

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 663-3507

Advertised: October 7, 2021

Closing Date: October 28, 2021

Request for Proposals ("RFP")

RFP Number: 22-39

RFP Name: Visitor Center Services

GENERAL INFORMATION

- 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:

- ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP22-39 Visitor Center Services.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Derrill Rodgers, Deputy Chief Purchasing Officer at derrill.rodgers@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, October 28, 2021** will be reviewed.

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

- 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, October 28, 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.

- Directions to Procurement office:



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

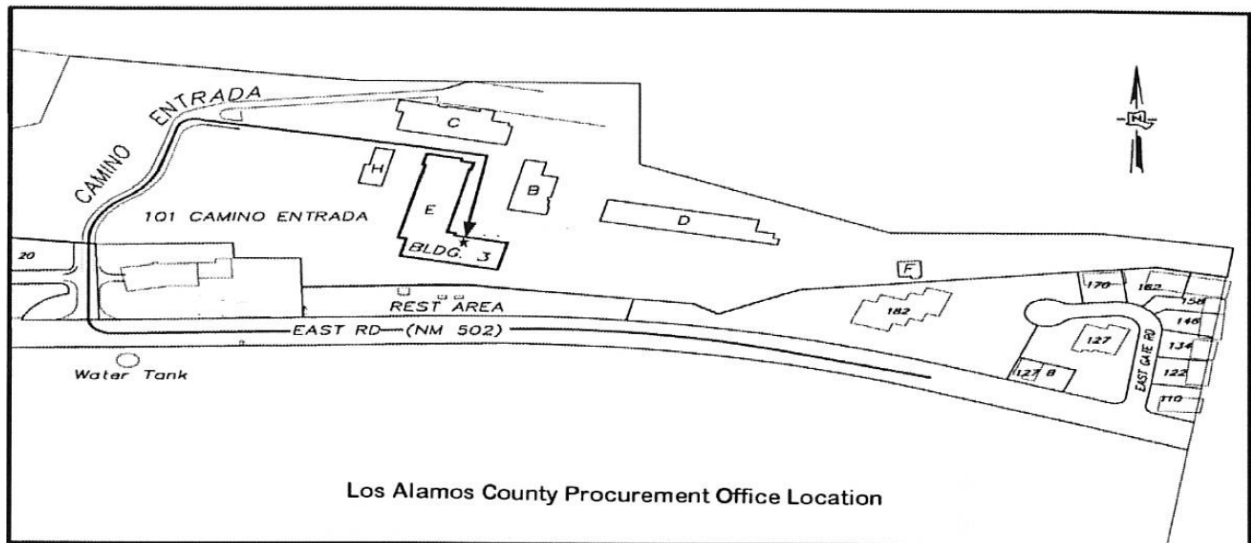
- o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- o Road slopes downhill and curves to the right.

- ➡ 3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
- 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 eight (8) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the 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. 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.
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..

CONTACT INFORMATION

1. For project-specific information, contact Kelly Stewart, at kelly.stewart@lacnm.us; (505) 412-3410.
2. For procurement process information, contact Derrill Rodgers, Deputy Chief Purchasing Officer at derrill.rodgers@lacnm.us; (505) 663-3507.

NEED STATEMENT

County is seeking contractor(s) to provide specific services that promote and support a consistent, positive visitor experience in Los Alamos County at every established portal, including but not limited to the visitor website and all aspects of visitor center signage, exhibits, facilities, services, processes, logistics and staffing support. Services shall include operation and management of two (2) Visitor Centers; distribution of information to orient visitors to the community and its cultural, historic, scenic, recreational, and commercial offerings in a positive and proactive manner; creation and maintenance of visitor information website; support tourism and destination promotions; and providing a positive visitor experience. Contractor shall maintain records of expenses, supplies and visitor origin/destination/activity data. Contractor may be required to staff booths and perform promotion services at booth space at special events throughout the state, such as the State Fair and the Albuquerque International Balloon Fiesta. In addition, Contractor shall perform group marketing services, including identification of and promotion to tour operators and event planners, and coordination of lodging, meeting space, events and activities and special services for visiting groups.

BACKGROUND INFORMATION RELATED TO THIS RFP

Situated at the base of the Jemez Mountains in beautiful northern New Mexico, Los Alamos is a town of about 18,000 residents which includes the community of White Rock. Having grown out of the Manhattan Project in the 1940s, the community is known worldwide for its scientific and technological accomplishments. Los Alamos offers a fascinating legacy of world-changing science and technology, an international population, world-class cultural activities, uncommon high-altitude recreational opportunities, and small-town friendliness - all in a spectacular natural setting.

At 7,245 feet altitude, Los Alamos is “big pine” country, providing a wealth of high-altitude recreational resources, including:

1. Pajarito Mountain, located five (5) miles from downtown Los Alamos, accommodates downhill and cross-country skiing, snowboarding and snowshoeing in the winter, mountain biking in the summer and fall, and hiking year-round;
2. Los Alamos County Golf Course, an 18-hole, par 72;
3. Larry R. Walkup Aquatic Center, featuring a 50-meter, Olympic-size pool (used by Olympic athletes from around the globe), a therapy pool, and scheduled events and activities;
4. Los Alamos County Ice Rink, the only refrigerated, NHL regulation, outdoor ice rink in New Mexico; and

5. More than 150 miles of County network and U.S. Forest Service trails that traverse through and around Los Alamos.

Cultural activities abound with concerts, art fairs and exhibits, lectures, festivals, dance performances and theater events scheduled throughout the year. There are several tourist attractions in the County which include:

1. Bradbury Science Museum
2. Los Alamos Nature Center
3. Los Alamos History Museum
4. Fuller Lodge and Art Center
5. Ashley Pond Park
6. Historic Walking Tour
7. Mesa Public Library Art Gallery

Los Alamos is also the “Gateway to Three National Parks”: Bandelier National Monument (BNM), Valles Caldera National Preserve (VCNP) and Manhattan Project National Historical Park (MPNHP). VCNP and MPNHP were both established in 2015.

The downtown areas of Los Alamos and White Rock are designated as a MainStreet District and downtown Los Alamos is also one of the nation’s few arts and culture districts that is a state-designated “Creative District” due to the unique influence of science and innovation in its arts and culture scene. Programs for each district provide for many of the unique events at businesses and attractions in Los Alamos’ town center.

The Los Alamos MainStreet District and Program is designated and accredited by the New Mexico MainStreet (NMMS) program, under the New Mexico Economic Development Department. The Los Alamos Creative District is designated and accredited by New Mexico MainStreet, Department of Cultural Affairs divisions: New Mexico Arts and Historic Preservation, Tourism Department, and the McCune Charitable Foundation. The New Mexico Arts Commission is the state authorizer for new Arts & Cultural Districts while New Mexico MainStreet administers the program.

Los Alamos MainStreet’s mission is to create a strong economic business climate while preserving cultural and historic resources. Both the MainStreet and Creative District programs are funded, in part, by Los Alamos County’s Economic Development Division via a sole source contract with Los Alamos MainStreet, a program of the Los Alamos Commerce and Development Corporation. For MainStreet, LACDC conducts meetings with the MainStreet Futures group of local business interests, administers promotion grants for local events and organizations within the District and executes County-directed programs, projects and community events (e.g., Halloweekend, WinterFest), as well as the County’s signature event: ScienceFest. For the Creative District, LACDC curates, coordinates and executes events in the District that capitalize on the strong influence of science and history on Los Alamos’ arts and culture scene.

Los Alamos continues to build its local tourism economy infrastructure through the implementation of a Tourism Strategic Plan, accepted by the County Council in February 2018. The plan provides a strategic framework with goals and tactics that guide and provide direction to the County as we optimize tourism economic development. The plan recommends a focus on the three strongest components of Los Alamos’ tourism offerings — outdoor recreation, history and science. This complete plan is available at https://www.losalamosnm.us/government/projects/economic_development_projects/tourism_strategic_plan.

Currently, the County contracts for the operation and management of the County’s two visitor centers. The service agreement includes: visitor assistance, distribution of visitor information, management of a visitor website, as well as coordination with specific state and regional tourism advertising and marketing efforts. The Visitor Center Contractor also is responsible for collecting and reporting data from visitors at the centers, the website and the Facebook page. The County also administers a separate contract for Tourism Marketing services. Close collaboration and coordination between the contractors that provide

visitor center operations and management and tourism marketing are critical to the County's goals and objectives for developing and increasing tourism.

Both contracts are administered and managed by the County's Economic Development Division, and funded by Lodgers' Tax revenues and the Economic Development Fund.

The Tourism Marketing and Visitor Center contracts are also provided guidance from the Lodgers' Tax Advisory Board ("LTAB") which is appointed by the County Council and charged with advising the County Manager and Council on the expenditures of 5% Lodgers' Tax received from the local lodging establishments for advertising, publicizing and promoting tourist attractions and facilities in and around the County. Per State statute and County code, the Board is limited to five members; two representing the lodging industry; two representing tourist-related industries; and one resident representing the community "at large". LTAB meets monthly and provides the forum for discussion of trends, needs and strategies for developing the tourism industry in Los Alamos. Both the Tourism Marketing and Visitor Center contractors attend all meetings (either in person or remotely) to discuss strategy and present ideas and plans for creative.

The County brand, approved by the Los Alamos County Council in 2016 and defined below, is being implemented according to a Brand Action Plan (approved by Council in April 2017), with guidance from the Brand Style Guide and the BrandPrint™ research report. A service agreement is currently in place with HK Advertising and The Idea Group for Brand Implementation services. Marketing of the brand to the local community, tourists and other visitors, and prospective new talent and businesses, is supported over the next five (5) years with funds earmarked in the Economic Development budget.

BRAND PLATFORM STATEMENT

Target Audience:	For those who never stop questioning what's possible.
Frame-of-Reference:	Los Alamos County, in the elevated outdoors of northern New Mexico and home to the Los Alamos National Lab.
Point-of-Difference:	Is where some of the world's best brains power the breakthroughs that shape our world.
Benefit:	So you are challenged to think bigger and live brighter.

SCOPE OF SERVICES (or WORK)

Los Alamos County requires visitor orientation services by an independent contractor through management of two (2) visitor centers, a visitor website, materials distribution, fulfillment of visitor guide and materials requests from the public, cooperative activities with the County's Tourism Marketing Services contractor and other partners, as well as reporting, assessment and strategic functions and activities to monitor performance and return on investment.

1. Visitor Center Management

- a. Successful Offeror shall manage and operate visitor centers at two (2) physical location(s) within the County:
 - i. White Rock Visitor Center ("WRVC"), a County facility located in White Rock, north of State Road 4 and west of the White Rock Fire Station 3 at physical address 115 State Road 4; and
 - ii. Los Alamos Visitor Center ("LAVC"), a County facility located at 475 20th Street, Suite A.
- b. The White Rock Visitor Center is scheduled to undergo a renovation/refresh design and implementation projected to be solicited in FY2022. Aspects of the project will be adapted to the Los Alamos Visitor Center for brand consistency and to connect the visitor experience. The current downtown location of the Los Alamos Visitor Center is considered temporary and may be relocated during the term of the awarded contract, resulting from this solicitation, to another location as recommended in the Los Alamos Tourism Strategic Plan. In the meantime, the County

expects the selected contractor to suggest a layout and operations to optimize the visitor experience at both current locations.

- i. As part of the Proposal, Offeror shall recommend layout, use and operations for each visitor center area to support a positive, customer-focused, and meaningful experience to the visitor and through the Los Alamos area and attractions, beginning with finding, accessing, parking, and entering each visitor center.
- ii. Once inside, the proposed layout and operations of each center shall facilitate welcome and orientation (to the state, to the nearby National Parks, to area attractions and landmarks) for the visitor, offering defined access to staff, restrooms, information, and exhibits. Exhibits and their placement shall be engaging, informative and inspiring.
- iii. Immersive or experiential exhibits are desired, as is a mechanism that allows customized itinerary building with or without the assistance of visitor center staff. The layout, use and operations suggested for each visitor center shall endeavor to strike a balance between content delivery/engagement and regrouping/logistical stop, providing the visitor clear options to control their experience at the visitor center.
- iv. Based on the physical layouts and capacities of each location (Exhibit "F"), recommend traffic flow guidance for low and high capacities that best supports a positive, safe visitor experience that is easily managed by staff and volunteers. Current industry standards and best practices shall also be considered in proposed layout and use/operations narrative.

2. Provide Visitor Assistance Services

The successful Offeror shall recruit, hire, train and develop sufficient and effective employees and/or volunteers to staff the two (2) visitor centers. Current staffing consists of at least two (2) people being available during operating hours at each visitor center. The successful Offeror shall:

- a. Provide staffing ("Staff") necessary to assist and facilitate a positive experience for visitors and potential visitors via telephone, e-mail, internet posts and in person, adjusting numbers and staff location per visitation trends (See 10).
- b. Provide Staff (employees and volunteers) that have a positive regard for Los Alamos and enthusiasm to share it with any and all visitors to the centers.
 - i. Staff shall be trained to understand that each visitor/group may be coming to the visitor center at a different point in their journey and following a warm welcome and orientation of where they are in the state/region/County.
 - ii. Staff shall be trained to ask leading questions to ascertain how long they've been traveling, how long they plan to stay and what brings them to Los Alamos and tailor recommended services accordingly—restroom? Visitor materials? Itinerary customized to their interests? A moment to regroup?
 - iii. Staff shall manage visitor expectations by providing accurate information without disparaging any local attraction, business or individual.
- c. Ensure that Staff is familiar with tourism assets and resources, as well as the visitor materials (maps, brochures, itineraries, surveys, etc.) produced by the County for the purpose of orienting visitors and providing logistical and educational information according to the visitors' available time, needs and interests.
 - i. Staff shall establish a repository for changes and updates to visitor attractions, events, businesses, exhibits, road detours, closures, bus schedules, etc. All Staff shall check the repository prior to shift and update, as needed, during and after their shift.
- d. Staff shall offer information regarding additional experiences *time allowing* or when they return. Offer the Walk & Shop guide for meals/snacks during their visit—calling to confirm hours, menu, if appropriate. Assemble the visitor brochures as you help them build their itinerary, highlighting

relevant sections, maps, the visitlosalamos.org website and the number of the visitor center should they have questions during their visit.

- i. Staff shall ask visitors to participate in a short survey and document visitation data. In addition to survey, Staff shall also document observations and feedback regarding visitor materials and tools and the successful Offeror shall relay feedback immediately to the County Project Manager for consideration for updates or new tools to be developed.
- e. Assist the County to identify and establish relationships with a network of trusted sources for updated and accurate information regarding Los Alamos attractions, events, programs, guided tours, self-guided itineraries, and hospitality businesses (lodging, restaurants, shopping services).
- f. Staff shall be familiar with all visitor information resources, including but not limited to the official visitor website (visitlosalamos.org), all visitor materials and event calendars so they can make every effort to track down information for visitors.
 - i. Offeror will ensure that accurate information and updates are conveyed to all visitor platforms, including the visitor website, visitlosalamos.org and to County's Project Manager for updates to visitor materials. Staff, as the receiver and conveyer of new tourism and hospitality information, is integral to this process and will verify new or different information with the appropriate resources before sharing it with the network sources and resources, and visitors.
- g. Contractor shall work with the County to identify mandatory training classes, including customer service best practices, as well as trainings regarding specific attractions and offerings. Trainings shall occur as part of onboarding, plus an additional two trainings per year, to keep staff up-to-date on County's customer service expectations, including brand messaging, visitor experiences/offerings and new or changed hospitality and attractions services. Training shall be developed with input from County and shall be reviewed and approved by County's Project Manager.

3. **Establish/Maintain Visitor Center Operations.**

- a. Keep the visitor centers open every day and for the times outlined below, except the following three (3) major holidays: Thanksgiving Day, Christmas Day, and New Year's Day, always providing advance notice of holiday closures on available communications tools, including signage, materials, website, Facebook, Instagram, outgoing phone messages, and any other interfaces that visitors may encounter.

Los Alamos Visitor Center	
Monday thru Friday	9:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 4:00 p.m.
Sunday	10:00 a.m. to 3:00 p.m., except holiday closures
White Rock Visitor Center	
High Tourist Season (Coincide with Bandelier Shuttle Operation – mid-May to mid-Oct)	
Every Day	8:00 a.m. to 6:00 p.m., except holiday closures
Low Tourist Season November 1 through the preceding Memorial Day	
Every Day	10:00 a.m. to 2:00 p.m., except holiday closures

- b. In the case of unanticipated closures due to weather or other emergency, successful Offeror shall establish and manage a process for notifying the County, staff, and the public via signage and outgoing messages on phones, website, Facebook, and Instagram.
- c. Maintain at each facility at least one (1) published local telephone line and one (1) published toll-free phone number for visitor inquiries that is answered year-round. After hours, an answering service shall be available to provide hours of operation, website address, and ability to leave messages for the potential visitor to receive a call-back within a 24-hour period except for major holidays (See A. 3. a.), snow closures, and/or upon the County's designated request or approval. For all closures, selected Contractor shall post signs and messages on all visitor information

- interfaces, including visitor center doors, outgoing voicemail message(s), Facebook or other social media forums, website, and any other applicable interface.
- d. Provide and pay all telephone charges, including installation, line, and long-distance charges, and for any costs for phones and related equipment.
- e. Establish and pay for Internet service facilitating communication between visitor center offices.
- f. Provide and pay for Internet service that is accessible to the public (at no cost).
- g. Agree upon a set schedule to provide service, seven (7) days per week (except circumstances listed under item A. 3. a. and c.

4. Deliver and Manage Visitor Information

The successful Offeror shall display, distribute, maintain, document, and monitor quality and quantities of designated Los Alamos visitor materials, as well as distribution rates/trends at each of the distribution outlets identified by the County. Specifically, the successful Offeror shall:

- a. Distribute visitor information as prescribed by the County, including the Los Alamos Adventure Guide, designed to inspire interest in researching and planning a trip to Los Alamos and to be distributed outside the Los Alamos area (60-mile radius) and in response to potential visitor requests via phone, internet or mail. Successful Offeror shall document names and addresses of requesters for purposes of documenting origin of requests and shall respond within a maximum one-week period.
- b. Coordinate with local event organizers to distribute tourism campaign materials to event participants and other potential visitors.
- c. Produce Visitor Information Delivery and Management Plan that documents all distribution outlets identified by the County, as well as contact points and information for each outlet; defines how successful Offeror will ensure that each distribution point is fully stocked (capacity) with quality print materials in a location and manner that is engaging and attractive, including condition of kiosk/display and signage; and defines metrics to inform the County's decisions regarding print quantities and budget, as well as kiosk locations and signage. Contractor shall include metrics in the monthly visitation reports, including quantities distributed via kiosk versus events. The Los Alamos visitor information distribution points include but are not limited to the following:
 - i. County-owned indoor and outdoor kiosks in and around the Los Alamos area
 - ii. The Albuquerque International Sunport and the Santa Fe Regional Airport
 - iii. Hotels, visitor centers and events throughout the state via contract with distributor Fun and Games
 - iv. New Mexico Tourism Department's visitor centers throughout the state
 - v. Visitor requests via e-mail, mail, and telephone, documenting names and addresses of requesters for purposes of documenting origin of requests and shall respond within a maximum two (2) week period
 - vi. Local events that solicit participation from visitors outside the County/state for which Contractor shall schedule outreach to organizers to increase quantities at specific outlets
 - vii. Tourism events—State Fair and Balloon Fiesta—for which the County has tourism marketing booth presence; coordinate with County to deliver quantities
 - viii. Regional/Statewide events via Fun and Games or identified by County and local partners
- d. Develop a Visitor Information Delivery and Management Plan that documents all distribution outlets identified by the County, as well as contact points and information for each outlet; defines how Contractor will ensure that each distribution point is fully stocked (capacity) with quality print materials in a location and manner that is engaging and attractive, including condition of kiosk/display and signage; and defines metrics to inform the County's decisions regarding print quantities and budget, as well as kiosk locations and signage. Contractor shall include metrics in the monthly visitation reports, including quantities distributed via kiosk versus events.

5. Maintain Visitor Website and Assist in Transition to New Website Platform

The successful Offeror shall:

- a. Support and maintain the official visitor and tourism website, visitlosalamos.org, on the current website platform hosted by the tourism marketing services contractor the format shall be easy to read on all devices as well as in print and be mobile device friendly, per County Project Manager approval. The site shall use the County's approved community brand logo, colors, and other style elements that identify the visitor advertising as adopted by the tourism marketing plan and the New Mexico Tourism Department's New Mexico True campaign.
- b. Monitor the website a minimum of twice (2) per week to ensure that the information on all pages is accurate, updated and consistently presented in compliance with the County's brand standards and campaign requirements. This will require coordinating and cross-checking with existing program and event information sources, including County, Los Alamos MainStreet and Creative District programs, New Mexico Tourism Department, and the community calendar. Information should mirror, to the extent practicable, the content in the Visitor Guide, as well as augmenting the website with active links to other visitor-related or Los Alamos websites, including but not limited to the State of New Mexico Tourism Department, Los Alamos County, Pajarito Mountain, Valles Caldera National Preserve, Bandelier National Monument, Manhattan Project National Historical Park, Bradbury Science Museum, Nature Center, History Museum, County lodging establishments and other visitor hospitality businesses.
- c. Update the site to provide current and comprehensive information for prospective visitors. Content shall encourage easy access to all County assets, attractions, events, and hospitality services. The website is expected to be easy to navigate and geared to prospective visitors unfamiliar with Los Alamos.
- d. Respond to County's requests for changes or corrections to the website within two (2) business days or within twenty-four (24) hours with an email either confirming that either the changes have been made or a deadline by which time the changes shall be made. Selected Offeror shall send confirmation email when changes have been completed. It is the intention of the County to develop a new website during the term of this contract.
- e. As part of that effort, the successful Offeror shall:
 - i. Assist in the transfer of data and content to the new website manager.
 - ii. Provide feedback and input as part of new website development.
- f. County anticipates a future solicitation for a redesign of the tourism and visitor website, pending the result of this solicitation, website maintenance under the Agreement for Visitor Center Services may be discontinued.

6. Event and Group Marketing

The selected Offeror shall provide event and group marketing services.

- a. **Event Support.** As part of Proposal, Offeror shall develop a plan and process for coordinating community and business support for local event participants and spectators to enhance their experience and encourage them to expand their stay and/or intent to return, using the following tactics:
 - i. Coordinate with the Events Support Work Group of the County's Tourism Implementation Task Force to obtain event list, organizer contact information and general information regarding gaps and opportunities.
 - ii. Develop a plan for County Project Manager approval that proposes an efficient process for (1) coordinating with local organizations that sponsor recreation and cultural events to reach out to their participants; (2) coordinating with businesses and preparing the community in advance of an event; and (3) welcoming participants and stakeholders, in advance and in town, in a visible, engaging way that encourage visits to businesses and attractions during their stay. Tactics may include but will not be limited to: advance outreach and information delivery to event participants, production and posting of customized banners and posters

throughout the County, coordination with hospitality businesses, attractions and organizations to provide special services and hours during event to encourage extension of visit.

- b. **Group Marketing.** As part of the Proposal, Offeror shall include a plan for proactively identifying, establishing communications, and promoting and delivering services to tour operators and meeting planners, including Los Alamos National Laboratory divisions and associations.

7. Support Destination Development Projects

County may request review and input from the Selected Offeror regarding projects designed to improve the visitor experience via stakeholder meetings held in conjunction with schedule LTAB meetings. Projects may include but are not limited to the following:

- a. White Rock Visitor Center/Experience Refresh.
- b. White Rock Visitor Center Restrooms and Vendor Pad Design/Build.
- c. Wayfinding Implementation.

8. Participation in Partnership Activities

Selected Offeror shall collaborate with strategic tourism plans, programs, and partners to ensure coordinated, consistent, quality implementation and assessment of tourism/destination branding, and marketing efforts as defined by the current Los Alamos Tourism Strategic Plan and the Brand Action Plan, as well as local, regional, and state tourism and hospitality entities and contractors.

9. Grant Program Applications

The selected Offeror shall coordinate with the County's Project Manager, the Tourism Marketing Services contractor and grant program source organizations on grant applications, submittals, execution and reimbursement submittals, if required, for grant programs that assist in the marketing and execution of tourism events and promotions and are mutually agreed upon by County and selected Offeror.

10. Performance Reports

The successful Offeror will be responsible for developing or participating in the following strategic plans and processes on an annual basis:

- a. **Management Plan.** *Complete within forty-five (45) days of contract start date; update annually per direction of County's Project Manager.*

Offeror to interview County Project Manager and develop plan for conducting following aspects of visitor center operations:

- i. Facility Interpretation, Operations and Maintenance
 - ii. Customer Service (staffing, training, etc.)
 - iii. Target Operations , including Bandelier Shuttle Service and Local Business Marketing Support
- b. **Visitor Information Delivery and Management Plan.** *Selected Offeror shall establish baseline report (4.b.) within thirty (30) days of contract start date and maintain report as materials are restocked at all locations and available to County Project Manager upon request and to the Lodgers' Tax Advisory Board on a monthly basis.*
- c. **Event and Group Marketing Reports.** *Based on the Event and Group marketing plan (See 6.) produce quarterly reports of events and groups targeted and supported during the previous three months.*

- d. **Tourism Data Audit and Assessment Process/Report.** *Selected Offeror shall participate in initial process led by the Tourism Marketing Services contractor in 2022 and in annual review/update due to County by September 1.*

Based on industry standards and/or best practices, propose a data audit report format and content. In this report offeror should determine which statistics and/or reports are valuable and what areas need to be changed or improved to provide relevant data metrics to measure Return on Investment (ROI), conversion, in a format that will assist the County's Project Manager, County Manager and LTAB in identifying trends and making recommendations regarding advertising and marketing investments. Final report/plan will be produced by Tourism Marketing Services contractor and submitted to County for final approval. The report will also determine which visitor data the selected Offeror will be responsible for collecting and preparing on a regular basis. Data that will be considered in this process may include, but is not limited to:

- i. Number of visitor inquiries in person, by telephone, through the Internet, and through other visitor request venues, including reader response cards.
- ii. Information about the visitors, including their groups, places of residence (origin), reasons for visiting, what media they used to plan their trip, whether or not a first-time visitor, mode of transportation, etc.
- iii. Internet activity reports generated by the successful Offeror from the official tourism website.
- iv. Number of official Visitor Guides distributed to identify distribution points in Los Alamos, the region, and statewide/state-operated visitor centers and kiosks.
- v. Data collected shall align with data collected and reported by the New Mexico Tourism Department and the New Mexico Hospitality Association.
- vi. Visitor numbers from area attractions, including but not limited to: Los Alamos History Museum, Los Alamos Nature Center, Pajarito Mountain, Bradbury Science Museum, Manhattan Project National Historical Park, Valles Caldera National Preserve and Bandelier National Monument, as well as the Los Alamos County Recreation facilities (Aquatic Center, Ice Rink, Golf Course).

Successful Offeror shall demonstrate level of effort made to obtain reporting data from area tourism attractions listed above, however, it is recognized that acquisition of monthly data is subject to source organizations' ability and willingness to provide the requested data.

- c. **Visitor Trends Reports.** *Based on outcome of initial Data Audit Process and report, selected Offeror will collect, monitor, format and submit reports on a regular basis.*

Pending completion of the Data Audit Process/Report, the selected Offeror will collect visitation data from identified, local visitor attractions and hospitality businesses. Summarize/present the data collected (See 10. d.) in a monthly report, using a form conducive to trend analysis and that is agreed to by the County. These monthly reports should provide the County's Project Manager answers at-a-glance to questions including but not limited to: (1) How many visitors did we get this month compared to the same time last year? (2) How do the County's visitor statistics during the last three (3) months compare to the surrounding attractions' statistics during the same time period? (3) What are the places of origin identified by the data collected from visitors to Los Alamos County visitor centers and/or attractions?

- d. **Year in Review Report.** *Prepare/present annually, during the fourth quarter of the fiscal year, in support of strategic planning and Contract Review meeting(s).*

Report shall provide the following information:

- i. Aggregated, year-over-year, trend data and assessment contributed to the Data Report for each visitor center and for monitored attractions in a format that can be readily interpreted by the County Council and general public that demonstrates return on investment ("ROI").
- ii. Evaluate successful Offeror's performance and according to criteria established in advance and in coordination with successful Offeror. Criteria shall include, but not be limited to, observation of customer service and visitor center maintenance practices, as well as metrics collected to determine areas of strength and

improvement. Once the contract is in effect, County's Project Manager, will conduct two evaluation meetings during the first year of the contract. Subsequent years, these evaluation meetings may be decreased to annually.

2. Analyze event metrics (including attendance) as well as media utilized to promote various events.

12. Scheduled Meetings and Presentations

- a. **Client Coordination Meetings** (biweekly or as needed). Successful Offeror to meet (in person or remotely) with County Project Manager to discuss contract issues.
- b. **LTAB or Tourism Implementation Task Force Meetings** (monthly). Successful Offeror to prepare Monthly Visitor Trends Reports (See D.3. above) in advance of the meetings and attend meetings (in person or remotely), as requested, to present and discuss data assessments and other collaborative projects and strategy.
- c. **Contract Review Presentations** (up to two [2] per year). Successful Offeror shall prepare and present a written report and visual presentation based upon the above-mentioned criteria to the County Manager and staff for evaluation and discussion up to two (2) times per year. This presentation may also be made to County Council.
- d. **Strategic Planning Session(s)** (annually, as part of strategic planning process or contract renewal). Contractor shall participate in up to two (2) strategic planning sessions with County, Tourism Marketing Services contractor, and LTAB and/or Tourism Implementation Task Force. Dates will be provided in writing by County's Project Manager, generally in conjunction with the development of the annual marketing plan, in the fall and, again, at the end of the fiscal year.
- e. **Project Coordination Meetings**. It is anticipated that successful Offeror will meet the Tourism Marketing Services Contractor and other tourism partners by phone or in person, an average of 1-2 times per month with an average meeting time of 1.5 hours (excluding travel time). (As needed in support of Destination Development and Marketing initiatives).

13. Proposed Costs Offerors shall use **Exhibit "E" COST SUMMARY SHEET** to propose costs for Visitor Center Operations and Management Deliverables Costs, including the following:

- a. **Plans and Reports**. Offeror to propose costs for management plan/updates, data audit reports and updates, visitor trend reports, year-in-review reports, presentations to Council and data development and maintenance project reports, as well as any additional plans or reports Offeror recommends to fulfill the contract goals for up to a three (3) year period.
- b. **Meetings and Presentations**. Offeror to propose hourly costs for contract coordination meetings, project coordination meetings, LTAB and/or Tourism Implementation Task Force meetings, contract review meetings, strategic planning sessions, special project meetings, as well as any additional meetings or presentations Offeror recommends to fulfill the contract goals for up to a three (3) year period.
- c. **Visitor Center Operations and Staffing**. Offeror to propose costs to operate and staff the two (2) visitor center locations per the minimum requirements defined. These costs should be delineated as shown in Exhibit "E" by High Tourist and Low Tourist season.
- d. **Facilities Supplies and Service Costs**. Offeror to propose costs for custodial, interpretive/office supplies and hourly or contract costs for cleaning services to maintain clean, attractive, and functional visitor centers at both locations.

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

In order to facilitate evaluation, please format your proposal in the same order indicated below. Proposals shall address the following items:

1. **Firm's Relevant Experience:** Offeror's name, address, and phone number; general qualifications and capacity to provide the requested services; a listing of Offeror's employees or subcontractors who shall provide the services requested; a summary of Offeror's experience demonstrating a minimum of five (5) years providing tourism/visitor promotion services as requested with a minimum of three (3) references that include a point of contact and phone number.

Financial Sustainability: To the extent available Proposers are requested to provide the following documents:

- a. Financial Statements for prior three (3) years;
- b. Access to audit of financial information on related expenditures; and
- c. Published Annual Report (current).

In any event, should the County require evidence of financial stability other than what is submitted, the Offerors will be expected to provide such acceptable evidence in order for the Offeror to be considered responsive to this RFP.

2. **Facility Establishment and Maintenance:** Offeror's plan for use of County-provided space to create a visitor center that is inviting and welcoming to tourists, including a detailed cost breakdown for proposed furnishing of the County-provided Los Alamos Visitor Center, as well as cost for any changes to the County-provided facility in White Rock. Offeror shall provide a detailed breakout of costs, resources used, and any in-kind services or other funding sources by section with a timeline as outlined in the RFP. Offeror's proposal shall include a detailed description of Offeror's plan to take over these Services as of January 1, 2022, which may include a transition-period plan for the new Los Alamos Visitor Center location.
3. **Customer-Centric Service:** Customer service has never been more important and the Staff and volunteers that deliver it are key to providing a meaningful experience to visitors. Offeror is encouraged to define steps that will be taken through the hiring, training and team building process to ensure that every call, email or visit supports a positive, meaningful interaction, delivering information that meets the prospective visitor's interests and needs.
4. **Service Delivery:** Offeror is encouraged to be innovative in their approach to engaging visitors that balances content delivery and service efficiencies. County will accept recommendations for additional deliverables in order to provide for better efficiencies or enhanced services. If applicable, Offeror must specify which tasks it expects the County to perform in order for the Offeror to achieve the services it is proposing.
5. **Metrics and Measures:** Offeror shall present a strategy and plans for establishing measures, collection processes and reporting to tie visitor operations and management services to new visitors and, potentially, overnight stays.

6. **Familiarity with Los Alamos:** Offeror shall describe organization's experience and familiarity with Los Alamos, relationship with other hospitality and tourism entities within Los Alamos, and the reasons why Offeror should be awarded this contract.
7. **Total Cost: Complete Exhibit "E," COST SUMMARY SHEET.**

RFP Timeline

1. RFP Advertised: Thursday, October 7, 2021
2. Questions due to LAC by Friday, October 22, 2021 at 5:00 p.m.
3. Proposals Due: Thursday, October 28, 2021 at 2:00 p.m. (Mountain Time)
4. Services Agreement presented to Council: Tuesday, December 14, 2021

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

	<u>CRITERIA</u>	<u>WEIGHTED POINTS</u>
1	Firm's and Individual's Relevant Experience: A minimum of five (5) years' experience in the field especially noting experience with municipalities; resumes of key personnel that include professional qualifications and their experience in Tourism, Hospitality and Destination Marketing; include their availability for this work	15
2	Facilities Establishment, Maintenance and Operations: Scored on creativity and efficiency of proposed layout and use of space, operation plan, use of volunteers, and ability to operate visitor centers.	15
3	Customer-Focused Service: Scored on understanding of customer-focused approach and the hiring, training and team building and communications to support its implementation.	15
4	Content and Service Delivery: Innovative ideas for providing excellent customer service and enhancing visitor experience in the visitor centers.	15
5	Metrics and Measures: Proposed metrics and plan to use metrics to better inform operation and management of visitor center as well as conversion data related to tourism marketing campaigns; website metrics proposed that will be used to modify and improve visitor experience on website; proposed monthly visitor data report.	10
6	Familiarity with Los Alamos: Identified actual experience working with Los Alamos County or identified research or knowledge of Los Alamos County.	15
7	Cost proposal: Competitive pricing structure that identifies efforts in each area.	10
7	Quality of Proposal: all elements included	5
	Total:	100

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP NO: 22-39
RFP Name: Visitor Center Services

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

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:

Marketing Specialist

Incorporated County of Los Alamos
1000 Central Avenue, Suite 150
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: 22-39**

RFP Name: Visitor Center Services

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: 22-39****RFP Name: Visitor Center Services*****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: 22-39
RFP Name: Visitor Center Services

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

Exhibit "E"
COST SUMMARY SHEET
RFP NO: 22-39

RFP Name: Visitor Center Services

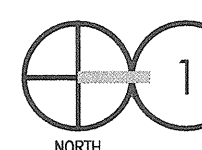
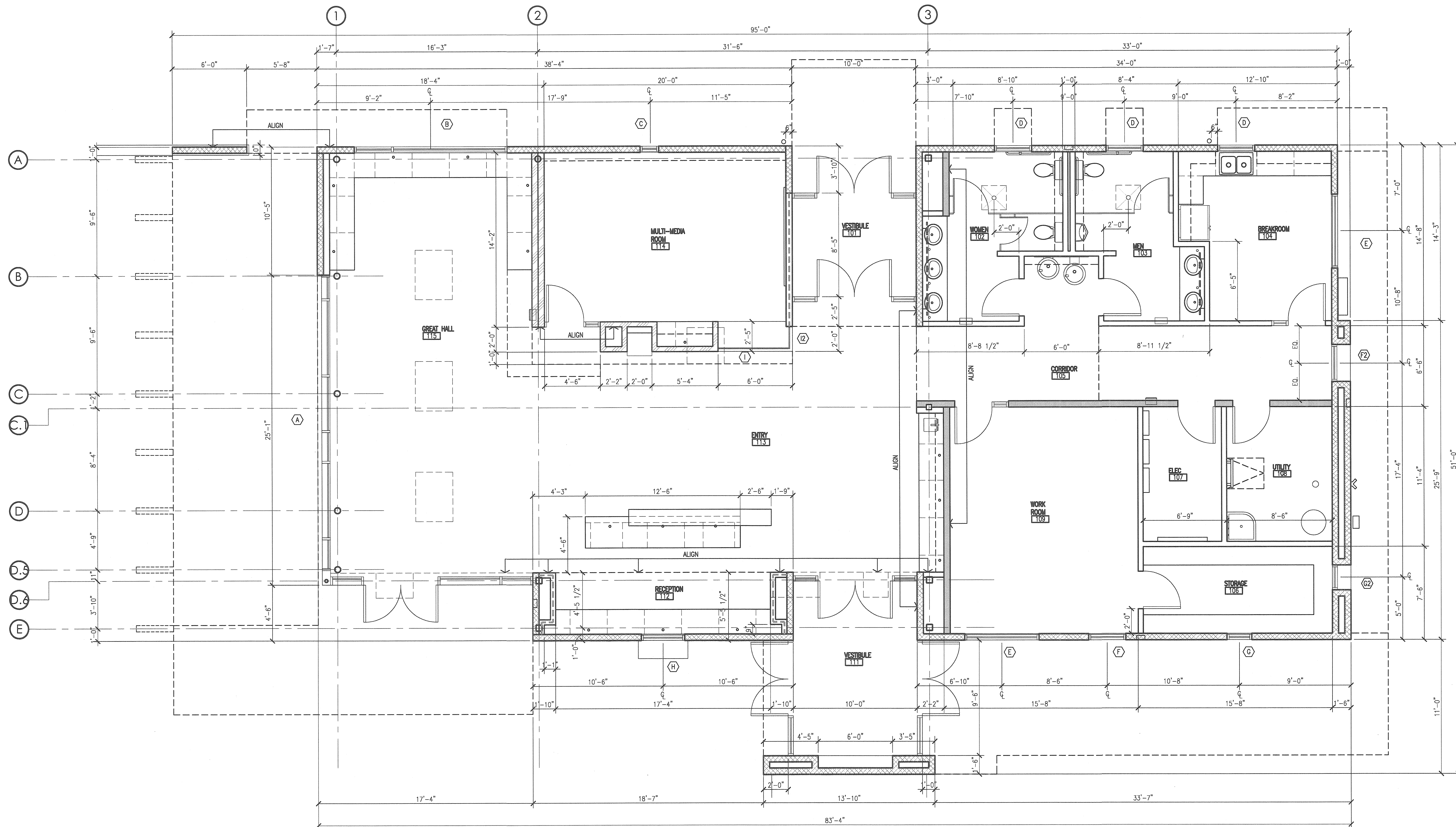
This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Plans and Reports	\$	\$	\$	\$	\$	\$	\$
Meetings and Presentations	\$	\$	\$	\$	\$	\$	\$
Visitor Center Operations and Staffing – High Tourist Season	\$	\$	\$	\$	\$	\$	\$
Visitor Center Operations and Staffing – Low Tourist Season	\$	\$	\$	\$	\$	\$	\$
Facilities Supplies and Service Costs	\$	\$	\$	\$	\$	\$	\$
Website Maintenance	\$	\$	\$	\$	\$	\$	\$
Event and Group Marketing Services	\$	\$	\$	\$	\$	\$	\$
Visitor Material Distribution and Management	\$	\$	\$	\$	\$	\$	\$
Hourly Rate for Other Proposed Services as may be requested at County's Sole Option	\$	\$	\$	\$	\$	\$	\$
Other Proposed Costs	\$	\$	\$	\$	\$	\$	\$

GENERAL NOTES:

- [A] ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD, UNLESS OTHERWISE NOTED.
- [B] THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. IF DIMENSIONAL ERROR, VARIANCES, AND/OR CONFLICTS EXIST, AS DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS, OR CONDITIONS ARE ENCOUNTERED THAT ARE NOT COVERED IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE COMMENCING THAT PORTION OF THE WORK.
- [C] CONTRACTOR TO VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT PRIOR TO INSTALLATION.

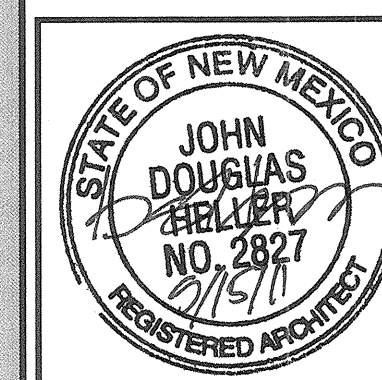


Dimensioned Floor Plan
Scale: 1/4"=1'-0"

rev	date	by	revision
1			
2			
3			
4			
5			



Mullen Heller
Architecture P.C.
924 Park Avenue SW
Suite B
Albuquerque 87102
505 268 4144 [p]
505 268 4244 [f]



job number	09-32
drawn by	A.V.
project manager	Douglas Heller, AIA
date	9/15/11

project title
White Rock Visitor Center Complex
115 State Road 4 (Tract A-19-B)
White Rock, New Mexico

sheet title
Dimensioned Floor Plan

sheet:
A101

Los Alamos Visitor Center
475 20th Street, Suite A (former location of NMSU Cooperative Extension office)

Approximately 657 square feet

