

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) 709-8594

Advertised: December 3, 2020

Closing Date: January 5, 2021

**Request for Proposals ("RFP")**

**RFP Number: 21-32**

**RFP Name: Internet Website Replacement Project**

**MULTISTEP RFP**

**SPECIAL INFORMATION RELATED TO THIS SOLICITATION**

This is a multistep RFP as described in Sec. 31-102. (2) of the Los Alamos County Procurement Code. Step 1 is a request for the submission of a Statement of Qualifications ("SOQ"); Step 2 is: an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the solicitation. Throughout this document, terms "SOQ," "RFP," "solicitation," and "proposal" are used interchangeably.

**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.

**STEP 1 of this RFP - Only one of the following submission methods is required:**

- 2. ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP21-32 Internet Website Replacement Project**

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](mailto: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](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, Tuesday, January 5, 2021** will be reviewed.

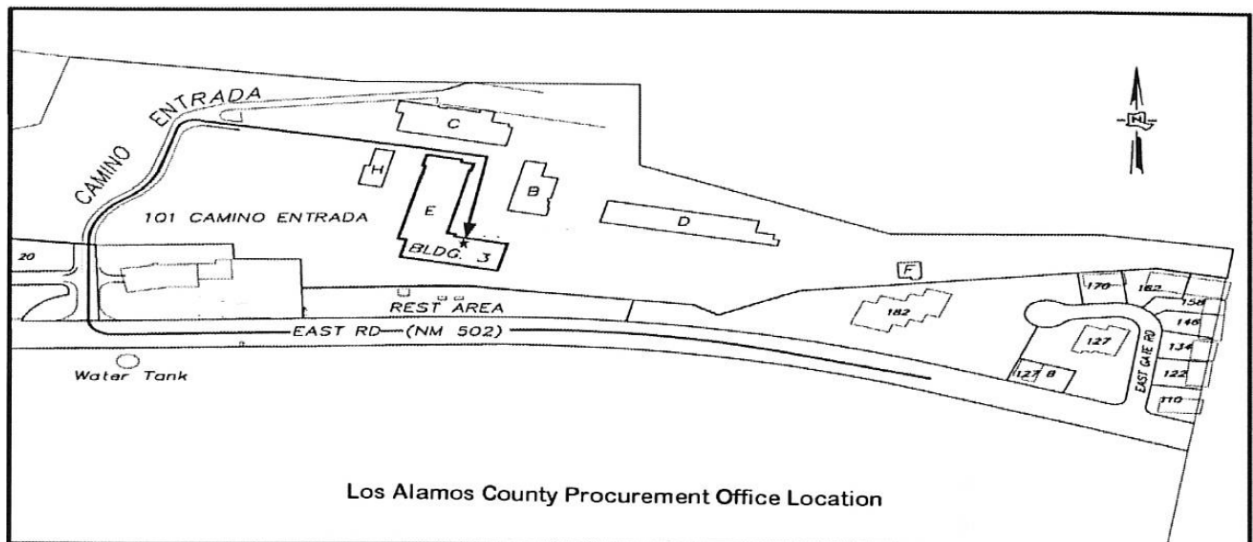
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

- 3. PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, 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, Tuesday, January 5, 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.
  - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
-  2. Turn RIGHT on Camino Entrada.
  - Road slopes downhill and curves to the right.
-  3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
-  4. Enter glass door marked “PROCUREMENT.” See map below.



4. **Step 2 of the multistep RFP:**

Following the determination of those Offerors whose offers have been determined by the evaluation committee to be the top qualifiers under the criteria set forth in this solicitation, Step 2 will tentatively begin with the issue of an RFP tentatively January 15, 2021. At this time the County contemplates a demonstration and/or other details regarding the proposed solution.

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. Contract may be entered into for any period up to **fifteen (15)** years, including all renewals or extensions and maintenance periods. 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 bid or proposal to qualify for this preference. Ref. Sec. 31-261.(b).

## **CONTACT INFORMATION**

1. For project-specific information, contact **Pamela Justice**, Project Manager, at [pam.justice@lacnm.us](mailto:pam.justice@lacnm.us); (505) 663-1959 .
2. For procurement process information, contact **Carmela Salazar**, Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 709-8594.

## **NEED STATEMENT**

The County seeks to update its web presence and incorporate the latest web technology in order to make the site more transactional and mobile friendly. The County is seeking proposals for redesign, enhancement and hosting of its municipal website.

## **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](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information.

## **1.0 SCOPE OF SERVICES (or WORK)**

- A.** The successful offeror's proposal will state how the Offeror is qualified to provide a hosted solution for a County website which will:
  1. Be streamlined, with consistent and intuitive navigation, with a simple look and feel to allow meaningful 'at a glance' connections for all County residents, businesses and visitors from the homepage, and further exploration of all pages.

2. Consistently communicate the services that the County provides, highlight our full range of programs and services in order to empower and connect users with relevant informational resources.
3. Present comprehensive information and resources in an easy to use format directed towards County citizens, businesses, visitors, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, and any person or agency seeking to conduct business with, or obtain information about the County of Los Alamos.
4. Increase awareness of the County's services and promote involvement through programs and events.
5. Enhance current website functions and add various functionalities and features that will make it consistent with the latest industry standards, including but not limited to those related to accessibility, interactive content, iframes, search ability, RSS-feeds, and traffic tracking/advanced analytics such as Google Analytics.
6. Communicate time-sensitive details of news articles, legal notices, Council and other board agendas and packets and other time sensitive items.
7. Be easily upgradeable and portable.
8. Integrate Social Media into the County website (e.g. Facebook, Twitter, YouTube etc.).
9. Communicate the County's goals of providing efficient and effective services for its residents and a business-friendly environment for its business community.
10. Hosted solutions shall comply with the County's Technology Standards – Cloud Based Services, Exhibit "B."

**B. Ensure an effective hosted solution which must be:**

1. Aesthetically pleasing;
2. Informative;
3. Quick to operate, stable and secure;
4. Easy to navigate;
5. Easy to update and archive;
6. Easy and effective 'search' content;
7. Utilize the latest web standards; (HTML, CSS, Responsive design, etc.);
8. Be mobile device friendly or present an alternate mobile friendly site;
9. For Display purposes, must be browser agnostic;
10. For Administration purposes, browser must follow I.T. Technology Standards as stated in Exhibit "B"; and
11. Be fully ADA Compliant as per current legislative requirements both federally and in the State of New Mexico.

## **2.0 Technical Specifications**

In the SOQ, Offerors should describe various templates available or how they will create custom designed templates that they can present to the County as viable options. The County will ultimately decide on a template. The website must provide the following features and conform to the following specifications:

**A. General Specifications and Functionality:**

1. A common and consistent user experience throughout.
2. A focus on taxpayer/customer service with easy access to the services provided by the County.
3. A Content Management System ("CMS") that is simple, straightforward, and allows County staff to easily update content through a web interface with administrative controls that will allow for multi-user authoring, reviewing, and publishing.
  - a. The CMS will also need to allow County administrators the ability to easily modify all elements of the site design layout after the initial launch.

- b. The CMS system must have a method for keeping and maintaining usernames/passwords using strong encryption algorithms in a secure manner.
  - c. The ability to assign role-based permissions and granular access control (per page, site, group of sites etc.).
  - d. The CMS should keep each department's/service content separate from others to maintain accessibility and avoid rework if any portion becomes inaccessible for any reason.
- 4. The ability to incorporate County branding and/or integrate third party web applications and widgets.
- 5. Integration of social media feeds including (but not limited to) Twitter, Facebook, Pinterest, YouTube, and Instagram. The County's preference is to update social media site automatically with content generated on the County's site (one-way push).
- 6. Robust digital communications via an email subscription system that will allow users to sign up for updates from the website.
  - a. This should seamlessly integrate within the CMS & social media.
  - b. The ability for an advanced selective email subscription system. For example, an end user may only want to subscribe to updates about projects or job opportunities. Explain the technology used including setup of email distribution system.
  - c. The ability to subscribe to and send multiple newsletters created within the CMS.
- 7. The ability to support multiple calendars in one site as well as a master calendar, for example a County meeting calendar and a community events calendar, and sort by demographics or departments, with easy to use options for County Staff to add multiple events in one upload.
- 8. The ability to create online, submittal web forms dynamically and change existing ones for submission to any County Staff via email with or without saving the form content on the hosting server.
- 9. The ability for County staff to audit all changes to the site.
- 10. The ability to add "sub-sites" of similar look and feel to the County's main site losalamosnm.us and/or of completely different look and feel at the County's discretion. These sites may be a sub-domain of the County's existing domain such as abc.losalamosnm.us or as a completely new domain. The County owns AtomicCityTransit.com and wherediscoveriesaremade.com
- 11. A "links" page with a redirection disclaimer prior to exiting the site.
- 12. Ability to host audio and video files for streaming and/or download.
- 13. Capability to create, organize, manage and publish various online Forms/Document Libraries.
- 14. Manageable Photo and Video Gallery via web interface.
- 15. Ability to display or hide an emergency or highlight alert banner on main page is required.
- 16. Multiple language support via a Translate option on the home page.
- 17. Must allow for custom applications developed by County staff to interface with County enterprise systems.
- 18. Must accommodate MUNIS and OpenGov products within iFrames for seamless integration.
- 19. Capability to archive, prioritize, sort and retrieve the most recent information about a topic or project.

**B. Automatic Backups/SLA:**

- 1. The site should have automated backups and appropriate redundancies with a minimum of two (2) servers in dispersed geographic locations within the US.
- 2. Selected contractor must schedule server maintenance/updates, and up/down times with the County.
- 3. Selected contractor must provide at least 99.99% uptime of the site. Offerors must list any deviation from this service level agreement in their response.

**C. Search Capability:**

1. All content on the site, inclusive of PDF documents, web pages, etc. will be indexed and available for search through a site provided search tool to appear on all pages.
2. The site must be optimized for all search engines and provide the needed metadata and structure for SEO.
3. Site search results should provide the ability for filter and sort.

**D. RSS Feeds:**

The site should have the ability for end users to subscribe to RSS feeds where appropriate (ex. an RSS feed for “County News,” a separate RSS feed for Bid Opportunities, Jobs etc.).

**E. Design and Information Architecture:**

1. Proposer should include plans to review existing Google Analytics data as one of their criteria in recommending pages to keep, refresh/update or eliminate
2. Site must employ best practices around design, navigation, usability and overall user experience.
3. Usability testing shall be conducted, which could include a “secret shopper” test and report. The secret shopper will be a County staff member who will use a script as an outline for the test.
4. Look/feel and navigation must be intuitive and consistent to County citizens.
5. Proposer should include description of technology tools and platforms utilized to create and maintain the site.
6. Proposer should include description of technology tools to assist in migration of current site content.

**F. ADA Considerations:**

Web site shall comply with current ADA legislative requirements both at the State, New Mexico, and Federal levels.

**G. Optional Functionality:**

1. Citizen Service Requests to include submission, routing and notification back to the citizen when completed.
  - a. This must include a mobile application to be available across device platforms.
  - b. System must allow for attachments to be added.
  - c. The system must include customer issue resolution tracking so we can run reports on status of issues submitted by customers.
  - d. Please describe the GIS functionality within this module.
  - e. Please explain the technology and workflow process utilized by this system.
2. The ability to implement, at the County’s discretion, a bid procurement component to the County’s web site. To include:
  - a. Vendor registration and access. Vendor can modify their information and register with commodity codes.
  - b. Downloading of bids, bid addendum and any other bid related document.
  - c. Online bid and submittal tracking.
  - d. Email notifications to registered vendors on any new bid posted or addendum added.
3. Polling tool to allow the County to survey residents and/or businesses on County related topics. (This would be for very quick surveys if we just want a number with no comments).
4. Offerors should include other 3<sup>rd</sup> party software that they partner with/offer.

**H. Training:**

1. Hands on training is required for County content administrators. Describe method to conduct training (i.e. remote v. on-site, hands on, etc.). ~ On site and hands on is preferred but we understand may not be possible under COVID conditions.

2. If the selected contractor is not able to provide on-site training, please describe other options for conducting training.
3. Offeror to submit outline – including # of days, length of sessions - of what is included in training sessions.
4. The County has multiple staff to be trained. Offeror to define maximum number allowed for on-site, hands on training.
5. There will two County System Administrators that will require separate training prior to the departmental training who will be responsible for setting up groups and permissions and other administrative functions.
6. Documentation must be provided in either online or hardcopy format. Online is preferred.

**I. Additional Requirements:**

Offerors are advised that training of County staff is considered a deliverable and must be completed prior to release of final payment.

**J. Estimated Project Timeline: Contractor should indicate ability to comply with the following schedule:**

1. RFP Advertised – December 3, 2020.
2. Proposals Due – January 5, 2021.
3. Evaluation of Step 1 Proposals – January 6-14, 2021.
4. Step-2 RFP Released – Tentatively - January 15, 2021
5. Demonstrations Scheduled – Tentatively Week of January 25, 2021.
6. Final Evaluations and Selection – Tentatively January 29, 2021.
7. Contract drafting February 1 – March 31, 2021.
8. Contract Award – Tentatively April 2021
9. Design of site – April – May 2021
10. Migration of content – June – July 2021
11. Site Administration training early August 2021
12. Site Launch August 30, 2021

**3.0 Offeror's Qualifications and References**

Offerors should list, at a minimum, the following information in response to Step 1 of the RFP:

1. Brief company profile to include the number of employees (non-contractual), number of clients, when the company was founded and office locations (limited to 2 pages).
2. References of at least 3 clients of similar size and scope including contact name (preferably IT), mailing address, email, phone number and URL of the example site. Include municipal clients if any are available.
3. Cost clearly outlined for any and all fees including but not limited to:
  - a. Installation
  - b. Design based on Scope of Work and Technical Specifications (Sections 1.0 and 2.0)
  - c. Training
  - d. Ongoing support and maintenance
  - e. Migration of current site data from CivicLive
4. Explain in detail your design process and any limitations on the process as far as time, number of revisions, etc.
5. List any and all features that are included in the system that the County may opt into in the future and if there are any associated charges. Include information on how frequently updates and enhancements are made as the result of overall client enhancements.



6. List any and all maximums or limits on usage such as data transfer per month, number of emails sent, data stored, etc. and the pricing tiers associated with those limits.
7. Outline of the implementation process and relative timeline for full implementation (see Section 2.0 Item J, Project Schedule). Please include profiles and resumes of the team members who will be assigned to this project. Please provide the project plan developed by the Offeror's team.

#### **4.0 Evaluations**

Respondents will be evaluated in the following areas:

1. Quality of system architecture and offeror's staff to implement the proposed solution;
2. Aesthetic of prior design work/Aesthetic of Proposed Site;
3. Proposer's reputation from reference accounts;
4. Method of Data/Content migration;
5. Ability to meet optional requirements;
6. Experience with implementing County/City websites; and
7. Cost of development, implementation, training and/or hosting services.

#### **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 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.

#### **PROCUREMENT PREFERENCES**

Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Offeror must provide a copy of state-issued preference certificate if requesting a preference.

#### **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

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 "C," 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 "D." 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 "E." 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.

## **STEP 1**

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

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Quality of system architecture and proposer's staff to implement the proposed solution and County staff ease of administration	<b>30</b>
<b>2</b>	Aesthetic of prior design work/Aesthetic of Proposed Site	<b>15</b>
<b>3</b>	Offeror's reputation from reference accounts	<b>5</b>
<b>4</b>	Method of Data migration	<b>10</b>
<b>5</b>	Ability to meet optional requirements	<b>5</b>
<b>6</b>	Experience with County/City web site implementations	<b>15</b>
<b>7</b>	Cost – includes cost of implementation and yearly maintenance fees, operations costs and the total cost of ownership for 15 years	<b>20</b>
	<b>Total Score</b>	<b>100</b>

**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 21-32**  
**RFP Name: Internet Website Replacement Project**

**AGR21-32**



**INCORPORATED COUNTY OF LOS ALAMOS**  
**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2021.

**WHEREAS, [FOP RFP'S]** -- 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. 21-32 (the "RFP") on \_\_\_\_\_, requesting proposals for Internet Website Replacement Project, as described in the RFP; and

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

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

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

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

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

**SECTION A. DEFINITIONS:** In addition to any other terms already defined in this Agreement, the following terms are defined for the purposes of this Agreement:

"Go Live" means the first day of live production use of the Licensed Software by County, which can only occur after successful implementation and training.

"Licensed Software and Related Materials" means the most recent version of the Licensed Software based on the concurrent users for all \_\_\_\_\_ products identified in Exhibit "\_\_\_," attached hereto and made a part hereof for all purposes. Related Materials include, but are not limited to, User Reference Manuals, Report Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.

"Los Alamos County Technology Standards" means the currently supported versions of County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "XX," attached hereto and made a part hereof for all purposes, and as amended from time to time.

"Services" means implementation and training services, software maintenance services, and hosting services for the Licensed Software as defined in Section \_\_\_ herein.

**SECTION B. SERVICES:**

**1. Contractor Services**

## 2. Deliverables.

**SECTION C. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein.

### SECTION D. 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 E. 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 F. 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 G. 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 H. 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 I. 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 J. 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. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of two (2) years thereafter.

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

**SECTION Q. 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 R. 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 S. 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 T. 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 U. 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 V. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

OR

**SECTION 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. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**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 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: \_\_\_\_\_  
HARRY BURGESS  
COUNTY MANAGER

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
J. ALVIN LEAPHART  
COUNTY ATTORNEY

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

By: \_\_\_\_\_  
DATE

## EXHIBIT TO SAMPLE AGREEMENT

### Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** \_\_\_\_

**County:** IM Program Manager

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.
4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information



and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. 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 and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

**EXHIBIT "B"**  
**RFP21-32**



## **Los Alamos County Technology Standards Requirements On-Premise, Hybrid or Cloud/Hosted Solution Solicitations**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents will be responsible for providing documentation that they meet the requirement in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with onpremise requirements. If the solution is a hybrid of both categories of solution, then all requirements apply as applicable to the response.

Server Operating system (OS) (On-Premise)	Microsoft (MS) Windows Server 2016, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<p><b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.

LAC Staff Accounts	Software <b>shall function for end users with standard user privileges</b> ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p><b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	<p>Internal County Network: Google Chrome, at its latest version, is the default, Internet Explorer 11 or Chrome compatible will be considered on a business case basis. New Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.</p> <p>Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Opera, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).</p>
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.

Productivity Software	Los Alamos County uses Microsoft O365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.
Email	Microsoft O365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the O365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.
Security	<p>Intranet devices must be capable of multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public access network is obliged to view and interact with before access is granted).</p>
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.

Hosted\Cloud Based Services	<p>Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunities available through Cloud Service Providers (CSP).</p> <p>Responses for Cloud based solutions shall provide information on the following areas of concern:</p> <ul style="list-style-type: none"> <li>• CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners? If so, where is the hosting facility(s) physically located?</li> <li>• CSP processes involving: <ul style="list-style-type: none"> <li>○ <b>Physical infrastructure:</b> including locations, internet connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.</li> <li>○ <b>Hybrid Connectivity:</b> Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ <b>Data:</b> Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.</li> <li>○ <b>Customer/User Security:</b> Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County?</li> <li>• CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss: <ul style="list-style-type: none"> <li>○ The County shall require CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee.</li> <li>○ Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.</li> </ul> </li> <li>• CSP using a database as part of their solution shall be responsible for providing the County with a database export (see database requirement) a minimum of 1 time per year. The County may at additional expense request multiple Database exports. Costs and request requirements for multiple exports shall be part of CSP proposal for service.</li> </ul>

Exhibit "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP NO: 21-32

RFP Name: Internet Website Replacement Project

**\*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 “D”**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 21-32**

**RFP Name: Internet Website Replacement Project**

**\*This document should be returned with RFP submittal.\***

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date Contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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



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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable made to the following - COUNTY COUNCILORS: David Izraelevitz; Antonio Maggione; James Robinson; Randal Ryt; Katrina Martin; Sara Scott and Pete Sheehey.)

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**—OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**Exhibit "E"**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 21-32**  
**RFP Name: Internet Website Replacement Project**

**\*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**

**If yes**, please continue to answer the following questions and attach all requested documentation.

Are you a "resident business" as defined by NMSA 1978 §13-1-21, which means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978, but does not include a resident veteran business. **\_\_\_ Yes \_\_\_ No**

**If yes**, please attach a valid resident business certificate issued by the NM Taxation and Revenue Department (NMTRD).

Are you a local business as defined by County Procurement Code Section 31-261, which means that the local business meets the requirements of the above definition of a "resident business," maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license. **\_\_\_ Yes \_\_\_ No**

**If yes**, please answer the following:

Do you have a valid resident business certificate issued by NMTRD? **\_\_\_ Yes \_\_\_ No**

**If yes, please attach.**

Do you maintain your principal office in Los Alamos County? **\_\_\_ Yes \_\_\_ No**

Do you maintain your place of business in Los Alamos County? **\_\_\_ Yes \_\_\_ No**

Do you have a Los Alamos County business license? **\_\_\_ Yes \_\_\_ No**

**If yes, please attach.**

**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**