained as liquidated damages by the Town, and by submittal of a proposal, the Proponent agrees that this sum is a fair estimate of the amount of damages that the Town will sustain in the event that the Selected Proponent fails to execute the Contract or furnish the required letter of credit and proof of insurance acceptable to the Town. The Proposal security of other Proponents whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until either two weeks after Contract Execution or 180 days after the Proposal opening, whichever is earlier, whereupon the Proposal securities furnished by those Proponents will be returned. Proposal securities with Proposals that are not found to be responsive will be returned no later than sixty days after the Proposal opening.

## **2. 7. TOWN INVESTIGATIONS AND PROCESS DECISIONS**

As part of the RFP evaluation process, the Town reserves the right to do any or a combination of the following:

- Contact officials from other jurisdictions regarding the Proponent
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services personnel during the performance of their regular duties
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants
- Request clarification or additional information from a specific Proponent in order to assist in the Town's evaluation of a Proposal
- Require changes in the contract as deemed necessary by the Town
- Decline to award a contract or contracts for services
- Discontinue negotiations with the selected or any Proponent, and commence discussions with any other finalist
- Withdraw the RFP and reject any or all Proposals
- Not award to any or all Proponents and issue a subsequent RFP or RFP based on refinements of concepts proposed in response to this RFP

- Seek other investigations, inquiries, reviews or clarifications which would allow the Town to make informed decisions

## **2. 8. PREPARATION OF PROPOSAL FORMS**

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, the Town may deem the Proposal non-responsive. The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. The Town may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals. The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in the Town. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Town prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

## **2. 9. SUBMISSION OF PROPOSALS**

Proposals must be submitted no later than the time and at the place indicated in the Advertisement for Proposals, and must be enclosed in a sealed carton, marked with the words "PROPOSAL ENCLOSED - TOWN OF MESILLA SOLID WASTE COLLECTION" and marked so-as-to indicate, without being opened, the name and address of the Proponent. Proposals must be accompanied by the Proposal security and all other required documents.

## **2. 10. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing or by facsimile to the Town contact shown in Section 2.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If by facsimile, written confirmation including the signature of the Proponent must also be received on or before the date and time set for receipt of Proposals, and must be worded so as not to reveal the amount of the original Proposal. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

## **2. 11. BASIS OF AWARD**

The Town reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. Town reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, in the Town's sole discretion. The Town further reserves the right to reject the Proposal of any and all Proponents if the Town believes that it would not be in the best interest of the Town to make an award, whether because the Proposal is non-responsive or because the

Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the Town. The Town will base its choice on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform under the terms of the Contract. The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the lowest responsive and responsible Bid and to otherwise make its selection. The Town's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent, or another Proponent if contract finalization with the finalist is not successfully concluded in a timely manner.

## **2. 12. PROJECT START DATE**

The Project will start on the date of Contract Execution. The Contractor will commence collection services under the Contract on June 30, 2020.

## **2. 13. PUBLIC DOCUMENTS AND DISCLOSURE**

**All submissions are the property of the Town and become public records, subject to disclosure after the Town selects a Successful Proponent.** On or near the Proposal closing date, the Town will make public a list of Proponents. Non-responsive Proposals may, at the discretion of the Town, be rejected.

## **2. 14. DISCLAIMER OF COSTS**

The Town will not reimburse any Proponent for any costs involved in the preparation and submission of Proposals or any expenses incurred in connection with the execution of the Contract.

## **2. 15. INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL**

Submitting a written request (or a confirmation of interest if the RFP documents were sent to you as a potential Proposer) will ensure that you will be sent any addenda mailed to potential Proponents.

## **2. 16. CONDUCT INVESTIGATIONS DEEMED NECESSARY**

The Proponent shall conduct any investigation of the Town service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proponent to submit a responsive Proposal.

## **2. 17. SUBMIT RESPONSIVE PROPOSAL**

The Proponent shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five (5) copies**, printed and double-sided, of the Proposal Forms and other supporting documents. The Proposal and all Proposal Forms should be signed by an authorized person, and all forms, as required, are notarized, and a person, with title, address, telephone number and e-mail address, whom the Town may contact, is identified.

## **2. 18. PROCESS INTEGRITY REQUIREMENTS**

Each Proponent is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proponent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proponent's proposal. Requirements include:

- All solid waste collection RFP-related communications with the Town, from the time this RFP is advertised and issued until the time a negotiated contract is forwarded to the Town Trustees, shall be through the staff contact provided in this RFP.
- Proponents or their agents shall not contact other Town staff, appointed or elected officials, consultants retained by the Town or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to the Town Trustees.
- Only Town-provided information and RFP materials and Addenda that are provided in writing to all Proponents is to be utilized in developing the Proposal. Any Proponent's reliance on other Town information and materials may result in a non-responsive Proposal

due to inaccurate or incomplete information. Any information and materials to be utilized by the Town during the Proposal evaluation and selection process must be included as part of the original proposal or submitted in response to a specific request from the Town.

Any evidence that indicates a Proponent has failed to comply with the specific Process Integrity Requirements, or has otherwise substantially diminished the Town's ability to award a Contract in a timely manner and free of contention, may result in that Proponent's disqualification and forfeiture of the Proponent's Proposal Bond. The Town reserves the sole right to disqualify any Proponents at any point in the process prior to Contract award for failure to comply with this requirement.

### **SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS**

#### **3. 1. PROPOSAL PREPARATION GUIDELINES AND FORMAT**

These instructions provide guidelines governing the formation and content of the proposal and the approach to be used for its development and presentation. The intent of this section is to describe the proposal format and requested information that is essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proponent is recommended. Proposals must be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" paper. Oversized documents may be submitted, but they must be folded to size and secured in the proposal. All pages of the proposals must be numbered, and sections clearly identified. The proposal and all attachments shall be complete and free of ambiguities, alterations and erasures. The proposal certification shall be executed by the Proponent or the Proponent's duly authorized officer or agent. In the event of conflict between words and numerals, words shall prevail. The proposal shall follow the format outlined below and shall include the required content in sequential format.

##### **3. 1. 1. EXECUTIVE SUMMARY**

Provide a brief overview of the entire proposal and highlight the key aspects of the proposal. In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your proposal.

#### **3. 2. MANAGEMENT AND QUALIFICATIONS**

##### **3. 2. 1. PROPONENT**

State the name of your company, home office address, the name, address, phone number, FAX number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If the Proponent is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proponent. State whether the person signing the documents has the authority to sign on behalf of the Proponent. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that the Proponent is duly organized and validly existing as a corporation or partnership in good standing and licensed to do business in the Town. If the Proponent is not licensed to do business in the Town, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

##### **3. 2. 2. RESUMES**

Supply the names and resumes of the principal officers, partners or other officials of each company involved in performing substantive responsibilities required under the Contract, and provide the names and resumes of the individuals who will be responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial

officer and customer service manager(s). Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, company affiliation, and telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organization chart or other means of explaining the interrelationships between the team members.

### **3. 2. 3. SUBCONTRACTORS**

List all items of work or services to be performed by Subcontractors, and the names, qualifications and resumes of the Subcontractors. Also, list equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

### **3. 2. 4. EXPERIENCE**

Describe fully the experience of your team (both individuals and the corporate or partnership team) in providing the services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by the contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or yard debris. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described. Describe specific implementation challenges, problems or issues and how you plan to solve or have attempted to solve the problems in those situations.

## **3. 3. COLLECTION AND MANAGEMENT OPERATIONS**

### **3. 3. 1. GARBAGE COLLECTION AND HANDLING**

Describe fully the garbage collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, types of containers. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential, commercial and drop-box service sectors. Also identify for each type of truck: the capacity of each truck, total weight and volume capacity of each vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle, including back-up vehicles. Identify how you will handle vehicle oil spills on asphalt and driveways. Describe and provide examples of your route management system and route sheets. Describe how routes are developed – for example, manually by management, by drivers or through the use of heuristic software? Describe how route exceptions (extras, rejects, other problems) are logged and how soon after occurrence this information will be available to the Town. Identify the destination for all collected garbage. If more than one transfer station will be used, identify the proportion of loads destined for various transfer stations and the criteria for routing trucks to a particular transfer station. Describe how you will plan for and provide contingencies for service in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances which may occur during the term of the Contract.

### **3. 3. 2. OPTIONAL RECYCLABLES COLLECTION, PROCESSING AND MARKING**

Describe fully the recycling collection equipment and containers you will use under the Contract. Describe fully your proposed recycling processing facility including location, hours of operation. Describe how your company will provide consistence recycle pick-up for residents.

### **3. 3. 3. MAINTENANCE AND SUPPORT FACILITIES**

Identify the operator (if subcontracted), location, structures and zoning of your proposed maintenance and support facilities. Provide the total number of trucks maintained at the site for all contractor operations, as well as the number of trucks and spares dedicated to the Town's

contract. Describe your fleet maintenance procedures and/or policies, including scheduled or preventative maintenance practices. Outline environmental procedures in the management and operation of facilities and fleets.

### **3.3.4. CUSTOMER SERVICE SUPPORT**

Discuss how staffing levels are established and modified to ensure timely customer service. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your company's performance. If call center staff handle calls from more than one Town or service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers. Discuss how long it takes your firm to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner. Describe your procedures for handling "missed" collections. Does your company have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your company use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses? Describe your company's procedure in handling the delivery of service equipment to new customers; include timeframe. Describe your company's process for replacing damaged service equipment; include timeframe.

### **3.4. PROPOSAL FORMS**

The following forms must be completed in full and in accordance with both the Instructions to Proponents and with the instructions that follow below, and must be submitted collectively as the Proposal Forms. Use black ink or type on all forms. The Proponent's responses to the questions in these Proposal Forms will be used by the Town to evaluate the responsiveness of the Proponent and the ability of the Proponent to provide the specified services and equipment in a responsible manner. The information must be submitted as indicated on the individual forms, but if the Proponent needs additional space to respond to a question or if the Proponent is requested to provide information that cannot be written directly on the forms, these items must be stapled to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents must be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of the Proponent's Proposal. Proponents must number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number must be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., 2a, 2b, etc.). Many of the Proposal Forms direct the Proponent to photocopy forms as necessary. Proponents may instead reproduce Proposal Forms on a computer. Each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proponent's submittal. Typefaces may differ to the extent that the reproduced forms remain legible. Proponents must provide complete and detailed responses to each question. If the Proponent fails to do so, its Proposal may be deemed non-responsive and may be rejected by the Town. During the execution of the Project, the Town will consider information submitted by the Successful Proponent to be binding, and any substitutions or deviations from the information provided must be approved in writing by the Town.

**Form 1**

**COVER SHEET AND GENERAL INFORMATION**

Company Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Name, Title, Address, Telephone Number, FAX Number and E-Mail Address of the person to be contacted concerning the Proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Applicable, Name of the Parent Company:

\_\_\_\_\_  
\_\_\_\_\_

Home Office Address, Telephone Number and Website Address of the Parent Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the parent company's relationship with the Proponent:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proponent?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Names of Companies that will share significant and substantive responsibilities with the Proponent in performing services under the Contract:

Attach to this form, and number appropriately, documentation showing that the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the Town. If the Proponent is not licensed to do business in the Town, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

**Form 2**

**PRICE PROPOSAL**

For provision of services as described below, the Proponent will receive compensation in accordance with the following schedule of services and Costs:

**A. One Pick up per week**

Residential Cart Collection:

\$ \_\_\_\_\_ monthly for Non-Senior

\$ \_\_\_\_\_ monthly for Seniors 65 and older

Commercial dumpster

\$ \_\_\_\_\_ Poly Cart

\$ \_\_\_\_\_ 1.5 cu. Yard

\$ \_\_\_\_\_ 3 cu. yard

\$ \_\_\_\_\_ 4 cu. yard

\$ \_\_\_\_\_ 6 cu. yard

\$ \_\_\_\_\_ 8 cu. yard

\$ \_\_\_\_\_ 40 cu. Yard

**B. Twice Pick up per week**

Residential Cart Collection:

\$ \_\_\_\_\_ monthly for Non-Senior

\$ \_\_\_\_\_ monthly for Seniors 65 and older

Commercial dumpster

\$ \_\_\_\_\_ 1.5 cu. Yard

\$ \_\_\_\_\_ 3 cu. yard

\$ \_\_\_\_\_ 4 cu. yard

\$ \_\_\_\_\_ 6 cu. yard

\$ \_\_\_\_\_ 8 cu. yard

\$ \_\_\_\_\_ 40 cu. Yard

**C. Twice yearly clean up service to the Town and special events.**

\$ \_\_\_\_\_ per trip on 40 yard container

**D. Additional Recycling service (Recycling pick up is included in base rate).**

\$ \_\_\_\_\_ per month bi-weekly curb side pick up

\$ \_\_\_\_\_ per month recycling service. If other than bi-weekly curb side pick up please explain the service that will be offered in detail.

**Form 3**  
**PROPOSAL SECURITY**

The Proponent and its surety company must complete either the Proposal Bond provided below, or a standard Proposal Bond that contains the same information as the bond provided below.

Herewith include a deposit in the form of a certified check, cashier's check or cash in the amount of Thirty Thousand Dollars (\$30,000.00).

**PROPOSAL BOND**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT WE,** \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, as Principal,  
and the \_\_\_\_\_, a corporation duly  
organized under the laws of the State of \_\_\_\_\_, and authorized to do business in  
the State of New Mexico, as Surety, are held and firmly bound unto the Town of Mesilla, New  
Mexico, as Obligee, in the full and penal sum of Thirty Thousand Dollars (\$30,000.00), the  
payment of which the Principal and the Surety, bind themselves, their heirs, executors,  
administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal for the Solid Waste Collection Contract, according to the terms of the Proposal made by the Principal therefore, and the Principal shall duly make and enter into the Contract with the Obligee in accordance with the terms of said Proposal and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee: or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the Request for Proposals, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be signed

and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

Return of Deposit in the Amount of \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2020

By: \_\_\_\_\_

**Form 4**

**IDENTIFICATION OF PERFORMANCE SECURITY**

If the Proponent is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

\_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, whose

Street

City

State and Zip Code

telephone number is \_\_\_\_\_, and website address

is \_\_\_\_\_.

## Form 5

### CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

#### **Proponent's Declaration and Understanding**

The undersigned Proponent declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Project. The Proponent declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proponent has not directly or indirectly entered into any agreement, induced or solicited any other Proponent to submit a false or sham Proposal; the Proponent has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over the Town; and Proponent has not otherwise taken any action in the restraint of free competitive proposals in connection with the Project for which this Proposal is submitted.

The Proponent declares that it has familiarized itself with the nature and extent of the Contract, the existing Project, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Project. The Proponent has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Project, and that this Proposal is made according to the provisions and under the terms and conditions of the Contract, which are hereby made a part of this Proposal.

The Proponent further acknowledges that it has satisfied itself as to the nature and location of the Project, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and organic material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the Town, the character of equipment and facilities needed to execute the Project, and all other matters that may in any way affect the Project or the cost thereof under the Contract.

The Proponent further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the Town regarding the Existing Project and solid waste system, and the Proponent has adequately investigated the Town's customer base and any additional information that may be provided by the Town. Failure by the Proponent to acquaint itself with the physical conditions of the Town's customer base and all available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the services and providing the equipment required under the Contract.

The Proponent warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Project in a good, timely and workmanlike manner and to the satisfaction of the Town. The Town assumes no responsibility for any representation made by any of its officers or agents during or prior to the execution of the Contract, unless (1) such

representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the Town therefore assumes the responsibility.

The Proponent has given the Town written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal Documents and the written resolution thereof by the Town is acceptable to the Proponent.

### **Contract Execution, Performance Guarantees And Insurance**

The Proponent proposes and agrees, if this Proposal is accepted, to enter into a Contract with the Town, in the form substantially similar to the Contract included in the Proposal Documents, to provide services and equipment as specified or indicated in the Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Contract.

The Proponent accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Successful Proponent will sign and submit the Contract with the letter of credit and proof of insurance acceptable to the Town within five days after receiving the Notice of Finalist.

### **Self-Reliance**

The Proponent acknowledges that the information contained in this Proposal represents our understanding of the Town's existing Project, terrain, streets, alleys, container locations, recycling and organic debris markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, we have relied on our own investigation and research.

### **Start Of Project And Contract Term**

If awarded a Contract, the Proponent agrees to commence all collection services under the terms and conditions of the Contract on June 30, 2020. The Contract will extend through June 30, 2023, with a provision for up to two separate one-year extensions through June 30, 2025.

### **Unit Price**

The Proponent proposes to invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Contract.

Contractor charges (rates) will be adjusted upward or downward as provided in the Contract unless prohibited by law or a vote of the people, in which case the Contract will be subject to renegotiation under Section 6.4 of the Contract. The Contractor will be responsible, generally, for all real (non-inflationary) cost increases, and will benefit from any real cost decreases, except as specifically agreed to in the Contract. The Proponent understands that the per unit served price and the price adjustments are independent of the quantities and quality of materials collected. The Proponent agrees that the per unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Project, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

**Compliance with Process Integrity Requirements**

The Proponent has complied with the Process Integrity Requirements as described in Section 2.18 of this RFP and further agrees to comply with those Guidelines during the proposal evaluation process.

**Addenda**

The Proponent below lists and hereby acknowledges receipt of all Proposal Documents and of the following Addenda:

Addenda Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Proponent agrees that all Addenda issued are part of the Contract, and the Proponent further agrees that its Proposal includes all effects of the Addenda.



**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest (Secretary)