

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 663-1889

Advertised: July 30, 2021

Closing Date: August 19, 2021

Non-Mandatory Pre-Proposal Conference: August 5, 2021, at 10:00 am MT via Web Conference

Request for Proposals ("RFP")

RFP Number: 22-19

**RFP Name: Project Management and Consulting Services for Police and Fire CAD,
Mobile Software Systems, Police Records, and Jail Management**

GENERAL INFORMATION

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

Only one of the following submission methods is required:

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP22-19 Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management.** It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Annalisa Miranda, Chief Purchasing Officer, at annalisa.miranda@lacnm.us to confirm the Proposal was received.

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

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, Thursday, August 19, 2021**, will be reviewed.

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

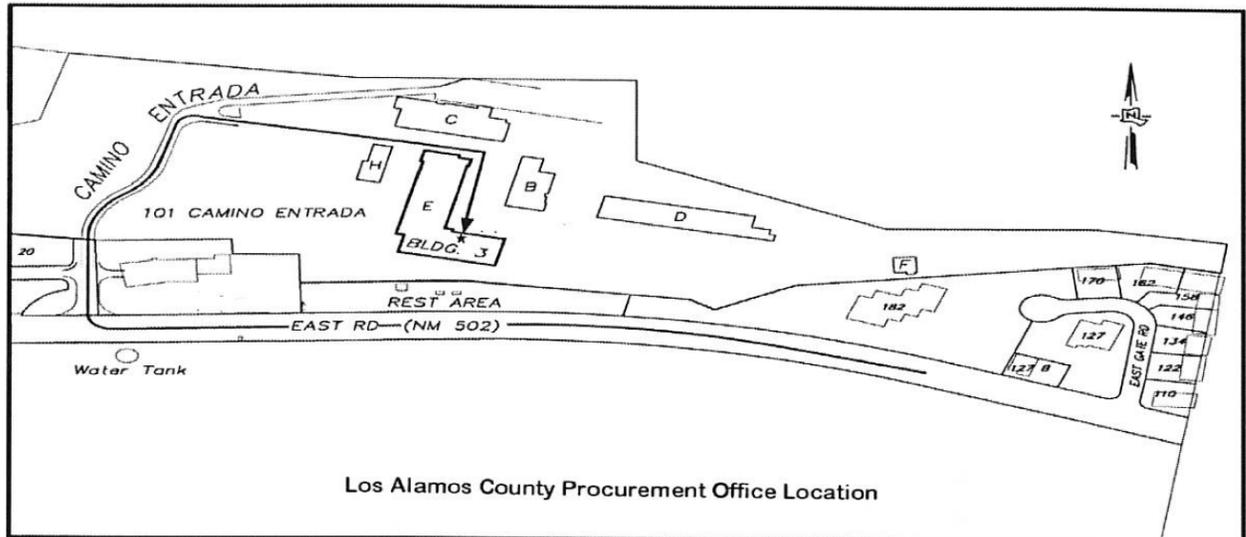
3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, four (4) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Thursday, August 19, 2021**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.

Attachment B

- 2. Turn RIGHT on Camino Entrada.
 - 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”).
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you have gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



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

Attachment B

12. County reserves the right to make a multiple source award for this procurement. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror.
13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al..
15. A non-mandatory pre-proposal conference will be held via web conference, GoToMeeting, at 10:00 am MT, Thursday, August 5, 2021. Potential Proposers/Offerors who wish to attend the pre-proposal web conference should email annalisa.miranda@lacnm.us, and provide their name, title, company name and email address.

CONTACT INFORMATION

1. For project-specific information, contact Helen Perraglio, at helen.perraglio@lacnm.us.
2. For procurement process information, contact Annalisa Miranda, Chief Purchasing Officer, at annalisa.miranda@lacnm.us, or Derrill Rodgers, Deputy Chief Purchasing Officer, at derrill.rodgers@lacnm.us.

NEED STATEMENT

1. County is soliciting proposals for Procurement Project Management, Overall/General Project Management for the life of the Project, and Consultant Services to provide solutions to a variety of issues and tasks related to the procurement and replacement of its current Computer Aided Dispatch, CAD, Mobile Software Solutions, MDS, Police Records Management Systems, RMS, and Jail Management System, JMS, with one, robust unified system, **hereafter referred to as the CMRJ** system for Fire, Police and Detention. The selected Offeror must submit to a fingerprint background check and be cleared of any felony convictions and crimes of moral turpitude.
2. County is specifically looking for a solution that will incorporate the ability to conduct Dispatch center operations from existing dispatch operation centers in Los Alamos and White Rock as well allow for the use of temporary or field deployable emergency dispatch operation centers if necessary. Additionally, the new CMRJ system shall utilize on-premises network data center with failover capabilities. There is also a potential to use County's remote network data center located in Albuquerque, in the future to provide highly reliable CMRJ related services. County has a strong preference for a commercial-off-the-shelf product that is configurable to meet Fire and Law Enforcement requirements. County is looking for a turnkey solution including software, implementation services, and long-term CMRJ software maintenance.
3. The successful Offeror(s) shall serve as overall project manager of the replacement of the current CAD, RMS and JMS systems with the desired CMRJ system from the requirements gathering, solicitation, evaluation, contract execution, implementation, and final go-live of the product. The successful Offeror(s) will work in conjunction with County's Business Manager to ensure all needs of the stakeholders are being met. **County anticipates two key phases in which the Offeror(s) shall provide consulting and project management services. Phase I shall consist of finalizing all requirements to procure and execute a final contract with a selected respondent within the established timeline. Phase II shall consist of project management services for the implementation and testing phase through go-live of the final product. County reserves the right, at its sole option, to award separate contracts for Phase I and Phase II.**

BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities,

Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

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

SCOPE OF SERVICES (or WORK)

Throughout this RFP, the terms “Consultant” and “Contractor” are used interchangeably. The selected Offeror must submit to a fingerprint background check and be cleared of any felony convictions and crimes of moral turpitude.

Using its practical experience and expertise in procuring governmental software that can fulfill County’s CMRJ needs, Contractor shall effectively research, and help to identify the appropriate software solution(s), and analyze selected software strengths and weaknesses/limitations for County. It is expected that the selected consultant will conduct a series of time intensive, on-site or virtual interviews with the primary stakeholder department’s personnel to fully assess the requirements and meet the criteria for the CMRJ system implementation. Throughout all phases, it is expected that the Contractor shall spend a significant percentage of time physically on-site on County premises. The consultant shall perform the scope of services is as follows:

1. PHASE I.

- a. Investigate and provide County with analyses of applications available in the market that may best fit the needs of County’s business operations and dedicated budget and develop a list of possible offerors,
- b. Review and facilitate the comprehensive needs assessment by facilitating meetings and requirements gathering with County project team and subject matter experts, and finalize efforts that have already been achieved to date (initial needs and requirements have already been drafted to date),
- c. Perform and finalize all necessary requirements gathering to support a competitive Request for Proposal (“RFP”) for the CMRJ product including meaningful cost-benefit elements, and providing the tools to evaluate respondents’ abilities to meet technical and non-technical requirements,
- d. Using components, feedback, and decisions made during the requirements gathering phase, oversee, facilitate, and finalize a complete, clear and specific RFP for the CMRJ product under requirements of County’s Procurement Code in conjunction with County staff,
- e. Serve on the evaluation committee, assist County in the selection process including facilitating demonstrations with respondents and County evaluation committee and provide evaluation tools to assess respondents’ abilities to meet requirements, and criteria established in the RFP, and
- f. Assist in the drafting of the final contract(s) and scope of work and facilitate negotiations to meet the required deadlines and budget for implementation of the CMRJ product.
- g. Maintain all project documentation, tools, and records to be provided to County at County’s request, and provide deliverables associated with tasks above.

2. PHASE II.

- a. Serve as County’s Project Manager for Implementation of the CMRJ product. Coordinate the implementation planning and management with the selected vendor’s PM. Responsible for managing the project scope, costs, risks, quality, schedule, execution and closing. Reports to Steering Committee regularly on project progress and facilitate decision making process. Conducts regular project team meetings to ensure tasks are performed according to approved schedule and project plan.
- b. Manage and oversee the infrastructure readiness for the new solution with County IT team. Ensure selected product meets County Technology Standards.
- c. Manage and oversee software installation with the selected vendor.

Attachment B

- d.** Manage data migration and user testing of all software components and interfaces.
- e.** Coordinate issue resolution with the respective parties in a timely manner.
- f.** Plan and conduct failover testing of the system as part of the Implementation phase.
- g.** Manage and oversee user training.
- h.** Ensure on-time and on-budget implementation of the CMRJ product.
- i.** Provide Go-live planning and transition assistance.
- j.** Ensure end result satisfaction.

PROJECT FOCUS

The current software will reach an end of life by October of 2023, and County desires a go-live date of July 1, 2023. Due to the timeline and criticality of the software on public safety operations, the following timeline has been established to accomplish the go-live:

Seq	Task	Estimated Target Date
1	Commence Project Management & Consulting Engagement	October 1, 2021
2	CMRJ RFP Requirements Gathering	Nov 30, 2021
6	Publish RFP for CAD Replacement	Dec 10, 2021
7	RFP Close	Jan 7, 2022
8	RFP Evaluation	Feb 4, 2022
9	Contract Negotiation	Feb 28, 2022
10	Council Approval	March 31, 2022
11	Begin Implementation	April 4, 2022
12	Go live	July 2023

County believes that a one-time cutover may be the most appropriate approach to the CMRJ deployment. County's concerns and goals concerning transition include:

- A. Concern - To minimize the amount of time that two systems are operating concurrently and ideally avoid this completely.
- B. Goal – Continuous availability of data for required reporting. This may require retrieving data from two systems during the transition period.
- C. Goal – Ensure continuous availability of CAD services to mobile clients with a minimum amount of disruption. County expects that Mobile users will cut-over to the new system at the same time as the dispatch center(s).
- D. Goal – Ensure call history available during and after cutover.

CORE FUNCTIONALITIES

County seeks recommendations regarding core functionalities, some of which may be expanded upon or excluded based on requirements gathering and key business decisions during the needs assessment phase.

PROJECT TEAM

County will appoint staff to serve on a Project Team, at a date yet to be determined. In addition to the above staff, a Steering Committee has been formed to provide oversight and support the direction by making strategic decisions concerning future realization of this project.

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 total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

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 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.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

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

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

ILLEGAL ACTS

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

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "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 "D." 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

Offerors shall submit a proposal to County in the format described below.

For ease of evaluation, proposal should be formatted according to the sequence below. Please refer to the Evaluation Criteria and Weighted Points. Proposals shall include, but need not be limited to, the six (6) components that are identified below. All proposals shall be in 8½ by 11 inch format. Proposals should be single spaced, excluding attachments, if any.

I. Consultant/Firm Qualifications/Knowledge/Experience

This section will summarize the consultant’s and the firm’s qualifications and experience to meet the specifications and requirements of the project. The Proposal must demonstrate subject matter expertise and sufficient knowledge to address potential issues, as well as: A) Describe the knowledge/expertise to address potential issues; B) Provide client history of similar sized projects, including population, staffing levels, annual budgets, and client references; and C) Provide a sample questionnaire of critical questions to ask of target suppliers who will respond to the RFP for the CMRJ. The following information shall be included:

1. Number of years the company has been in business.
2. Number and general description of similar projects completed.
3. In detail, describe a minimum of two (2) of projects completed and include project-specific results: on-time, on-budget, and met customer expectations.
4. Number of comparable projects in the last 5 years.
5. List names of software firms with whom you have successfully negotiated contracts
6. Disclose any legal, organizational, or marketing alliance relationships (including any business agency as broker, manufacturer, dealer, independent representative, or franchisee) your company has with suppliers of CMRJ software. Describe the nature of the relationship.
7. Disclose any conflict of interest that may potentially affect your ability to advise County on hardware, software, or service selection in an objective manner. Describe the potential conflict and any mitigating actions that would be taken.
8. Provide three to five references for similar projects. Be sure to include the name of the agency, contact information, the dates that the services were provided, and the scope of the services provided. County reserves the right to seek information from other sources in addition to the references provided.

II. Project Approach

Explain your methodology and approach for providing the services requested in this RFP. Provide a project plan and/or deliverable/milestone schedule for the project and state the expected involvement of County staff for each activity in the project plan. Provide a project schedule to outline the following (not all inclusive):

- | | |
|--------------------------------------|----------------------------------|
| 1. Kick-off | Upon final execution of Contract |
| 2. Project Management Plan/Work Plan | DD/MM |
| 3. Requirements Gathering Complete | DD/MM |
| 4. Preliminary Report Submittal | DD/MM |
| 5. Final Report Submittal | DD/MM |
| 6. Demos, etc. | |

III. References

Provide a list of at least three (3) organizations of a similar size or similar operations for which ERP consulting services have been performed within the last five years. This list shall include, at a minimum, the following:

1. Name of company or organization.
2. Contact name.
3. Contact address, telephone number and e-mail address.
4. Type of services provided.

IV. Oral Presentation

County will require an oral presentation, which will be conducted via electronic conference, and will be used to assess the suitability of the supplier in this engagement. Questions which will be asked during the oral presentation are:

1. Please describe your experience that qualifies you to perform the desired scope of services?
2. Describe the approach you will take for each Phase of the project and if you will have a dedicated team or individual to complete?
3. Please define the exact role of each team member on the project?
4. Why should County choose your firm for this project?

V. Cost

On Proposer's own documents, provide both hourly rates and detailed total costs for each section of work that supports your overall cost. The proposal should include and identify any applicable travel and/or other expenses. Pricing must be all inclusive. No additional out of pocket expenses or other costs that were not identified in the proposal will be paid. County will require monthly invoicing with itemized billing for services provided over the term of the engagement. Please prepare Cost by Phase I. and Phase II. Of the desired scope of work category. The County will evaluate for potential contract award(s) by Phase.

Attachment B

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

	Criteria	Weighted Points
1	Experience	20
2	Project Team	15
3	Scope of Services	25
4	Project Timeline	10
5	References	10
6	Cost	25
	Total Score	105

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP Number: 22-19

RFP Name: Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management

AGR22-19



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 _____, 2021.

WHEREAS, the County Purchasing Officer 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. 22-14 (the "RFP") on July 22, 2021, requesting proposals for Pueblo Canyon Trails and Skills Park Conceptual Master Plan Development, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

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

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

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.

SECTION C. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$ _____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. Monthly Invoices. Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all 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) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim or occurrence. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) 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:
Department Director
Incorporated County of Los Alamos
1000 Central Avenue
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. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable.

OR

SECTION W. 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.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

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: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____ CORPORATION
BY: _____
DATE

Exhibit "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP Number: 22-19**

**RFP Name: Project Management and Consulting Services for Police and Fire CAD, Mobile
Software Systems, Police Records, and Jail Management**
This document should be returned with RFP submittal.

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

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 22-19

RFP Name: **Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management**

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor;

"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.

Exhibit "D"

VERIFICATION OF AUTHORIZED OFFEROR

RFP Number: 22-19

RFP Name: Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

- (a) *Definitions.* For the purposes of this section:
- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
 - (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.
- (b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.
- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
 - (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.
- (c) *Preference factor.*
- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
 - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
- (1) Local business;
 - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications;
 - (2) To any purchase of goods or services in excess of \$500,000.00;
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.
- (Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

<p>Are you requesting Preference?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>By answering "yes," the bidder or offeror is submitting a written request for preference.</p> <p>A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.</p>

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 Title

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, Title 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 "E"
COST SUMMARY SHEET
RFP Number: 22-19

RFP Name: Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

1. NAME OF RFP:		2. RFP #:		
3. NAME OF PROPOSER:		4. DATE OF PROPOSAL:		
5. ADDRESS OF PROPOSER:				
BASIC SERVICES				
<i>Propose billable stages for the project. For each stage, propose total cost. If cost is to be billed at an hourly rate, include estimated hours and hourly rate. Otherwise, leave hours and rates blank.</i>				
6. PROPOSED PROJECT COST CATEGORIES	ESTIMATED HOURS	HOURLY RATE	PROPOSED COST	TOTALS
TOTAL FOR BASIC SERVICES				
SUPPLEMENTAL SERVICES				
7. SUBCONTRACTS (Identify & purpose)			PROPOSED COST	
SUBCONTRACTOR TOTAL:				
8. TRAVEL			PROPOSED COST	
A. Mileage:				
B. Per Diem: (Ref. LAC per diem policy)				
TRAVEL TOTAL:				

Attachment B

9. OTHER REIMBURSABLE COSTS		PROPOSED COST	
OTHER REIMBURSABLE TOTAL:			
SUBTOTAL OF ITEMS 6-9:			
10. GROSS RECEIPTS TAX			
11. TOTAL PRICE			
12. SIGNATURE OF PREPARER:	TITLE:	DATE:	

Attachment B

Exhibit "F"
PUEBLO CANYON DETAIL SITE MAP
RFP Number: 22-19

RFP Name: Project Management and Consulting Services for Police and Fire CAD, Mobile Software Systems, Police Records, and Jail Management

Map can be found at : http://gis.losalamosnm.us/downloads/pueblo_canyon_detail_for_rfp.pdf (57 MB)