



LOS ALAMOS COUNTY PROCUREMENT DIVISION

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 662-8052

Advertised: **June 7 2016**

Closing Date: **July 7, 2016**

Mandatory Pre-Proposal Conference: **June 14, 2016**

Request for Proposals ("RFP")

RFP Number: **16-060**

RFP Name: **Engineering and Design Services for a Permanent Methane Extraction System
for the Los Alamos County Landfill**

GENERAL INFORMATION

1. Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies, and one electronic version on a USB flash drive or CD, will be received 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, July 7, 2016** for this solicitation. Clearly mark the RFP Number and Name on the outside of the sealed proposal. 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, the information provided in the written response shall govern. 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.



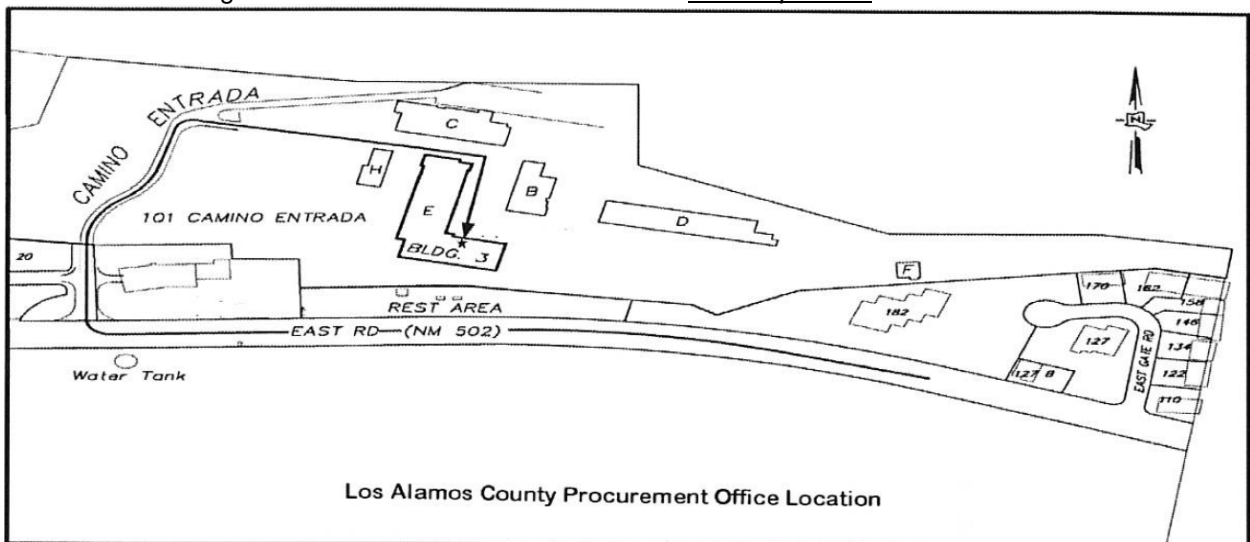
2. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.



3. Take second RIGHT in to driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - o Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - o If you pass the Holiday Inn Express and the Airport, you've gone too far.



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



2. 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 No Proposal may be withdrawn after the scheduled closing time.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

The County of Los Alamos is an Equal Opportunity Employer

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.

3. 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.
4. 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.
5. A Mandatory Pre-Proposal Conference will be held on June 14, 2016 at 11:00 A.M. in the Los Alamos County Eco Station Conference Room located at 3701 E. Jemez Road, Los Alamos, NM 87544.
6. 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.

CONTACT INFORMATION

1. For project-specific information, contact Angelica Gurule, at angelica.gurule@lacnm.us, (505) 662-8383.
2. For procurement process information, contact Lillie Martinez, Buyer/Planner at Lillie.martinez@lacnm.us, (505) 662-8052.

NEED STATEMENT

Los Alamos County is seeking professional engineering services to design a permanent, self-maintained, landfill gas extraction system for the closed landfill.

BACKGROUND

Los Alamos County landfill became operational in 1974 and closed in 2009. Since the closure the landfill has been repurposed and is currently occupied with a 1-Megawatt solar array.

In 2014, methane levels were recorded to exceed the lower level explosive limit (LEL) as monitored by NMED Solid Waste Bureau. Los Alamos County immediately took action to correct this issue.

In 2015, a temporary methane extraction system was installed to mitigate methane levels exceeding the LEL. The current temporary system is situated above ground, non-insulated and is entirely exposed to the elements. This system has proven to be effective, however due to the extreme temperatures (hot and cold) there has been challenges with condensate freezing in the pipe and inhibiting the extraction system from functioning properly. Furthermore, the current grade/slope of the pipe is not sufficient to provide proper draining for condensate.

A. SCOPE OF SERVICES

TASK 1 – GAS EXTRACTION SYSTEM DESIGN AND BIDDING SERVICES

Engineering design and bidding services for a permanent, landfill gas extraction system for Los Alamos County Landfill. The system shall have the ability to continuously capture condensate to maintain a vacuum and shall consist of the following:

1. The selected Engineer shall prepare design drawings and specifications for an active landfill gas collection control system within Los Alamos County Landfill and submit to County for review and comment, incorporate County's comments into the design as applicable, finalize the design, assist with preparation of bidding documents, prepare specifications for project construction, and provide estimates of probable construction cost.
2. The selected Engineer shall develop and provide County with conceptual design options, from which one will be selected. The proposed system shall be designed to withstand extreme temperatures of Los Alamos (i.e. -15°F to 110°F), include design with redundant blowers (extraction units) in preparation for mechanical breakdowns, etc. The design should also allow for the expansion of the solar array.
3. The landfill gas extraction system shall consist of vertical wells, horizontal collectors for landfill gas extraction and collection, provisions for managing condensate removal from the horizontal collectors, blowers, gas conditioning equipment, and vent assembly.
4. The landfill gas extraction system shall include additional extraction wells to mitigate methane levels at the northeast landfill boundary.
5. The design should also address extraction of methane found on the northwest landfill boundary.

Design documents shall include:

1. A site map, extraction well layout and design;
2. The gas collection piping layout and design;
3. Condensate handling system design;
4. Blower and vent layout; and
5. Emissions estimate to determine type of construction permit required by NMED Air Quality Bureau.
 - a. Once the design has been completed, the selected Engineer will submit the design and any necessary supporting documentation to the New Mexico Environment Department (NMED) for review and approval. The selected Engineer will also provide support to County in addressing NMED comments.
 - b. The selected Engineer will provide assistance to County with bid construction documents, assist with pre-bid Addenda as appropriate, assist in addressing pre-bid questions as necessary, attend pre-bid meeting, assist in bid review and bid selection as appropriate, and will provide survey services as necessary.

TASK 2 – GAS EXTRACTION SYSTEM CONSTRUCTION PHASE AND CQA SERVICES

The selected Engineer will provide engineering support and construction quality assurance (CQA) services during the installation of the landfill gas extraction system for LAC Landfill, including:

1. Preparation of a CQA work plan describing the responsibilities of the selected contractor and CQA engineer to be submitted to County for review and comment, incorporate County's comments into the work plan as applicable, finalize the work plan, submit the work plan to the NMED, provide support to County for addressing NMED comments, and obtain necessary construction permits from NMED Air Quality Bureau.

NOTE: The CQA work plan must be approved by the NMED prior to beginning construction of the system.

- a. The selected Engineer will provide engineering support during construction of the landfill gas extraction system that will meet the requirements of the contract documents. This task may include:
 - 1) Submittal review;
 - 2) Assistance with contractor requests for information;
 - 3) Construction CQA oversight by Engineer or staff working under the direction of the Engineer.
 - 4) Weekly progress meetings with County, contractor and/or appropriate subcontractors.
 - 5) Coordination with County on a day to day basis during the construction period to ensure CQA guidelines are in compliance with the bid documents
 - 6) Review of all construction documentation provided by County, contractor, and other parties; and
 - 7) Coordination with the end-user's construction representative as needed during the construction period to ensure the pipeline to the end-user meets CQA guidelines.

- b. The selected Engineer will also prepare a CQA Acceptance Report to be submitted to County and NMED for review and approval. The report will document and certify that the components of the gas extraction system were installed in substantial compliance with the permit requirements, project plans, and specifications. The report will also document all construction testing to show compliance with the NMED-approved CQA work plan described above. The selected Engineer will provide support to County in addressing NMED comments.

Note: NMED must approve the Construction Acceptance Report prior to start-up and operation of the landfill gas extraction system.

TASK 3 – GAS EXTRACTION SYSTEM STARTUP SERVICES

The selected Engineer will participate in the startup of the new landfill gas extraction system. As part of the startup of the newly installed system, the selected Engineer will, at a minimum, perform the following activities:

1. Balance the well field to ensure that an equal vacuum is being drawn on each of the wells;
2. Check the condition of all wellheads, valves, sampling ports, and tighten connections as required;
3. Check the condition of the high density polyethylene (HDPE) geomembrane pipe boots at each well and header penetration, and tighten/reposition band clamps and apply a sealant as required;
4. Record vacuum, temperature, methane content, carbon dioxide content, and oxygen content at each well;
5. Observe operation of the vent station and record vacuum, inform County immediately of any apparent problems with the venting operation.
6. Observe and note the condition of the cap surface in the area of the wells and provide County with recommendations concerning necessary maintenance activities for the caps on the Los Alamos County landfill.

Schedule

- Advertisement Date: June 7, 2016
- Pre-Proposal Conference June 14, 2016
- Last day to submit questions for RFP is June 24, 2016
- Issue Final Addendum if necessary, June 30, 2016
- Closing Date: July 7, 2016
- Evaluation of Proposals is July 8, 2016 through July 14, 2016
- Initial kick-off meeting will be July 20, 2016
- Conceptual Designs due August 19, 2016
- Final Design due to September 30, 2016
- NMED Review and Approval September 30, 2016 through October 31, 2016

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 "A." 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.

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 "B," 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 "C." 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 "E." 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

Proposals shall be formatted in accordance with the Proposal Evaluation Criteria set below:

PROPOSAL EVALUATION CRITERIA:

	Criteria	Weighted Points
1	Experience in working with NMED Solid Waste Bureau and Air Quality Bureau	25
2	Experience working on Landfill Gas Systems	30
3	Personnel (Qualifications)	5
4	References (a minimum of 3)	10
5	Cost (in Proposers own Form)	30
	Total Score	100

Exhibit "A"
SAMPLE

RFP Number: 16-060

RFP Name: Engineering and Design Services for a Permanent Methane Extraction System
for the Los Alamos County Landfill

AGR16-060



INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "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 _____, xxxx.

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. xxxx-_____ (the "RFP") on _____, requesting proposals for _____, as described in the RFP; and

[FOR RFP'S ONLY] -- WHEREAS, Contractor timely responded to the RFP by submitting a response dated _____ ("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 through _____, unless sooner terminated, as provided herein. *[At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.]*

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 ("NMGR"). 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 responsible for remittance of the NMGRT 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: 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. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is 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. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit 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). 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.

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

SHARON STOVER
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

REBECCA W. EHLER
COUNTY ATTORNEY

_____, A _____ CORPORATION
BY: _____
DATE

Exhibit "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP Number: 16-060

RFP Name: Engineering and Design Services for a Permanent Methane Extraction System
for the Los Alamos County Landfill

*****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) 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 "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 16-060

RFP Name: Engineering and Design Services for a Permanent Methane Extraction System
for the Los Alamos County Landfill

*****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 the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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: Kristin Henderson, David Izraelevitz, Rick Reiss, Susan O'Leary, Pete Sheehey, Steve Girrens, or James Chrobocinski)

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) _____

(The above fields are unlimited in size)

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 "D"
VERIFICATION OF AUTHORIZED OFFEROR

RFP Number: **16-060**
RFP Name: **Engineering and Design Services for a Permanent Methane Extraction System
for the Los Alamos County Landfill**

*****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

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**