

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 709-8594

Advertised: **June 25, 2020**

Closing Date: **July 16, 2020**

Pre-Proposal Meeting via Zoom: **July 7, 2020 at 9:00 a.m.**

**Request for Proposals ("RFP")**

**RFP Number: 21-07**

**RFP Name: Materials Testing and Abatement**

**GENERAL INFORMATION**

1. **RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP21-07 Materials Testing and Abatement.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, 2:00 p.m. Mountain Time, Tuesday, July 16, 2020** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) electronic version on a USB flash drive or CD, will be accepted at the Office of the Purchasing Agent, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Tuesday, July 16, 2020** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.

- o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

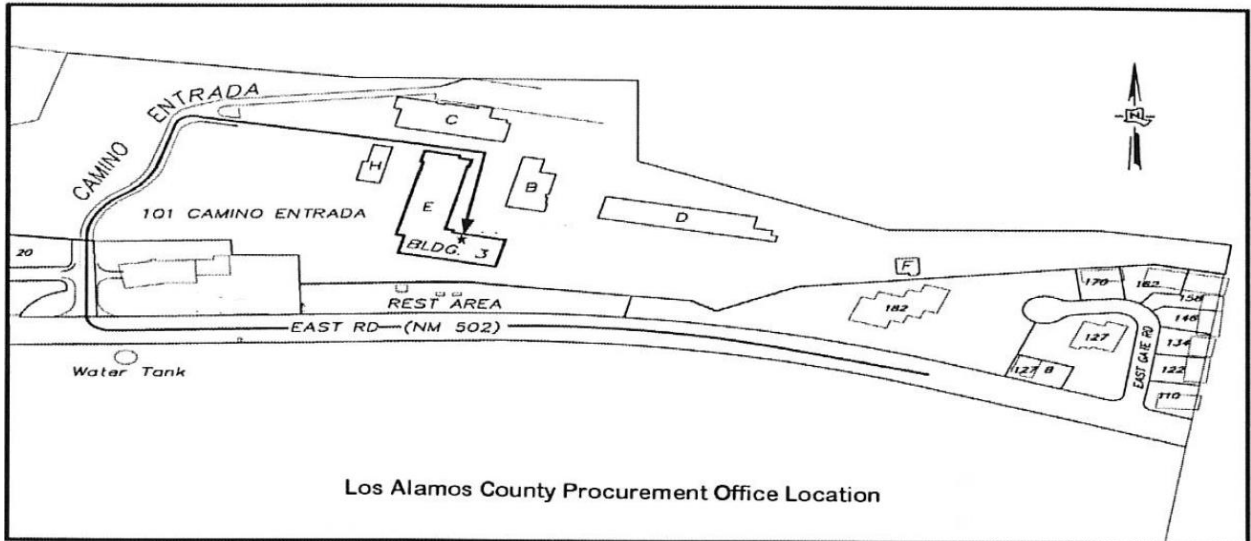
- o Road slopes downhill and curves to the right.



3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").

- Follow the signs to Building 3, the L-shaped building in the center of the complex.
- If you pass the Holiday Inn Express and the Airport, you've gone too far.

- 4. Enter glass door marked "PROCUREMENT." See map below.



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Purchasing Agent that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror.

13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. **A Pre-Proposal meeting is scheduled for Tuesday, July 7, 2020 at 9:00 a.m. via Zoom. Zoom link will be issued via addendum.**

### **CONTACT INFORMATION**

1. For project-specific information, contact [Wayne Kohlrust](#), at [wayne.kohlrust@lacnm.us](mailto:wayne.kohlrust@lacnm.us); (505) 663-1873.
2. For procurement process information, contact [Carmela Salazar](#), Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 709-8594.

### **NEED STATEMENT**

Los Alamos County, Engineering and Project Management Division, contracts for various remodeling and improvement projects involving County facilities, dating back to 1928 (Fuller Lodge) and others constructed from the 1970's through current. Asbestos has been encountered in many of the building materials used for original construction, as well as in road projects (pipe insulation underground) and other Public Works projects. It is desirable to have a licensed on-call contractor who can be notified of asbestos containing materials (ACM) who can quickly mobilize and abate the materials without impacting the overall project significantly. Staff has also encountered lead-based paint in its projects, requiring abatement.

### **BACKGROUND**

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information.

### **SCOPE OF SERVICES (or WORK)**

The County makes no guarantee of the quantity of work. The only guarantee is that if work is required, a successful Contractor/s will be assigned tasks orders under this contract. All work will be assigned by the responsible County department/Project Manager. It is anticipated to award multiple seven- (7) year contracts.

Selected Contractor/s shall provide:

1. Licensing
  - a. Licensed in New Mexico for testing and abatement of materials as described.
2. Testing
  - a. Test suspected ACM
  - b. Test suspected lead-based paint
  - c. Other Hazardous Materials as required
3. Abatement Planning
  - a. Describe work to be conducted, including collection, securing, shipping, manifesting and ensuring proper disposal.
4. Abatement
  - a. Collection of materials

- b. Securing of materials
  - c. Manifesting the materials for shipment
  - d. Proper disposal at a facility licensed to accept the waste
  - e. Documentation of disposal
5. Other Requirements
- a. Selected Contractor may have to work alongside and protect other contractors performing work in facilities, as well as the public and staff. Where the work is impractical to have others in the immediate area, the abatement contractor shall be responsible for tenting and other means to protect the inhabitants, public and others who potentially could be exposed to the materials.
  - b. Abatement contractor to provide all means and methods to comply with all applicable laws, codes and requirement (such as Occupational Safety and Health Administration ("OSHA") and National Emission Standards for Hazardous Air Pollutants ("NESHAP") for the work.

Selected Contractor/s will provide the Services, described herein, in accordance with the terms and provisions of the Agreement. County shall assign tasks to the selected Contractor/s by task order. Selected Contractor/s will be expected to respond with a proposal for County's consideration. Once County and selected Contractor/s have agreement on fee, schedule, scope and definition of deliverables, both parties may execute the task order.

### **Reimbursable Expenses**

Payment for reimbursable expenses for lodging only, may be authorized as part of the cost proposal for individual task orders and reflected in the task order, at the sole discretion of the Project Manager in the best interest of the County. Payment for this reimbursable expense shall be for the direct cost (no mark-up)..

### **Task Order Process Description**

1. Preparation and work performed to prepare each of the task orders shall be considered as incidental to the contract.
2. Each task order issued by County will set out the maximum amount County will pay for the services necessary to complete the phase based on the agreed upon rates and the schedule for completing the task. Task orders will be approved after selected Contractor/s and County agree on the maximum amount payable for completion of the task and the schedule for completion. Task orders shall be numbered sequentially (TO1, TO2, etc.).
3. Selected Contractor/s shall not exceed the task order amount agreed upon without justification made in writing. Selected Contractor/s shall immediately notify County, setting forth in detail the reasons the task cannot be completed within the budget or the schedule and include supporting information necessary to justify the proposed adjustment, and shall propose an adjustment to the task order for County's consideration by selected Contractor/s and approved by the County prior to continuing the individual task order. The task order will be adjusted only upon the written agreement of the Manager or designee (possibly verbal followed closely in writing) after a finding that a change to the task order is necessary and justifiable. Selected Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the task order. In no event will the total of the maximum amount for all approved task orders exceed the maximum amount of compensation set forth unless modified. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.).
4. Selected Contractor/s is authorized to begin work on any particular phase/task only upon receipt of written approval. The task order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by selected Contractor/s.
5. Upon issuance of a task order by the Manager and acceptance by the selected Contractor/s, the County is entitled to delivery of the services and selected Contractor/s is entitled to payment for rendering of those services in an amount not to exceed the maximum amount provided for in the task order.

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Issued by Procurement Division: C. Salazar

6. The amount payable by County shall in every instance be based on time actually spent and services satisfactorily rendered or as the negotiated percentage at the payment schedule applicable to the phase, in an amount not to exceed the maximum amount shown on the approved task order by phase. "Satisfactorily rendered" includes but is not limited to items such as timeliness of the various deliverables, completeness, re-work needed to bring the submitted packages up to desired completeness, etc.
7. Selected Contractor/s may be required to attend Council and other public meetings. The County shall identify the meetings and the selected Contractor/s shall include the costs for attendance in the maximum amount of the task order, based on the hourly rates agreed to. In the event that it is determined after issuance of the task order that meeting attendance is required, County shall inform selected Contractor/s of such and selected Contractor/s shall bill the County accordingly, based on the hourly rates agreed to.

Throughout, selected Contractor/s shall be available for consultation and interpretation as required.

## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers. The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "D." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **PROCUREMENT PREFERENCES**

Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Offeror must provide a copy of state-issued preference certificate if requesting a preference.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60- 741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "E," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "F." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

## **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "G." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

## **PROPOSAL FORMAT**

In order to facilitate evaluation, please format your proposal in the same order indicated below.

Proposals shall address the following items:

- A. Completed Proposal, including cost, on Respondent's own document. Note – Cost proposal to be submitted in a separate envelope.
- B. Individual Addendums with Acknowledgement.
- C. Bid Bond, Exhibit "C."
- D. The Contractor is notified that a Listing of Subcontractors and Services to be performed must be provided with the proposal, (Exhibit "B"). No modifications to the list of subcontractors can be made at any time during the performance of the services contemplated by the Contract Agreement without the prior written approval of the County.
- E. Copy of Respondent's State of New Mexico Contractors License(s) with proper classifications.
- F. Provide permanent main office address of Company.
- G. Provide Organization's founding date.
- H. If incorporated, provide a certificate of good standing from the New Mexico Secretary of State's Office.
- I. The Respondent is hereby notified that by submitting a response to this RFP they authorize the County to authorize any person, firm, or corporation to furnish any information requested by the County or designated representative in verification of the recitals comprising this Statement of Respondent's Qualifications.
- J. Respondents must submit the signed Certificate Regarding Debarment, Suspension, and Other Responsibility Matters, Exhibit "E." Respondents are also required to provide a written statement that Respondents represent that all proposed sub-contractors are not currently suspended or debarred from conducting business with any state, city or county government, or the U.S. Federal government. If the Respondent's subcontractors are suspended or debarred, Respondent must provide explanatory statement and County has option to not accept that proposal.
- K. Respondents must submit a copy of the Certificate of Membership in the Labor Law Enforcement Fund for individual task orders of \$60,000 or more.



- L. Note – prior to Notice to Proceed, awarded contractor shall obtain a Los Alamos County Business license.

The County may consider a Proposal to be **non-responsive** if the Respondent fails to include any of the items described in items A thru L, above.

By responding to this RFP, Respondent fully acknowledges that the firm and any sub-contractors associated with the firm are fully licensed and capable to perform the work herein.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with the solicitation requirements for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by finalist offerors

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Proper Certification for the Work to Be Performed (Testing and/or Abatement)	<b>60</b>
<b>2</b>	Cost (Cost Proposal, Exhibit A)	<b>40</b>
	<b>Total Score</b>	<b>100</b>

### **Power of Attorney**

Attorneys-in-Fact who sign any required bonds must file with each bond a certified properly executed and dated copy of their power of attorney.

### **Obligation of Offerors**

Complete sets of Solicitation Documents must be used in preparing proposals; neither the County nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

The Submission of a proposal will constitute an incontrovertible representation by Offerors that Offeror has complied with every requirement of the RFP, which without exception the Offeror is premised upon performing and furnishing the Work required by the Solicitation Documents. The Offeror will be required to establish to the satisfaction of the County the qualifications and capability of the persons proposed to furnish and perform the Work described in the Solicitation documents. Contractor, by signing the Proposal also acknowledges that the Contract Time is reasonable for the weather and climactic conditions.

Prior to the award of the Contract, the County will notify selected Offeror(s) in writing if the County after due investigation has reasonable objection to a proposed person or entity, the Offeror may, at the Offeror's option, (1) withdraw the Offer, or (2) submit a substitute person or entity acceptable to the County with an adjustment in the Base Cost or Alternate Cost to cover the difference in cost, if any, occasioned by such substitution.

### **Safety Standards and Accident Prevention**

With respect to all work performed under this contract, the Offeror shall:

- A. Comply with the standard provisions of the most current versions of all applicable laws, rules and regulations that apply to the work contracted for.
- B. Provide a Safety Management Plan to the County after award acceptable to the Project Manager.

### **Bids to Remain Subject to Acceptance**

All offers shall remain subject to acceptance for sixty (60) calendar days after the day of when proposals are due. The County may, at its sole discretion, release any Offer and return that Offeror's Bid Security prior to that date. County may request an extension, agreeable to both the Offeror and County.

### **Award**

Proposals shall be evaluated based on the requirements set forth in the RFP, which includes criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose and the Contract shall be awarded on the basis of the Evaluation Criteria and responsive Offerors in accordance with Chapter 31-101 (i) of the Los Alamos Code of Ordinances.

### **Registration of Contractors and Subcontractors**

Any Offeror that submits a proposal valued at more than the dollar amount required by the New Mexico Public Works Minimum Wage Act [13-4-11 through 13-4-17 NMSA 1978] and the New Mexico Subcontractors Fair Practice Act [13-4-31 through 13-4-43] for a public works project shall be registered with the labor and industrial division of the labor department. County shall not accept proposals for a public works project subject to the New Mexico Public Works Minimum Wage Act from a contractor that does not provide proof of required registration for itself and its subcontractors.

### **Notices to Contractors**

#### **Gross Receipts Tax**

All offers submitted are to exclude the applicable gross receipts taxes. County will pay the applicable taxes to selected Contractor(s) including any increase in the applicable taxes becoming effective after the execution date of the contract. The applicable gross receipts taxes will be shown as a separate amount on each payment application made under the contract. Selected Contractor(s) are responsible for payment to the State of New Mexico for all gross receipt taxes collected.

#### **Minimum Wage Rates**

Pursuant to the New Mexico Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17 NMSA 1978 (comp.) all certified payrolls submitted must contain required information as stated on the pertinent information sheet of the Wage Rate Decision issued on said project.

The Contractor, Sub-contractor and all tiers shall provide the Statement of Intent to Pay Prevailing Wages form to County's Project Manager.

#### **Work Conditions**

This contract will be performed in and adjacent to Los Alamos County for the contract duration specified in the Contract. Selected Contractor(s) shall be aware of the conditions that may normally exist within the project area during performance of the work. Those conditions may include but are not limited to:

1. Extended freezing temperatures,
2. Intense rainfall events,
3. Snowfall and snow accumulation,
4. Limited direct sunlight.



Delays due to normal weather conditions are not eligible for time extensions and/or additional compensation. Selected Contractor(s) are required to protect their work and the project from normal weather events. Unusual weather-related time extensions may be awarded by the County pursuant to an approved change order at the County's sole discretion.

## **INSURANCE.**

Selected contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Selected contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section are a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance shall name County as an additional insured and provide that County will be notified no less than thirty (30) days in advance of cancellation. Contractor represents to County that any and all automobiles used by Contractor in performance of the Services will be covered by adequate and appropriate insurance.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. The Contractor, prior to signing the Contract, shall provide proof of insurance coverage, which is satisfactory to the County, in the County's sole discretion, and copies of same to the County which shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work.

### Insurance Terms and Conditions

- a. The following statement shall be included on the certificate of insurance: "The Incorporated County of Los Alamos is named as additional insured regarding General Liability, and Automobile Liability, for

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- b. The required General Liability and Auto Liability policies shall grant a Waiver of Subrogation in favor of the Incorporated County of Los Alamos, and the insurance certificate will indicate this.
- c. The insurance shall provide that the County will be notified as soon as possible in the event of cancellation.
- d. **Renewal of Insurance**
  - (1) Evidence of renewal of insurance policies shall be provided to the County no less than forty-five (45) days prior to expiration date.
- e. **Subcontractors**

(1) Contractor shall ensure all its subcontractors meet all insurance requirements.

f. Receipt and Application of Insurance Proceeds

- (1) Any insured loss under the policies of insurance required of Contractor will be adjusted with County and made payable to County as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable loan clause. County shall deposit into a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no special agreement is reached, the damaged Work shall be repaired or replaced the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Agreement.
- (2) County as fiduciary shall have power to adjust and settle any loss with insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to County's exercise of this power. If such objection be made, County as fiduciary shall make agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, County as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party of interest, County as fiduciary shall give bond for the proper performance of such duties.

**Public Information**

Selected Contractor(s) are required to be an active participant in the execution of the Public Information and Involvement Plan ("PIIP") to be developed by the County. County retains edit and approval rights to any documents being released to the public and requires two (2) working days advance notice to allow for said edit/approval. Contractor(s) will perform/assist the County in successfully implementing PIIP activities that may include, but not be limited to:

1. Weekly updates by Wednesday noon of traffic control expected on this project for the following week;
2. Placement of door hangers forty- eight (48) hours prior to any Utilities service disconnections (gas, water, and electric);
3. Five (5) working days advance notification to Project Manager regarding impacts to school or transit bus stops and safe routes to schools;
4. Inform businesses and residents forty- eight 48 hours prior to direct impacts during construction.
5. County policy is to advertise in the local newspaper in advance of posting traffic control signs or barricades. The Contractor will submit information concerning posting of traffic control signs and barricades at least five (5) working days in advance to the Owner.

Project Manager shall determine the need, size, and location for a project sign(s) that may include the following:

1. Project name;
2. Contractor business name and contact information;
3. Budget;
4. Project start and end months;
5. County Project Manager contact information; and
6. A rendering of the improvement(s) if available.

**Exhibit A**  
**RFP21-07**  
**Material Testing and Abatement**

**COST PROPOSAL and COST TABLES**

**COST PROPOSAL:** The cost proposal should be included as part Respondent's Proposal Response Packet. The following list is a sample representation of the items the County knows currently could possibly need to be tested and abated. If price breaks exist for varying quantity, please specify. If more items are provided by your company, please list.

Item No.	Items Descriptions
1	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 0 to 4 feet below surface, containing ACM conduits, per lineal foot
2	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 4 to 8 feet below surface, containing ACM conduits, per lineal foot
3	Abatement and disposal of 4" dia. ACM conduit with friable ACM, in accessible trench, per lineal foot
4	Abatement & disposal of ACM ceiling insulation, in accessible attic, 12" thick, per square foot
5	Abatement & disposal of ACM joint compound on wall board per square foot
6	Abatement & disposal of ACM wall board, wall mounted per square foot
7	Abatement & disposal of ACM wall board, ceiling mounted per square foot
8	Abatement & disposal of ACM plaster, wall mounted per square foot
9	Abatement & disposal of ACM plaster, ceiling mounted per square foot
10	Abatement & disposal of ACM ceiling acoustic tile and ACM mastic per square foot
11	Abatement & disposal of ACM floor mastic per square foot
12	Abatement & disposal of ACM resilient flooring per square foot
13	Abatement & disposal of ACM resilient flooring with ACM mastic per square foot
14	Abatement & disposal of cove base with ACM mastic per lineal foot
15	Abatement & disposal of boiler mounted ACM insulation per square foot
16	Abatement & disposal of ACM pipe Thermal Systems Insulation (TSI) per lineal foot
17	Abatement & disposal of plumbing lead insert each
18	Abatement & disposal of concrete infused with PCB per square foot
19	Abatement & disposal of ACM fire door each
20	Abatement & disposal of ACM siding per square foot
21	Abatement & disposal of ACM paneling per square foot
22	Abatement & disposal of ACM Roofing Per square foot
23	Abatement & disposal of ACM Stucco and exterior plasters Per square foot
24	Abatement & disposal of ACM roofing mastic Per square foot
25	Abatement & disposal of ACM window putty each 5'x5' window
26	Removal & disposal of PCB containing lighting ballasts each
27	Removal & disposal of Emergency light batteries
28	Removal & disposal of Mercury vapor light bulbs Each
29	Removal & disposal of Metal Halide light bulbs Each
30	Removal & disposal of Halogen light bulbs each
31	Removal & disposal of Incandescent light bulbs each
32	HVAC ACM Duct mastic per square foot
33	Pipe abatement, removal and disposal per lf
34	Floor tile removal and disposal per sf
35	Floor Mastic Removal and disposal per sf
36	Lead Paint Removal and Disposal per window, or per sf
37	Asbestos Testing – normal turn-around

38	Asbestos Testing – rush turn-around
39	Lead Paint Testing – normal turn around
40	Lead Paint Testing – rush turn around
41	Asbestos Testing Bulk Analyses 400 Point Count – Normal Turn around, each
42	Asbestos Testing Bulk Analyses 400 Point Count – Rush Turn around, each
43	TCLP for Lead – 3 day turn around, each
44	TCLP for Lead – 5 day turn around, each
45	Phase Contrast Microscopy (PCM) Analyses – Normal turn around, each
46	Phase Contrast Microscopy (PCM) Analyses – Normal turn around, each
47	TEM Air Clearance – Final Report
48	PCM Air Clearance - Final Report
49	<b>Inspection, Sample Preparation, Final Report – 50 to 100 samples</b>
	<b>TRANSMISSION ELECTRON MICROSCOPY (TEM) ANALYSES – ALLOW ONE DAY TO SHIP</b>
50	TEM AHERA Method – Normal Turn Around - Each
51	TEM AHERA Method – Rush Turn Around - Each
52	TEM NIOSH 7402 Method – Normal Turn Around - Each
53	TEM 7402 NIOSH Method – Rush Turn Around - Each
	<b>MOLD ANALYSIS – ALLOW ONE DAY TO SHIP</b>
54	Direct Examination (No-culture based) – Spore Trap Sample Normal Turn around, each
55	Direct Examination (No-culture based) – Spore Trap Sample Rush Turn around, each
56	Tape Lift, Bulk, Swab Sample – Normal turn around, each
57	Tape Lift, Bulk, Swab Sample – Rush turn around, each
58	Council or other Public Meeting Attendance – Project Manager Hourly Rate
59	Miscellaneous Services – Supervisor Hourly Rate
60	Miscellaneous Services – Worker/Technician Hourly Rate
61	Mobilization – per Task Order

**Exhibit “A” cont.**  
**RFP21-07**  
**Material Testing and Abatement**

**COST TABLE No. 1**

Cost Table 1 – Unit Prices – Task Orders under \$60,000 or Department of Wage Services Threshold at the time the task order is generated.

Item #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total (for the purpose of Evaluation)
1								
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**Exhibit “A” cont.**  
**RFP21-07**  
**Material Testing and Abatement**

**COST TABLE No. 2**

Cost Table 2 – Unit Prices – Task Orders OVER \$60,000 or Department of Wage Services Threshold at the time the task order is generated.

Item #	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total (for the purpose of Evaluation)
1								
2								
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4								
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**Exhibit "B"**  
**RFP21-07**  
**Material Testing and Abatement**

**LIST OF SUBCONTRACTORS**

**List of Subcontractors**

All Proposers shall comply with the Subcontractor's Fair Practices Act Chapter 13-4-31 to 13-4-43 NMSA 1978, Laws of New Mexico

Pursuant to Section 13-4-34, based on the Architect/Engineer estimate, list all subcontractors including second and third tiers performing work in excess of FIVE THOUSAND DOLLARS (\$5,000.00).

No modifications to the list of subcontractors can be made at any time during the performance of the Work contemplated by the Agreement without the prior written approval of the County.

<b>Contractor Name and Contact Person, including email address</b>	<b>License No. &amp; Classification</b>	<b>Address</b>	<b>Telephone No.</b>	<b>Services to be performed</b>

**Exhibit "C"**  
**RFP21-07**  
**Material Testing and Abatement**

**BID BOND**

**Bid Bond**

As Principal, hereinafter called the Principal or Contractor, and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, as Surety hereinafter called the Surety, are held and firmly bound unto the County of Los Alamos, New Mexico, as Obligee, hereinafter called the County, in the sum of five percent of the Bid, \_\_\_\_\_ dollars - \$ \_\_\_\_\_ for the payment of which sum Principal and Surety bind themselves, their heirs, executors, and administrators, successors, and assigns, jointly and severally. The conditions of this Bond are such that whereas the Principal has submitted the accompanying Bid for:

**Incorporated County of Los Alamos**  
**RFP Number: 21-07**  
**Materials Testing and Abatement**

which Bid is by reference made a part hereof and is hereinafter referred to as the Bid and, if the County shall accept the Bid of the Principal and the Principal shall enter into a Contract with the County in accordance with the terms of such a Bid, and give such bond or bonds as may be specified in the bidding or solicitation documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, and shall in all other respects perform the agreement created by the acceptance of said Bid, or in the event of the failure of the Principal to enter into such contract and give such bond and bonds, if the Principal shall pay the County the difference between the amount specified in said bid and such larger amount which the County may in good faith

**Bid Bond continued**

contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way Impaired or affected by any extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

SIGNED AND ATTEST this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PRINCIPAL:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SURETY:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Exhibit "D"**  
**SAMPLE**  
**RFP NO: 21-07**  
**RFP Name: Materials Testing and Abatement**

**AGR21-07**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2020.

**WHEREAS, [FOP RFP'S]** -- the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-07 (the "RFP") on June 25, 2020, requesting proposals for Materials Testing and Abatement, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated July 16, 2020 ("Contractor's Response");

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP;

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_;

**WHEREAS**, Contractor will provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

- 1. Contractor Services.**
- 2. Deliverables.**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue for a period of Seven (7) years through \_\_\_\_\_, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRS levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Selected contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Selected contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section are a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance shall name County as an additional insured and provide that County will be notified no less than thirty (30) days in advance of cancellation. Contractor represents to County that any and all automobiles used by Contractor in performance of the Services will be covered by adequate and appropriate insurance.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00)

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RFP No. 21-07

Issued by Procurement Division: C. Salazar

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aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. The Contractor, prior to signing the Contract, shall provide proof of insurance coverage, which is satisfactory to the County, in the County's sole discretion, and copies of same to the County which shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work.

**Insurance Terms and Conditions**

- a. The following statement shall be included on the certificate of insurance: "The Incorporated County of Los Alamos is named as additional insured regarding General Liability, and Automobile Liability, for

**Incorporated County of Los Alamos  
AGR21-07 - Materials Testing and Abatement**

- b. The required General Liability and Auto Liability policies shall grant a Waiver of Subrogation in favor of the Incorporated County of Los Alamos, and the insurance certificate will indicate this.
- c. The insurance shall provide that the County will be notified as soon as possible in the event of cancellation.
- d. **Renewal of Insurance**
  - (1) Evidence of renewal of insurance policies shall be provided to the County no less than forty-five (45) days prior to expiration date.
- e. **Subcontractors**
  - (1) Contractor shall ensure all its subcontractors meet all insurance requirements.
- f. **Receipt and Application of Insurance Proceeds**
  - (1) Any insured loss under the policies of insurance required of Contractor will be adjusted with County and made payable to County as fiduciary for the insured's, as their interests may appear, subject to the requirements of any applicable loan clause. County shall deposit into a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no special agreement is reached, the damaged Work shall be repaired or replaced the monies so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Agreement.
  - (2) County as fiduciary shall have power to adjust and settle any loss with insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to County's exercise of this power. If such objection be made, County as fiduciary shall make agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, County as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party of interest, County as fiduciary shall give bond for the proper performance of such duties.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of



this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:  
Project Manager  
Incorporated County of Los Alamos  
Address  
Los Alamos, New Mexico 87544

Contractor:

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

OR

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

By: \_\_\_\_\_  
**HARRY BURGESS** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

By: \_\_\_\_\_  
**DATE**

Exhibit "E"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 21-07**

**RFP Name: Materials Testing and Abatement**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

Exhibit “F”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO: 21-07

RFP Name: Materials Testing and Abatement

**\*This document should be returned with RFP submittal.\***

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date 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.

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

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

**“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: (Report any applicable made to the following - COUNTY COUNCILORS: David Izraelevitz; Antonio Maggione; James Robinson; Randal Ryt; Katrina Martin; Sara Scott and Pete Sheehey.)

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**—OR—**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**Exhibit "G"**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 21-07**  
**RFP Name: Materials Testing and Abatement**

**\*This document should be returned with RFP submittal.\***

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

/

---

Signature and Printed Name of Authorized Offeror

---

Organization's Legal Name State of Incorporation

---

Email Address

---

Mailing Address

---

City, State, Zip Code

---

Physical Address

---

City, State, Zip Code

---

Telephone No.

---

Federal Tax I.D. # NM CRS # (if located in-state)

---

Contract Manager Printed Name and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business