

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 662-8056

Advertised: April 20, 2022

Closing Date: May 11, 2022

Request for Proposals ("RFP")

RFP Number: 23-02

RFP Name: Home-Based Services for Older and Frail Adults

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 – RFP23-02 Home-Based Services for Older and Frail Adults.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Carmela Salazar, Senior Buyer at carmela.salazar@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, Wednesday, May 11, 2022** 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, Wednesday, May 11, 2022** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
4. Directions to Procurement office:



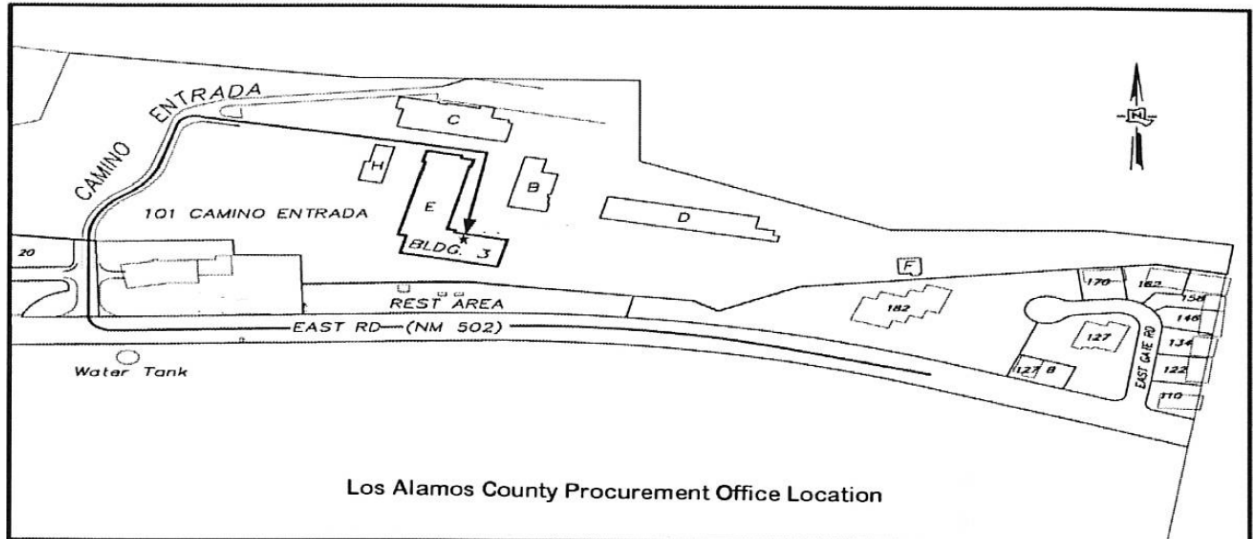
1. Drive WEST on NM-502 to Los Alamos.

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



2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.
- ➡ 3. Take second RIGHT into 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 up to **five** (5) 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. 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.
13. 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 Kristine Coblentz, at kristine.coblentz@lacnm.us; (505) 662-8312.
2. For procurement process information, contact Carmela Salazar, Senior Buyer, at carmela.salazar@lacnm.us; (505) 662-8056.

NEED STATEMENT

The Incorporated County of Los Alamos (hereinafter "County") is soliciting proposals for home-based services for older and frail adults.

All programs and services provided by successful offeror must provide opportunities for participant feedback and incorporate this information into the design and implementation of new and existing programs.

BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

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

SCOPE OF SERVICES (or WORK)

All items necessary for the successful delivery of Services may not be included in the Scope of Services. Offerors are expected to identify in their Proposal any modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully providing the Services.

1. Home-Based Services for Older and Frail Adults

- a. Successful offeror shall provide home-based care services by qualified personnel to those sixty (60) years of age and older, and frail adults who are eighteen (18) years of age or older and residing in Los Alamos. Services are to be supported by recognized best practices and/or models for this target population. Services will be provided to residents who are not already in a residential or nursing facility, and who are without other means for receiving such services or who are ineligible for similar services such as programs for the developmentally disabled. Successful offeror will reasonably determine that residents seeking services are able to meet Activities of Daily Living on their own or with minimal assistance. These Activities include, but are not limited to, eating, bathing, dressing, toileting, and physically moving oneself on one's own. Successful offeror will ensure residents participating in services are not exhibiting unsafe behavior, including but not limited to, restlessness, wandering, threatening, or other similar behaviors. Successful offeror will provide services to residents requiring some supervision of Activities, as determined by physician and family reports, Adult Protective Services, or based on home visits by qualified personnel.
- b. Successful offeror will identify and assess participants' service needs, evaluate and monitor services provided to eligible residents. Successful offeror will work collaboratively with local organizations also serving older and frail adults including, but not limited to, transportation, meals, access to social events, counseling, legal advocacy, access to medical programs, and other

community services. Successful offeror will provide facilities, equipment, and qualified personnel necessary to conduct home-based services.

- c. Successful offeror will provide a care coordination program for home-based services, including:
 - 1) Proposing and developing standards by which older and frail adults will be screened and assessed as eligible for home-based services – as well as any tools developed to this end;
 - 2) Reviewing participants' health status, their functioning with activities of daily living, and their commitment to work with a care coordinator;
 - 3) Identifying and documenting participants' key needs and priorities, setting goals with participants, and establishing care coordination plans with participants in accordance with HIPAA guidelines;
 - 4) Providing regular care coordination and follow-up, monitoring, documenting and evaluating progress – including any changes to needs, participant responses, outcomes, and any interagency case management;
 - 5) Educating and coaching participants on self-management techniques, particularly with their medications; and
 - 6) Performing fiscal year end analysis on participants' services, responses, outcomes, and impacts, in order to improve upon care coordination strategies, and policy and procedures development.

2. Deliverables

- a. Successful offeror shall be expected to provide quarterly progress reports covering services provided to Los Alamos County to the Community Services Department within thirty (30) days from the end of each quarter. These reports may include, but not be limited to:
 - 1) The number of programs and services plus the participation or attendance levels for those programs and services;
 - 2) Evidence of efforts to develop and promote events, programs, and services;
 - 3) Details on outcome-based results for the scope of services;
 - 4) A narrative account of any and all services, programs, or other activities conducted which relate to the requested scope of work;
 - 5) Financial information regarding the use of County funding;
 - 6) A description of the opportunities for participants and their relatives to provide feedback and input regarding programs and services, as well as how this information will be incorporated into the design and implementation of new and existing services; and
 - 7) A report on efforts to coordinate events, programs, and services with other local organizations.
- b. An annual financial review or copy of the Contractor's most recent financial audit performed by an accountant of accounting firm.
- c. Additional information related to the contracted services as requested in writing.

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

Proposers interested in being considered for a contract to perform the Services listed in this RFP shall submit a proposal to Los Alamos County in the format described below. All proposals shall be in an 8½ by 11-inch format. Proposals shall be single spaced, no more than twenty (20) pages, excluding attachments. Proposals are to be prepared at the offeror's expense.

Proposals shall include, but need not be limited to, the following seven (7) components (in addition to the attachments) as identified below. For uniformity in the proposal review process, please sequence your proposal 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. Familiarity with the Community

- a. Describe in summary fashion the history and purpose of your organization/business.
- b. Describe how your organization/business will provide the requested services. The narrative must specifically address a specific "Scope of Work" (identified by numbers under "Scope of Work") as requested in this RFP;
- c. Identify and describe any known constraints in fulfilling the Scope of Services as described;
- d. Provide detailed information for any optional services not otherwise described in the Scope of Services, defined clearly as individual items, and provide a narrative to describe the optional services; and
- e. Describe the community needs that your organization/business services will address, using statistics and other evidence of need as appropriate. Describe your organization/business constituency, including the anticipated number of individuals and/or family units that will receive each of your program services during the contract year.

2. Cost

- a. Please complete the Cost Summary Sheet (Exhibit "E").
- b. Attach a budget narrative describing each category of expenditure. The narrative can be up to one (1) page in length.
- c. Include a description for both the direct support and any other compensation requested. County, at its sole discretion, will determine whether or not to accept a proposed expenditure.
- d. Private individuals and for-profit organizations/businesses must also submit a detailed cost proposal for providing all services listed in the appropriate scope of work section.
- e. Proposals must contain pricing for each potential year of the contract up to five (5) years; and
- f. List the cost of optional services as individual separate line items to facilitate the evaluation of these optional services. Include pricing for optional services for all years of the contract up to five (5) years.

3. Past Record of Performance

- a. Provide a summary of your organization/business' experience within the past three (3) years in providing services of the type requested here. Highlight any accomplishments within the last year.

4. Organizational Structure

- a. List all staff positions that will be providing services under a possible contract, including their job status (full-time/part-time), staff qualifications and certifications, licenses and affiliations as appropriate (especially for prospective Social Service providers). Resumes are not necessary.
- b. Include a copy of your organization/business functional organizational chart. This chart should include reporting relationships and should list all staff positions.
- c. Include a summary of the number of volunteers for your organization/business, and their roles if applicable.
- d. If applicable, describe the board or governing body of your organization/business. List the names, addresses and phone numbers of current members with officers identified.
- e. If applicable, fill out the attached Questionnaire, provided as Exhibit "F". (If organization/business is other than a non-profit 501 C.3, please contact Kristine Coblenz at kristine.coblenz@lacnm.us; 505-662-8312 for specific guidance on completion of Exhibit "F".)

5. Fiscal and Administrative Capacity

- a. For a non-profit organization/business, include a copy of your organization/business' most recent annual budget, and a three (3) year projection of expenditures and revenues. Include a description of major revenue sources, and any pending applications for this program/service and the status of the application. Private individuals and for-profit organization/business should include a narrative description of the individual or company's fiscal and administrative capacity.
- b. Describe your long-term funding strategy, and your efforts to obtain non-county funds to support current and future services. Please acknowledge any in-kind contributions received by your organization/business.

- c. For a non-profit organization/business, attach a copy of the organization/business' most current balance sheet and income statement.
- d. Attach a copy of your current fee schedule. If appropriate, provide narrative information describing how fees are established, how often they are updated, and if they are administered on a sliding scale. Describe your organization/business User Fees that will, to the extent practicable and cost-effective, equitably levy charges on those directly benefiting from the services requested by the County.

6. Program Evaluation

- a. Describe how your organization/business will gather data, monitor and evaluate performance and effectiveness of programs and services for the coming year. Identify specific measurements for evaluation that relate to specific Scope of Works identified in this RFP. List any outcome-based results that are tracked by the organization/business.
- b. Describe how your organization/business uses feedback to develop new programs and services. All programs provided by successful offeror using County support must provide opportunities for participant input and feedback and incorporate this information into the design and implementation of new and existing programs.

7. Public Relations and Collaboration

- a. Describe your outreach functions of the organization/business. Describe how your organization/business identifies and communicates with its constituency.
- b. Describe your organization/business efforts to market and advertise programs and services.
- c. Describe all types of media (print, radio, internet, social, etc.) used by your organization/business for publicity, marketing, and outreach.
- d. If your organization/business has an Internet presence, provide the web address.
- e. Describe how your organization/business is involved in community-wide collaboration and cooperative activities (such as coalition membership, community health councils, interagency project collaboration, networking, etc.). Briefly describe collaborative events or programs in which your organization/business has participated.

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

	Criteria	Weighted Points
1	Familiarity with the Community	15
2	Cost	15
3	Past Record of Performance	15
4	Organizational Structure	10
5	Fiscal and Administrative Capacity	10
6	Program Evaluation	15
7	Public Relations and Collaboration	15
8	Exhibit "F" Questionnaire	5
	Total Score	100

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP NO: 23-02
RFP Name: Home-Based Services for Older and Frail Adults

AGR23-02



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 July 1, 2022.

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. 23-02 (the "RFP") on April 20, 2022, requesting proposals for Home Based Services for Older and Frail Adults, as described in the RFP; and

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

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

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

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor Services.

2. Deliverables.

SECTION B. TERM: The term of this Agreement shall commence _____, 2022 and shall continue through _____, 2025, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

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

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

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance

with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

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

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: 23-02

RFP Name: Home-Based Services for Older and Frail Adults

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: 23-02**

RFP Name: Home-Based Services for Older and Frail Adults

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; Melanee Hand; David Izraelevitz; Keith Lepsch; David Reagor; Randal Ryti; and Sara Scott.)

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: 23-02

RFP Name: Home-Based Services for Older and Frail Adults

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: 23-02

RFP Name: Home-Based Services for Older and Frail Adults

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

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

FY 2023 Total Annual Budget: _____

FY 2024 Total Annual Budget: _____

FY 2025 Total Annual Budget: _____

FY 2026 Total Annual Budget: _____

FY 2027 Total Annual Budget: _____

Other Support Summary: Describe in detail any other support requested (include services provided for or paid for by the County for the agency or organization including office space, land use, custodial services, utilities, maintenance, and insurance).

Exhibit "F"
RFP NO: 23-02
RFP Name: Home-Based Services for Older and Frail Adults

PROPOSER QUESTIONNAIRE (as applicable)

1. Does your agency have non-profit status as a 501(c) (3) organization? ☐ YES ☐ NO
2. Is your agency in the process of applying for such status? ☐ YES ☐ NO
3. Does your agency have a board of directors? ☐ YES ☐ NO
4. Does your agency have approved bylaws? ☐ YES ☐ NO

BOARD

5. Do the bylaws contain a formal process for recruiting and selecting board members? ☐ YES ☐ NO
4. Do the bylaws contain provisions for conflicts of interest? ☐ YES ☐ NO
7. Do your board members sign a code of conduct? ☐ YES ☐ NO
8. Do you have available for public review copies of all board agendas and meeting minutes? ☐ YES ☐ NO
9. Date of your last Board meeting? _____
10. Is your Board representative of the Los Alamos community or your service area? ☐ YES ☐ NO

EXECUTIVE

11. Does your agency have an Executive Director or equivalent position? ☐ YES ☐ NO
If so, is this a paid position? ☐ YES ☐ NO
12. How long has the individual held this position? Date _____
13. Is this position full-time ☐ half-time ☐ other: _____
14. Do you have a current written and approved job description for the Executive Director?
☐ YES ☐ NO
(If so, please include with this questionnaire) ☐ Included
15. How many employees and/or volunteers does your executive director directly supervise?
_____ Full-time _____ Part-time _____ Volunteers

OTHER

16. Does your board of directors provide an annual performance evaluation of the Executive Director or equivalent position? ☐ YES ☐ NO
17. Are annual performance evaluations performed for other paid positions? ☐ YES ☐ NO
18. What was your personnel turnover rate for the last 12 months for paid employees? _____

19. Does your agency operate under a local __, state__ or national __ umbrella agency? __YES __ NO
20. Are required staff credentials up to date? __ YES __ NO
21. Is there a state or federal regulatory agency with oversight responsibility for your agency? __ YES__ NO
22. Has your agency/business successfully competed for contracts similar to this one?__ YES__ NO

FINANCIAL INFORMATION

23. Does your agency have a written policy describing your budget process? __ YES __ NO
24. Does your agency have a written policy describing your procurement process? __ YES __ NO
25. Does your agency have a Treasurer? __YES __ NO If so, who? _____
26. Does your agency have a regular (annual) audit or financial review? __YES __ NO
If so, what kind? __ Financial Review __ Audit __ Other:
27. Does your agency have a business license? __YES __ NO
28. Are there other licenses, credential, etc., required of your agency? __ YES __ NO
If so, are they current? __YES __NO
29. Annual Report – please provide a copy of most recent annual financial statement (audited, if available).

Date this form was completed: _____

Signature of person completing this form : _____

Name of person completing this form : _____

Title : _____