

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) xxx-xxxx

Advertised: **Month, Date, Year**





Closing Date: **Month, Date, Year**

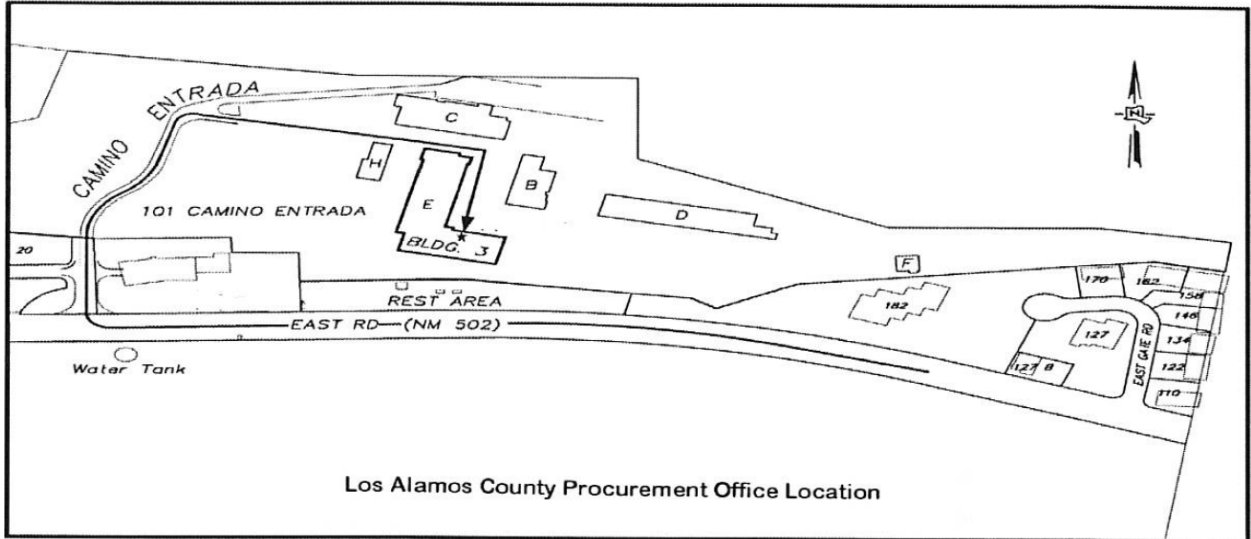
Mandatory/Non-Mandatory Pre-Proposal Conference: **Month, Date, Year**

<p><b>Request for Proposals (“RFP”)</b> <b>RFP Number: 20-xxxx</b> <b>RFP Name: _____</b></p>
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**GENERAL INFORMATION**

- 1. Sealed proposals in [insert quantity here](#) clearly labeled unbound original, [optional insert number of bound paper copies here](#), and one (1) 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, Month, Date, Year** 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, 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 No Proposal may be withdrawn after the scheduled closing time.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 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. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
5. 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.
6. 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.
7. 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 **number (x)** years, with renewals or extensions for up to **number (x)** consecutive one-year periods. 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. *Must insert if applicable.*
8. Proposers are notified that they must propose pricing for each potential year of the contract. *Must insert if applicable.*
9. 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. *Must insert if applicable.*
10. 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.

**11. INSERT DATE, TIME AND LOCATION OF PRE-PROPOSAL CONFERENCE HERE IF APPLICABLE.**

**CONTACT INFORMATION**

1. For project-specific information, contact **Project Manager**, Ryan Foster at [ryan.foster@lacnm.us](mailto:ryan.foster@lacnm.us); (505) 662-8055.
2. For procurement process information, contact **Buyer Name**, Title at [first.last@lacnm.us](mailto:first.last@lacnm.us); (505) xxx-xxxx.

**NEED STATEMENT** *Mandatory*

1. **Hire consultants to complete a Phase I: Downtown Master Plan and Phase II: Chapter 16 Development Code Update.**

**BACKGROUND** *Optional generic information*

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)** *Mandatory*

**Phase I: Downtown Master Plan and Phase II: Chapter 16 Development Code Scope of Work**

**Project Purpose**

Contract with a qualified consultant to assist County staff in creating a two-phased project: Phase I: Downtown Master Plan for Los Alamos Town Site and White Rock; and Phase II: Draft a new Chapter 16 Development Code. Both Phases will culminate in separate public hearings upon completion of the respective deliverables.

Development interest in the County, particularly within the downtown areas, has significantly increased over the past few months. The Downtown Plan that was drafted in the mid-2000s was never adopted by County Council and is significantly outdated for use today as a guiding document for new development and re-development of strategic parcels. While an update to the Comprehensive Plan was adopted in 2017, it serves primarily as a high-level policy document and does not contain the amount of specificity needed to help guide development in a manner that will ultimately serve to create a vibrant downtown. Conversely, the County’s current Development Code (Chapter 16), while having been updated in sections over the years, has not had a significant update in decades and as such is challenged in its ability to support the vision contained within the Comprehensive Plan. It is generally viewed as difficult to work with, particularly from the developer perspective, but also by the general public and by staff as well. The timing is critical for a new Downtown Master Plan (for both the townsite and White Rock) as well as a development code that can provide the County the proper tools to help realize the values and goals expressed in the County’s strategic plans.

Given the above current situations, Community Development staff are proposing to move forward on the development of a strategic Downtown Master Plan for both the townsite and White Rock Town Center and to update Chapter 16 of the County Code. The process would be completed in two phases, starting with the Downtown Plan and ending with the update of Chapter 16.

A Downtown Master Plan establishes a vision with specific details providing guidance for the future of a downtown. Downtown areas are critical to a community in that they provide the following functional benefits:

- A downtown, or a central business district, provides an employment center for the community and can serve as an incubator for new businesses
- Provide an environment wherein existing businesses can thrive and expand.
- A mix of uses such as retail, civic, commercial, and housing.
- Acts as the civic, government, and historic core of the community.
- Consists of both public and private investment.
- Acts as a tourist draw.
- Provides a sense of community and place.

A Phase I Downtown Master Plan would directly influence and guide the anticipated Chapter 16 Code Update, established as Phase II of this project. Both documents shall create a vision for accommodating and planning for the economic and population growth projected for the County in the downtown areas and beyond. These shall help the County to implement the vision and address the unique planning challenges of the community such as a lack of developable land when considering our unique geographical and topographical conditions. A Downtown Master Plan and Chapter 16 Development Code need to determine the best approach to policies pertaining to parking, density, form/layout, mobility/connectivity, building height, and maximizing the public transit system.

The 2016 Comprehensive Plan is a high level strategic vision document and while lacks the specificity to guide new development or redevelopment projects, provides justification for the development of a Downtown Master Plan:

- One of the three core themes of the Comprehensive Plan is for the Development, Redevelopment, and Downtown which supports:
  - Redeveloping vacant and blighted areas
  - Focusing development priorities downtown
  - Guiding development to property in and around current boundaries
- Council has established a goal to promote financial sustainability:
  - Revitalize and eliminate blight in the downtown areas of Los Alamos and White Rock.
- Economic Vitality Policy to:
  - Create a vibrant, pedestrian-friendly downtown that includes a central gathering place, nighttime entertainment, and more retail stores and restaurants.
- Development Goal:
  - Enhance and maintain a vibrant downtown while keeping a small-town character and feel.
- Land Use Policy:
  - Increase residential density in the downtown area.
- Downtown Goals:
  - Create a vibrant, pedestrian-friendly downtown that includes a central gathering place, nighttime entertainment, and more retail stores and restaurants.
  - Focus development priorities downtown.
  - Focus increased residential densities in new development in and near downtown
  - Enhance the vibrant, historic, small-town character of the County by focusing commercial density increases in the downtown areas.
  - Protect existing residential neighborhoods in or near downtown from impacts caused by new development or redevelopment.

### **Project Goals**

This project in its two phases shall achieve the following:

#### Phase I: Downtown Master Plan(s)

1. Create a Downtown Master Plan for Los Alamos Town Site.
2. Create a Downtown Master Plan for White Rock.

3. Determine the best approaches to the topics of parking, density, form/layout, mobility/connectivity, building height, and maximizing the public transit system.
  - a. Identify where the County and LANL can partner in holistic transportation planning efforts that will result in projects and other investments that will benefit the laboratory and the community at large.
4. Identify strategic actions that the County can proactively engage in to ensure the success of the Master Plans, e.g. site acquisition, infrastructure investment, etc.
5. Provide a vision and guidance for the update of the Chapter 16 Development Code.
6. Provide a framework/preliminary plan by July 2020 to be utilized in the kick-off a Chapter 16 Development Code update.
7. Conduct public and key stakeholder outreach to better inform and guide the Master Plan.
8. Align the Downtown Master Plan with the Comprehensive Plan, Council Goals, Economic Vitality Plan, MRA and MainStreet Revitalization Plans, Tourism Plan, and the development of the Los Alamos National Historic Park.
9. Deliver the Downtown Master Plan to Planning and Zoning Commission and Council public hearings for recommendation and approval as a component of the Comprehensive Plan.
10. County staff provide limited project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

#### Phase II: Chapter 16 Development Code

1. Build efficiency and cross-references into the code.
2. Facilitate interpretation and implementation process for all affected land development projects/initiatives/goals.
3. Identify best code format and create a new code that enable development to take place as a mixture of uses rather than large areas of single land use for infill
4. Honors the vision of the Downtown, the Los Alamos Town site at large and White Rock.
5. Conduct all public and key stakeholder outreach to better inform and guide the new Chapter 16 Development Code
6. Align the new Chapter 16 Development Code to support implementation of the Downtown Master Plan, Comprehensive Plan, Council Goals, Economic Vitality Plan, MRA Revitalization Plans, Tourism Plan, and the development of the Los Alamos National Historic Park.
7. Present the new Chapter 16 Development Code to Planning and Zoning Commission and Council public hearings for recommendation and approval.

#### **I. Key Tasks**

##### A. Kick-Off Meeting

1. Team introductions (establish main Point of Contacts).
2. Discuss work scopes, planning assumptions, and project schedule.
3. Discuss data transfers (background documents, GIS Shapefiles, etc.)
4. Conduct a site-tour and take photos of opportunities and constraints.

##### B. Background Research, Existing Conditions Analysis, Public Outreach

1. Review existing documents such as the Ch16 Development Code to be updated in Phase II, Downtown Master Plan 2000, Comprehensive Plan, the Housing Needs Study 2019, and County strategic plans including the Economic Vitality Strategic Plan 2019.
  - Research needs of Los Alamos County.
  - Research neighboring and similar community's Downtown Plans and land development codes
  - Analysis of plans and strategies that provide the best fit for Los Alamos County.

2. Phase I Site Analysis: Conduct a site analysis utilizing information from the site visit and constraints mapping. Existing conditions analysis and mapping should include:
  - Brief Study Area Overview
  - Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
  - Existing Land Use(s)
  - Existing Zoning
  - Mobility and Transportation Network
  - Infrastructure
3. Environmental Conditions/Constraints
4. Visioning Workshop: Provides for public/stakeholder participation to create the overall guiding vision for the Downtown Master Plan. Facilitators guide the participants through various exercises to create the thematic principles for the Plan: Vision, Goals, and Objectives.
5. Charrette: A design workshop where facilitators guide participants through a series of exercises to create alternatives for the Plan focusing on land use, mobility, economic development, infrastructure, etc. The charrette process utilizes the Vision, Goals, and Objectives created in the previous workshop to guide the development of the three alternatives.
6. Public Open House: This open house is an opportunity for the public/stakeholders to review and comment on the draft Downtown Master Plan before it moves forward to the public hearing approval processes.
7. Council Work Session: Provides an opportunity for the review and comment on the draft Downtown Master Plans before they move forward to the public hearing process.
8. Public Hearing Process: For the Downtown Master Plan to be adopted as a component of the County's Comprehensive Plan, a public hearing process is required by County Code. The Planning & Zoning Commission provides a recommendation to Council, and Council is the approval body for a Comprehensive Plan Amendment.
9. Phase II Countywide Land Use Analysis: Conduct analysis utilizing existing maps of all areas excluding downtowns for future development and/or potential infill, and utilizing feedback from County staff along with constraints mapping. Existing conditions analysis and mapping should include:
  - Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
  - Existing Land Use(s)
  - Existing Zoning
  - Mobility and Transportation Network
  - Infrastructure
  - Environmental Conditions/Constraints
10. Visioning Workshop: Provides for public/stakeholder participation to create the overall guiding vision for the new Chapter 16 Development Code: This open house is an opportunity for the public/stakeholders to review and comment on the draft Code before it moves forward to the public hearing approval processes.
11. Council Work Session: Provides an opportunity for the review and comment on the draft Code
12. Public Hearing Process: For the draft Code to be adopted as a component of the County's Comprehensive Plan, a public hearing process is also required by County Code. The Planning & Zoning Commission provides a recommendation to Council, and Council is the approval body for a new Code.

C. Outreach Efforts

1. Facilitate a series of outreach events with County staff in support:
  - Assemble a working group of key stakeholders and the general public to work with across a series of outreach events.
  - Create and maintain a project webpage providing information on project benchmarks, information, and meeting invites.

**Phase I: Project Outreach Plan: Downtown Master Plan**

<b>Meeting/Event</b>	<b>Participant/Stakeholders</b>	<b>Outcome/Purpose</b>
Kickoff with consultant	Consultant, County staff, key stakeholders?	Project SOW, goals and process, site visit, data transfer
Visioning/Research/Brainstorming	General public, and key stakeholders	Project vision and planning assumptions
Design Workshop	General public and key stakeholders	Create 3 alternative master plan scenarios
Public Open House	General public and key stakeholders	Present refined alternatives – seek feedback on preferred
Council Work Session	County Council and general public	Present refined alternatives – seek feedback on preferred
Public Hearing Process	Planning & Zoning Commission and Council	Recommendation and approval

**Phase II: Project Outreach Plan: Chapter 16 Development Code**

<b>Meeting/Event</b>	<b>Participant/Stakeholders</b>	<b>Outcome/Purpose</b>
Kickoff with consultant	Consultant, County staff, key stakeholders?	Project SOW, goals and process, data transfer
Visioning/Research/Brainstorming	General public, and key stakeholders	Project vision and planning assumptions
Code Unveiling	General public and key stakeholders	Create draft for review

Public Open House	General public and key stakeholders	Present refined alternatives – seek feedback on preferred
Council Work Session	County Council and general public	Present refined alternatives – seek feedback on preferred
Public Hearing Process	Planning & Zoning Commission and Council	Recommendation and approval

D. Downtown Master Plan Outline

1. Background and Purpose
2. Key Demographic Considerations
3. Existing Conditions and Data Analysis (appendix).
4. Thematic Principles: Project Vision, Goals, Objectives, and Assumptions (identified constraints, needs, goals, etc.).
5. Concept Development: Illustrating the process of how the final master plan was created (appendix).
6. Downtown Master Plan: Preferred master plan (out of three alternative concepts) includes:
  - i. Conceptual programming (bubble diagrams)
  - ii. A regulating plan with transects
  - iii. Density, layout, and form
  - iv. Land Use: Housing, commercial, office, civic, etc.
  - v. Mobility and Transportation Network: complete streets, street typography, TOD, parking, connectivity throughout downtown and to adjacent neighborhoods: sidewalks, transit, and trails
  - vi. Infill and redevelopment opportunities
  - vii. Recreation components/amenities and public spaces
  - viii. Illustrative, elevation, photo-simulations, and perspective illustrations etc.
  - ix. Green Infrastructure/Design: Sustainability and green building
  - x. Infrastructure: Recommended infrastructure that could be linked to the Capital Investment Plan
  - xi. Cultural Resources: Historic resources and the Los Alamos National Historic Park
7. Design Recommendations: Specific design recommendations that are necessary to achieve project success such as site layout, form, streetscapes, façade design, landscaping, trail connections, and mobility elements.
8. Implementation Plan: Specific actions that need to be carried out to realize the plan (typically in table format). It should consist of specific action items, an action description, and time frame. Consider if additional information such as area of responsibility, resources, and cost should be a part of the implementation plan. Of particular interest are those actions that the County Council should take in support of the goals outlined in the plan.

E. Chapter 16 Development Code Outline

1. Conduct community visioning process for needs and identify new code format (i.e. form based, traditional, smart growth, sustainability, etc.)

2. Draft a process or framework for a code update based on determined format
3. Background and Purpose
4. Key Demographic Considerations
5. Existing Conditions and Data Analysis (appendix).
6. Thematic Principles: New Chapter 16 Vision, Goals, Objectives, and Assumptions (identified constraints, needs, goals, etc.).
  - i. Utilizing either a rough draft or framework for the anticipated 2020 Downtown Master Plan prepare rewrite of existing Downtown District, Mixed-Use District, Neighborhood General Overlay (DT\_NGO), Town Center Overlay (DT-TCO) and Civic/Public Open Space (DT-CPO) overlay districts and associated development standards table with specific regard to the unique parking standards, mobility and transportation network, and the form-based design of both existing and infill uses.

**II. Draft Schedule**

	Feb 2020	Mar	Apr	June	July	Aug	Sept	Oct	Nov	Dec	Jan 2021	Feb	Mar	Apr	May	June /July
<b>Phase I</b>																
Kick off																
Visioning																
Design Workshop																
Refine Alternatives																
Draft																
Framework Plan																
Council WS																
Begin Public Hearing Process																
Council Approval																
<b>Phase II</b>																
Kickoff																
Visioning Workshop																
Design Workshop																
Refine Alternatives																
Public Open House/Council WS																
Draft																
Council WS II																
Begin Public Hearing Process																
Council Approval																

**Phase I:**

- A. **February 2020** – Kick-off meeting (with site tour)/background research
- March**– Visioning Workshop
- April** – Design workshop
- May** – Refine alternatives to one preferred alternative
- June** – Public Open House/ Council work session
- July** – Draft
- August** – Framework/preliminary Plan delivered
- September** – Council work session
- October** – Begin public hearing processes
- November 2020** – Approved by Council

**Phase II:**

- B. **September 2020** – Phase II kick-off/background research
- October** – Visioning Workshop
- November** – Design workshop
- December** – Refine alternatives to one preferred alternative
- January 2021** – Public Open House/ Council work session
- February 2021** – Draft
- March 2021** – Draft
- April 2021**– Council work session
- May 2021** – Begin public hearing processes
- June/July 2021** – Approved by Council

**III. Deliverables**

- A. Findings and documents from all outreach processes.
- B. A Downtown Master Plan for Los Alamos Town Site and White Rock including text, diagrams, tables, charts, recommendations, and illustrations.
- C. An updated Chapter 16 Development Code including text, diagrams, tables, charts, and illustrations.
- D. Conceptual illustrations identifying site plans, elevations, and perspective drawings.
- E. All electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- F. Take the Downtown Master Plan to Planning and Zoning Commission and Council public hearings.
- G. Take the Chapter 16 Development Code to Planning and Zoning Commission and Council public hearings.
- H. Create and maintain a project webpage for both phases of the project.

**IV. Downtown Master Plan Case Studies**

- A. Fort Collins, CO:
- B. Bozeman, MT:
- C. Burlington, VT:
- D. Farmington, NM
- E. Los Alamos County, NM (not adopted):

**V. Cost Estimate**

- A. The estimated cost to hire a consultant for creating a Phase I: Downtown Master Plan and a Phase II: Chapter 16 Development Code Update is \$200,000-300,000.

**VI. Consultant Request for Proposal Evaluation**

- A. Experience
  - 1. Fit: local experience/familiarity (do they know Los Alamos County)
  - 2. Experience with development code updates/form-based code if applicable
  - 3. Experience with high density mixed-use/housing

- 4. Experience with multi-modal systems/mobility
- 5. Design/visual expertise
- 6. Outreach experience/practices: requirement for several in-person meetings
- B. Cost: Ability to provide project deliverables in the \$250,000-300,000 range which include in-person facilitation meetings.
- C. Timeline: Ability to execute Phase I: Downtown Master Plan with an overlapping Phase II: Chapter 16 Development Code Update.

**INFORMATION RELATED TO THE SCOPE OF WORK** *Non-mandatory*

**1. This is not the Scope of Services. It won't appear in the Agreement. This is information Procurement may choose to include to help the proposer respond appropriately to a particular RFP.**

**PROPOSAL REVIEW AND EVALUATION** *Mandatory DO NOT CHANGE*

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** *Mandatory*

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 "x." 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. **{Some RFPs may result in the award of a PO instead of a formal contract. Discuss with CPO if that is the case.}**

**PROCUREMENT PREFERENCES** *Mandatory DO NOT CHANGE*

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** *Mandatory DO NOT CHANGE*

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** *Mandatory DO NOT CHANGE*

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** *Mandatory*

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "x," 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** *Mandatory*

A Campaign Contribution Disclosure Form is attached as Exhibit "x." 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** *Mandatory*

A Verification of Authorized Offeror Form is attached as Exhibit "x." 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 EVALUATION CRITERIA: PROVIDED BY PROJECT MANAGER**

	<b>Criteria</b> <i>as many as needed</i>	<b>Weighted Points</b>
<b>1</b>	Experience <b>(EXAMPLE)</b>	<b>xx</b>
<b>2</b>	Cost <b>(This Criteria Must Be Included)</b>	<b>xx</b>
	<b>Total Score</b>	<b>100</b>

Exhibit "A"  
SAMPLE  
RFP NO: 20-xx

RFP Name: \_\_\_\_\_

AGR20-



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 \_\_\_\_\_, 20xx.

**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. 20-\_\_\_\_\_ (the "RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP; and

**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 NMGR, 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 NMGR 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:** Any insurance requirements as may appear elsewhere in this Agreement are hereby amended and superseded by these requirements. Contractor shall maintain, at their own cost and expense, and in good standing, such insurance as shall protect County, its officers, officials, employees, Council members, commissions and volunteers, as well as Contractor itself and any subcontractors from and against any and all claims for damages to public and private property and personal injury, including death, to employees or to the public, which may arise from any operations under this Agreement or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the County. County will appear as "Additional Insured" on all Commercial General Liability, and Business Automobile Insurance. Any failure to comply with the reporting provisions of a policy will not affect coverage provided to County, their officers, officials, employees, Council members and commissions and volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor, Sub-Contractor(s), and their insurers shall agree to waive all rights of subrogation against the County, its officers, officials, employees, Council members and commissions, volunteers and the County's insurers for losses arising from work performed by Contractor for County. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by

either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Risk Manager, Los Alamos County, 101 Camino Entrada, Bld. 5, Los Alamos, NM 87544, via confirmed email at [steven.klepeis@lacnm.us](mailto:steven.klepeis@lacnm.us), or via certified mail.

In general, insurance is to be placed with insurers with an A.M. Best's rating of at least A-:V, although this requirement may be reviewed and modified by the Risk Manager of the County in the best interest of County. Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish Risk Manager with certificates of insurance affecting coverage required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by Risk Manager, address as above, before work commences. County reserves the right to require complete, certified copies of all insurance policies at any time.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) annual 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) annual aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance: Insert appropriate language here if applicable.**
5. **Other types of insurance which are project specific. Check with Risk Manager when needed.**

**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 "x"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 20-xx**

**RFP Name:** \_\_\_\_\_

**\*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 “x”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO: 20-xx

RFP Name: \_\_\_\_\_

**\*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.

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RFP No. 20-xx

Issued by Procurement Division: [First Initial. Last Name](#)

**“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 Maggiore; James Robinson; Randal Ryti; 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 "x"  
VERIFICATION OF AUTHORIZED OFFEROR  
RFP NO: 20-xx

RFP Name: \_\_\_\_\_

*\*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

**Exhibit "x"**  
**COST SUMMARY SHEET**  
**RFP NO: 20-XX**

**RFP Name:** \_\_\_\_\_  
 Procurement may opt to ask for cost a different way than by using this type of form, based on the project.

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$						
	\$						
	\$						