



LOS ALAMOS

County of Los Alamos

1000 Central Ave.
Los Alamos, NM

BCC Agenda - Final

North Mesa Housing Project Committee

*Philip Gursky, Chair; Celina Morgan, Vice-Chair; Steve Boerigter;
Melanie Colgan; Denise Derkacs; Susan Fellows; John Nash; and
David Reagor, Members*

Friday, November 12, 2021

12:00 PM

Zoom <https://us06web.zoom.us/j/83575812554>

To join the webinar, please click - <https://us06web.zoom.us/j/83575812554>

*Or join by phone: Dial (for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 720 707 2699 or +1 253 215 8782 or +1 312 626 6799 or
+1 646 558 8656 or +1 301 715 8592*

Webinar ID: 835 7581 2554

1. Roll Call

2. Approval of Minutes from July 9, 2021 (Chair Gursky)

[15132-21](#) Minutes from the North Mesa Housing Committee for July 9, 2021

Presenters: North Mesa Housing Project Committee

Attachments: [A. DRAFT Minutes July 9 2021](#)

3. Discussion of REVISED RFP Scope of Work Housing Planning Study (Housing Manager, Margaret Ambrosino)

[15133-21](#) RFP 22-xxx Affordable Housing With Recurring Revenue

Presenters: North Mesa Housing Project Committee

Attachments: [A. RFP22-XX Affordable Housing With Recurring Revenue on North Mesa](#)

4. NMHC Zoom-only meetings

5. Public Comment

6. Next Meeting/Agenda items

7. Adjournment

North Mesa Housing Project Committee Draft July 09, 2021, Minutes

Members Present: Denise Derkacs, David Reagor, Steve Boerigter, Melanie Colgan, Phillip Gursky, Celina Morgan, and John Nash.

Staff Present: Paul Andrus, Director CDD; Kevin Powers, Assistant County; Attorney; Margaret Ambrosino, CDD; Adrienne Lovato, CDD; Andrea Salazar, CDD, Anne Laurent, Director Public Works Melanie Colgan, LAPS, and IT.

1. Call to Order/Roll Call

Member Celina Morgan was absent.

2. Approval of Minutes from 6-11-2021

Chair Gursky made a motion to approve the minutes.

3. Final RFP for North Mesa Housing Planning Study

Margaret Ambrosino added Member Morgan's comments including an item for traffic to/from Los Alamos Middle School. Also, Member Morgan's point to no maximum/minimum revenue, which can be removed and replace it with a to be determined level.

Councilor Reagor asked to phrase about optimizing long term income for the schools.

Chair Gursky stated that the information and charge is sell of the property is not a revenue generating event and said they can add generate optimal in the last word as an outline.

Member Colgan stated that under #3 it states that development options include long-term revenue for LAPS which is one of the goals.

Councilor Derkacs had some editorial in the needs statement adding the word 'and' before the B in parenthesis. Down on the scope of work on the first paragraph ' the county seek' should read 'the county seeks'. Some general questions on the scope of services which talks about market rate housing and then about affordable housing. Market housing can suggest pricey housing and that maybe that word be changed. Councilor Derkacs wanted clarification that in the last meeting the money that is coming from the state does specify that it would only be for lower income and affordable housing.

Chair Gursky states that the money is for lower income and affordable housing but did not want to eliminate the possibility that there might be some market rate to better generate some revenue. This task will be for the contractor to see how to balance production and development needs.

Member Nash stated that there is hesitation to limit the potential and is fine leaving the word 'market rate' and stated that Paul might have been the one to say that the committee can still use the funds from the state because at this stage the committee is exploring affordable housing and it did not exclude market rate.

Member Colgan also agreed with leaving the word "market rate".

Councilor Derkacs stated she is fine leaving the word 'market rate'.

Chair Gursky stated that leaving market rate leaves the flexibility for lot size and such. All plans will need to be approved by Council.

Member Nash asked if a vote needs to be done for the RFP.

Chair Gursky stated that this is not an action but a motion that the process is done, and a decision is not necessary.

Margaret Ambrosino stated that the process will go to the County Manager's Office, to LAPS for review and approval and then formally submitted to procurement. Director Andrus will compile a list of participants for evaluation committee. Once the form has been complete, the RFP will be put in the system and a buyer will be assigned. CDD, Legal & Procurement will work together to finalize the contract which can take from two weeks to a month. A contract should be ready by September or October and if the dollar amount triggers the \$200K threshold, it will go to Council.

Member Derkacs asked if the contract award would have to go back to LAPS.

Chair Gursky stated that the contract does not have to go back to the schools due to the funds being assigned to the County for management of this RFP.

4. Plan for Reinstatement of In-Person Committee Meetings

No meeting for August. Margaret will do an update via email mid-month on the status of the RFP.

5. Public Comment

No Public Comment currently.

6. Next Meeting Date/ Agenda Items

Return in September via zoom.

7. Adjournment

12:00

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 662-8191

Advertised: TBD

Closing Date: TBD

Non-Mandatory Pre-Proposal Conference (Virtual Meeting): TBD

Request for Proposals ("RFP")

RFP Number: 22-XX

Master Planning Services for Affordable Housing with Recurring Revenue on North Mesa

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-XX Affordable Housing with Recurring Revenue on North Mesa**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Senior Buyer, at jaime.kephart@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, TBD** will be reviewed.

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

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) 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, TBD**
4. **TBD**, 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.
5. Directions to Procurement office:

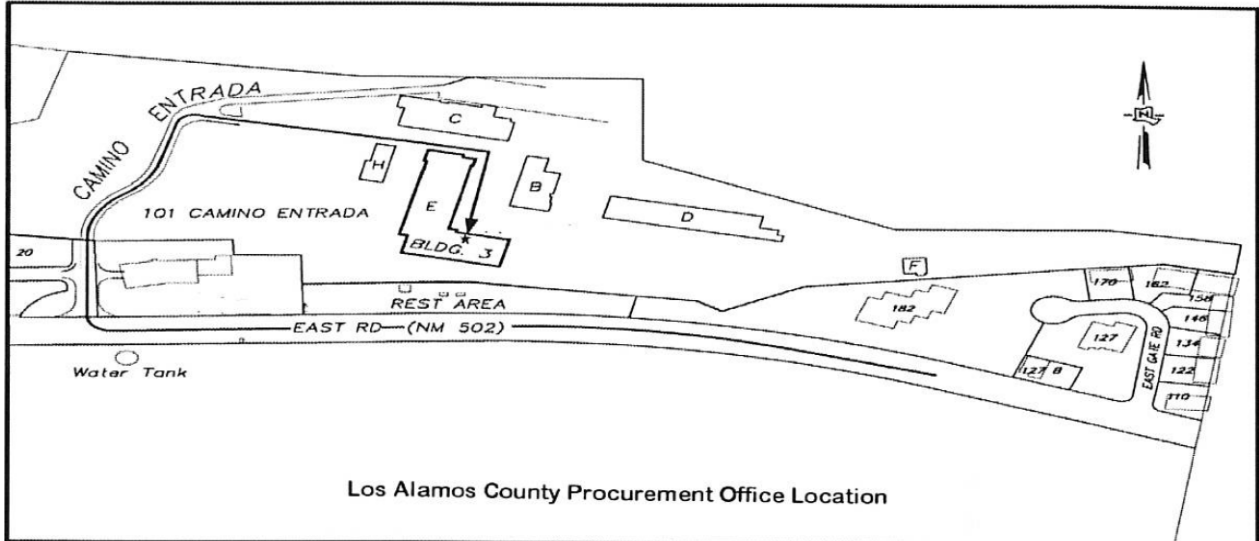


- Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- 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’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



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

12. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror.
13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. 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 Meeting will be held on TBD, at 10:00 a.m., Mountain Time. Please contact Jaime Kephart, Senior Buyer, at the phone number or e-mail address below to receive information to join the virtual meeting through GoToMeeting.**

CONTACT INFORMATION

1. For project-specific information, contact Margaret Ambrosino, Project Manager, at margaret.ambrosino@lacnm.us; (505) 662-8116.
2. For procurement process information, contact Jaime Kephart, Senior Buyer, at jaime.kephart@lacnm.us; (505) 662-8191.
3. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

https://www.losalamosnm.us/government/departments/administrative_services/procurement/bids_rfp_s

NEED STATEMENT

The Incorporated County of Los Alamos ("County") seeks research on a ±29-acre vacant parcel of land to contain the following: (a) market analysis to recommend a housing product mix on affordable and/or workforce housing; (b) generation of recurring revenue for the Los Alamos Public Schools (LAPS); and (c) legal and taxation review of the proposed alternatives. The desired outcome of this solicitation is to demonstrate ultimate feasibility of a certain number of housing units that generates revenue for LAPS and that will be transformed into a future master plan. The Offeror may utilize some of the recommended densities and dwelling units per acre as reflected in the initial DPS study and may also show more than one concept. This research shall be presented for approval to the Los Alamos County Council ("Council")

and LAPS. This proposal is a necessary next step for the landowner to contemplate future development and master planning to include other future requirements as stipulated in a Memorandum of Agreement. Thus, it does not constitute ultimate development rights for the successful Offeror of this RFP. This project shall be completed in 120 days from contract execution.

BACKGROUND

The County has experienced an ongoing shortage of available housing for all residents. A 2019 Housing Needs Assessment identified a shortage of over 1,600 housing units for all Area Median Income (AMI) segments of our population. In 2020, the County contracted with a design firm, Dekker/Perrich/Sabatini (DPS), to further explore the existing housing shortage and a projected increased demand, with a specific focus on ±29 acres of vacant land owned by the Los Alamos Public Schools (LAPS). The purpose for this initial study was to introduce concepts to the community, demonstrating how housing might work on one of the largest currently developable vacant parcels in the County. This study also explored how a development could provide housing for the "missing middle" which, for purpose of the study was defined as workforce housing for the community to include LAPS employees as a means of addressing job retention concerns; it also referred to housing more dense than single-family lots, including cottages or other cluster-type single-family housing that is

compatible in scale to single-family housing, but also as a density transition from single to multi-family units.

Three housing concepts were presented to the public, and the study incorporated community input via Council and LAPS-hosted open houses. Both studies can be accessed on the County's Community Development website at the address below.

https://www.losalamosnm.us/government/departments/community_development/Housing

The findings of the preliminary North Mesa Housing study summarized the following set of goals:

1. Addressing the community-wide need for affordable housing.
2. The need for LAPS to generate recurring revenue.
3. Provide a mix of quality housing types for various households.
4. Balanced development to address traffic impacts.
5. Incorporate amenities to include community/school uses, trails and parks.
6. Employing sustainable development.

This work also contained conceptual designs representing broad-based community input to enable LAPS to determine whether or not to proceed; and identified the possibility of building at densities between 7-12 dwelling units per acre (DPS North Mesa Study, 2020). Also identified was the next step of executing a [Memorandum of Agreement \(MOA\)](#) between the County and landowner. LAPS outlined specific services to be procured, which has been completed and can be on the County's Community Development Website at the address shown above. Utilizing the technical and development expertise of the County and with initial feasibility determined, LAPS and the County wish to obtain options for a recurring revenue structure with a corresponding housing unit mix. Therefore, the County seeks interested Offerors to assist in this next phase of research.

PROJECT ASSUMPTIONS

As restated from the MOA under Section 2. Party Interests, both LAPS and the County consider the following points for the next step of research:

- Options for creating a means for recurring revenue for LAPS that will support its ongoing operations;
- How to best utilize any legislative appropriations, loans, and/or grants awarded specifically for this project towards the identified costs.

SCOPE OF SERVICES (or WORK)

Expanding on the Need Statement, this solicitation requires preparation of a financial feasibility model or models for a housing mix that will create options for LAPS to contribute towards the accommodation of the existing housing shortage. At this stage, this research is intended to address the business need for LAPS reflecting a unit mix with a corresponding annual revenue structure. This research is intended to create baseline data on unit numbers and revenues for LAPS to consider moving forward prior to commencement of a master plan. This housing unit mix must demonstrate an annual revenue structure for LAPS into the future. The successful Offeror will provide the following:

- 1) A housing unit mix of affordable, workforce and market rate housing contained within approximately 29 acres of vacant land
 - a) Housing mix option(s) may/may not contain mixed-uses (residential with commercial);
 - b) Unit mix shall include number of units and tenure (single-family homes, single-family attached dwelling units and multi-family apartments) as necessary to address the missing middle concern;
 - c) Unit mix shall include rental and/or home purchase options that cover Los Alamos County Low Income (up to 80% AMI) and Moderate Income (up to 120% AMI) as determined by [the most currently available HUD Income Limits](#) (available on the County's Community Development website at the address above); market-rate units may also be included above the 120% AMI as needed to preserve revenue generation options. The mix may consider 4% or 9% Low Income Housing Tax Credit (LIHTC) options.
 - d) The proposed development option shall satisfy the State Board of Finance regulations.

RFP No. 22-XX

Issued by Procurement Division: J.Kephart

- 2) Development option(s) shall include a long-term revenue generation model benefitting LAPS that may include, but not be limited to, long-term lease of land for development or other such model with inflation factor; these shall demonstrate long-term revenue options that still preserve long-range, continued affordability of the units; this may take the form of a land trust model.
- 3) Recurring revenue model shall be configured to detail a plan for long-term management, including how an entity can perform this function on behalf of the landowner (LAPS).
- 6) Demonstrate expert understanding of mortgage financing including HUD financing, State of New Mexico land use law(s), State Board of Finance regulations, and those pertaining to public school-owned property, utilizing legal counsel as needed.
- 7) Demonstrate understanding of site and market conditions and work with staff and possibly the North Mesa Working Group to present option(s) with corresponding financial revenue models for consideration.

COST

Services shall not exceed \$120,000 not including NMGR.T.

IMPORTANT DATES

The dates of the RFP process are tentatively planned as follows and may be subject to change:

Advertise RFP	September 3, 2021 TBD
Pre-proposal Meeting	September 16, 2021
Date Proposals Are Due	September 30, 2021
Proposal Evaluation & Selection	September 30 — October 7, 2021
Contract Preparation Period	October 7 — November 5, 2021
Council Agenda Packet Due Date	November 5, 2021
Council Meeting to Award Contract	November 16, 2021

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 the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

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

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 the County in the format described below.

Offerors shall include, but need not be limited to, the following eight (8) components (in addition to the attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below. Information provided for this and the following sections may be used in the contract between the successful Offeror and the County.

1. Introduction and Statement of Qualifications
2. Project Team
3. Past Performance – Offeror’s Proposal shall include, but shall not be limited to:
 - a. Experience modeling recurring revenue generation for land developments.
 - b. Experience with high-density housing market mix, possibly including mixed uses, or as needed to complement the recurring revenue as proposed.
4. Project Understanding & Approach – Offeror’s Proposal shall include, but shall not be limited to:
 - a. Preservation of long-term affordability.
 - b. Recurring revenue model option(s)
 - c. Corresponding housing numbers/mix. This is based on numbers and is not a master plan at this stage.
5. Cost – Offerors shall Propose, in their own document, costs for all services, defined clearly in individual line items, which shall include costs for subcontracted expertise of subject matter professionals in master planning of missing middle housing, finance and revenue growth, legal counsel.. Offerors shall include costs for reimbursable expenses.
6. Appendices (Forms, Resumes, etc.).

DOCUMENTS TO SUBMIT WITH PROPOSAL

1. Any deviations to Exhibit A: Sample Services Agreement, identified in track changes.
2. Exhibit “B”: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
3. Exhibit C: Campaign Contribution Disclosure Form

4. Exhibit E: Verification of Authorized Offeror

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

Criteria (weighted score)		Points
Experience & Approach		70
1	Experience modeling recurring revenue generation for land developments.	25
2	Approach to housing market mix for affordable housing and preservation of long-term affordability.	25
3	Capacity and Experience: dealing with state and local legal requirements	20
	Quality and content of Proposal Format. Scoring criteria includes: a. Effectiveness, conciseness, and completeness of information. b. Legibility and general presentation. c. Inclusion of all elements described in the Proposal Format Section, sequenced in the proper order.	10
Cost		20
TOTAL SCORE		100

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP NO: 22-22

RFP Name: Master Planning Services for Affordable Housing with Recurring Revenue on North
Mesa

AGR22-XX



**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, 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. 21-_____(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"); 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

[FOR CONTRACTS MORE THAN \$50,000.00] -- WHEREAS, the Board of Public Utilities 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 ("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: 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) 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) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** Insurance with the following minimum coverage: ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) ANNUAL AGGREGATE. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this agreement and for a period of at least five (5) years thereafter.

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

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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

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

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

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

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

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

SECTION R. TERMINATION:

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

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

County:

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

Contractor:

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

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the 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 NO: 22-22

RFP Name: Master Planning Services for Affordable Housing with Recurring Revenue on North
Mesa

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 NO: 22-22**

**RFP Name: Master Planning Services for Affordable Housing with Recurring Revenue on North
Mesa**

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.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "D"

VERIFICATION OF AUTHORIZED OFFEROR

RFP NO: 22-22

RFP Name: Master Planning Services for Affordable Housing with Recurring Revenue on North Mesa

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)

Are you requesting Preference?

☐ YES

☐ NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

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