

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) 709-5328

Advertised: March 14, 2021

Closing Date: April, 13, 2021

Non-Mandatory Pre-Proposal Conference: March 23, 2021, 10:00 AM Mountain Time, at WAC Facility, 1725 17<sup>th</sup> Street, Los Alamos, NM 87544 (Social Distancing will be observed).

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

**RFP Number: 21-45**

**RFP Name: WAC Design and Historic Registration Services**

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**SECTION A: 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:**

**ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP21-45 WAC Design and Historic Registration Services.**

2. It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Derrill Rodgers, Deputy Chief Purchasing Officer at [derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us) to confirm the Proposal was received.

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





Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, April 13, 2021** will be reviewed.

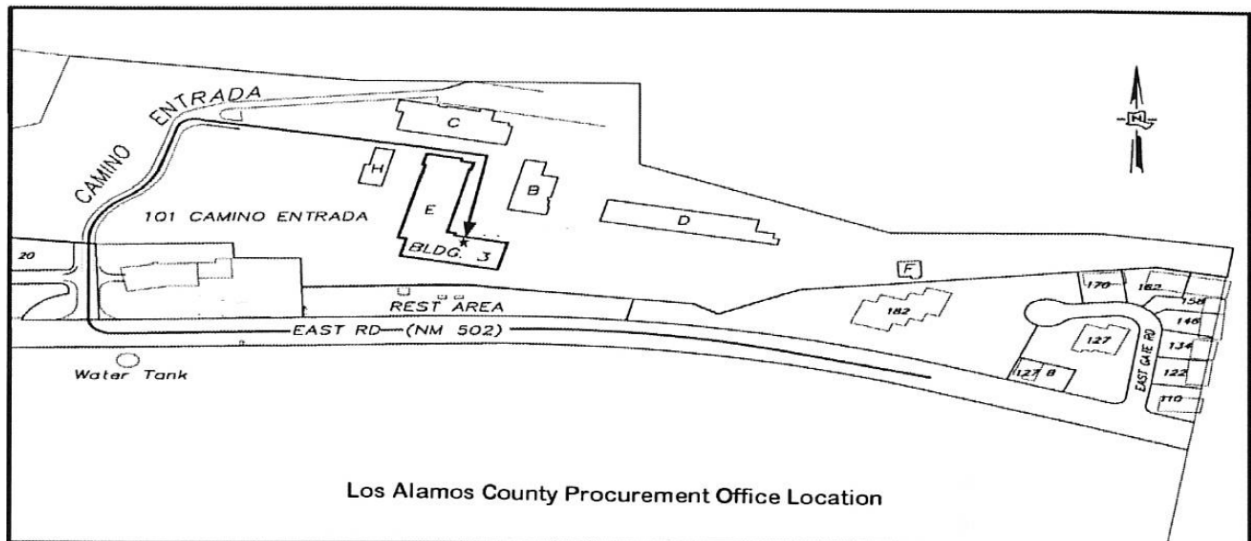
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

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, **2:00 p.m. Mountain Time, April 13, 2021** for this solicitation. **Clearly mark the RFP Number and Name and**

**Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

-  1. Drive WEST on NM-502 to Los Alamos.
  - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
-  2. Turn RIGHT on Camino Entrada.
  - Road slopes downhill and curves to the right.
-  3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
-  4. Enter glass door marked “PROCUREMENT.” See map below.



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to

County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.

9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to five (5) years, or until completion of Construction whichever is greater. 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).
14. **A Non-Mandatory Pre-Proposal meeting is scheduled for March 23, 2021, 10:00 AM Mountain Time, at WAC Facility, 1725 17<sup>th</sup> Street, Los Alamos, NM 87544 (Social Distancing will be observed).**

#### **CONTACT INFORMATION**

1. For project-specific information, contact [Wayne Kohlrust](mailto:Wayne.Kohlrust@lacnm.us), at [wayne.kohlrust@lacnm.us](mailto:wayne.kohlrust@lacnm.us); (505) 663-1873.
2. For procurement process information, contact [Derrill Rodgers](mailto:Derrill.Rodgers@lacnm.us), Deputy Chief Purchasing Officer at [derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us); (505) 709-5328.

#### **BACKGROUND INFORMATION RELATED TO THE COUNTY**

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 ~19,000 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 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.

#### **BACKGROUND INFORMATION RELATED TO THE WOMEN'S ARMY CORP (WAC) BUILDING**

During the Manhattan Project, a 20 person dormitory was built. The construction drawings are dated April 1943 and the current address of the building is 1725 17<sup>th</sup> Street. This particular dormitory was used to house members of the Women's Army Corp (WAC). In the "Enabling Legislation for Manhattan Project National Historical Park (MPNHP)," the eligible areas are defined for each site. For Los Alamos, "the former dormitory located at 1725 17<sup>th</sup> Street" is specifically noted. In the MPNHP Foundation Document (January 2017), the Women's Army Corp Dormitory was identified in the related resources at Los Alamos as "park-eligible in the park legislation but not within the current park boundary." Basically, the WAC dormitory is park-eligible but is currently not in the park.

County was approached by the owner of the property (Christian Science Society) that they wanted to sell the property. County agreed to purchase the property in 2019 and the sale closed in early 2020. Although no specific use of the property has been determined yet, the fact that the building is one of the few remaining buildings that were built and used during the Manhattan Project makes it highly desirable.

## NEED STATEMENT

1. County's Engineering and Project Management Division manages and oversees various remodeling and improvement projects involving County facilities. One of these facilities is the Women's Army Corps (WAC) Building, which the County acquired in 2019. County seeks a Design Team to provide design services, including obtain public input from a series of public meetings, and present up to three Concepts and Construction Estimates for the County Council ("Council") to consider. Council will select one preferred design to pursue.
2. The Design Team is to work through the design process from programming through construction administration, as well as undertake the process to Register the facility with the Register of Historic Places with the U.S. National Park Service and State of New Mexico Department of Cultural Affairs. The Design Team must consist of knowledgeable group of architects, engineers, and historic preservation consultants who can assess the building and provide improvements, yet not lose the historic character and significance of the building.
3. The current estimated construction funding level is \$2.5M; however, a final project budget will be determined by Council based on the public input received, the findings of the design team, and available funding.
4. While the term of the contract may be for a period of up to five (5) years, the best-case schedule scenario is a design process over the next twelve months and bidding for the construction for a summer 2022 construction period.

## SECTION B: STATEMENT OF SERVICES AND SCOPE OF WORK

### PROJECT REQUIREMENTS

All work must be done by or under the direct supervision of architects and/or engineers registered to practice in New Mexico.

The Successful Proposer Shall:

1. Enlist a team of architects, engineers, historic preservationists and other specialists to define the future uses, examine and make suggestions for improvements and upgrades to the WAC Building and site, identify deficiencies in terms of existing codes and the general condition of the building systems, and provide a plan to bring the building up to current codes along with ensuring the historic significance of the building is preserved.
2. Provide three concept designs and estimates for the public, County Staff, Tourism Implementation Taskforce, Historic Preservation Advisory Board, and Council to consider; Council will select one preferred design. It is anticipated the improvements will be made within the existing building envelope and property boundaries, with the exception of possible offsite utility or access improvements.
3. Evaluate the need for and suggest designs for a separate new restroom building to accommodate tourists if the existing building cannot accommodate the need easily or efficiently.
4. Develop the design and complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards.
5. Provide a design solution within the current anticipated construction budget, and provide guidance and recommendations, if necessary, on how to revise the project scope and/or budget so they are aligned prior to the commencement of the next phase of work.
6. Provide oversight of the project bidding and construction.

## SCOPE OF WORK

Selected Proposer shall provide:

### PHASE 1 – Existing Building/Site Evaluation, Conceptual Design Work, and Public Involvement

1. Evaluation of facilities including but not limited to:
  - a. Potential future uses of the facility such as a possible MPNHP visitors center, room that depicts and interprets what the building would have looked like as a dormitory in the 1940's time period it was built, classroom, gathering space, meeting room, etc. and are tourism focused.
  - b. Condition of the building exterior building envelope.
  - c. Condition and capacity of the electrical system including all sub-panels.
  - d. Condition and capacity of the heating and cooling mechanical units, hot water plumbing systems including filters, fans, controls, coils, furnaces, boilers, etc.
  - e. Condition of the interior finishes, floors and types of flooring, ceilings, walls, interior doors, and windows, etc.
    - i. Note: The County anticipates engaging an abatement contractor to remove the transite panel walls, lead paint, and any other asbestos containing materials (ACM) containing materials.
    - ii. All hazardous containing materials will be abated prior to construction/remodeling activities.
  - f. Condition of the parking lots, sidewalks, and landscaping on the WAC property
  - g. Americans with Disabilities Act (ADA) accessibility challenges and limitations.
  - h. Condition or need of the fire systems, including sprinklers, risers, detectors and other devices, and if they meet applicable fire safety codes.
  - i. Other identified applicable building safety code compliance related items of concern.
- a. Conceptual Design: Conceptual design work will involve the selected Proposer assisting with and leading meetings with potential tenants, stakeholders, and the public in a series of public meetings. These meetings shall take the form of design charrettes with those to be affected as well as the public to formalize a scope of work and development of three conceptual design solutions for architectural, structural, mechanical, electrical, civil, landscape, interiors and materials research and specifications as they apply to meet the intent of the scope of work and its functions and requirements.
- b. Selected Proposer will determine whether the desired future building use program and budget is achievable based on the functions and requirements or whether adjustments will need to be made, either in scope or by adding funding.
2. Prepare for, provide visual materials, attend and participate in up to ten public meetings (likely in a virtual format due to the ongoing pandemic)
  - a. Five to six public meetings to review the three initial design concepts with the public, selected committees and Boards, and the County Council, including preliminary cost estimates for each option.
  - b. Up to two presentations to the public and County Council at the end of the Schematic Design, one public meeting before the end of the Design Development Phase if a budget or scope change is needed, and the last one to two public meetings are for the award of construction contract and/or for any unanticipated needs that arise during the process.
  - c. Regular meetings with County staff are expected to gather necessary input for preparation for the public meetings (on-site or virtual as necessary)
  - d. Meetings will be required to apply for state and national level historic registration consideration and shall be a provided service in addition to the public meetings and meetings with County staff.
  - e. If it is determined that more public meetings are needed, Proposers shall include a unit cost for additional public meetings in their submitted fee proposal.

- f. Phase 1 professional service fees should be proposed as a lump sum amount for the described services and include unit costs and hourly rates as applicable.
- g. It is anticipated phase 1 services will take approximately six months to achieve.

## PHASE 2 – Schematic Design through Construction Administration Services

1. Phase 2 work will commence only with County Council approval to proceed with further development of the preferred concept design and associated budget.
  - a. Schematic Design: It is anticipated that much of the schematic design work will result in a report with some drawings to show what is intended in the design where applicable.
    - i. Drawings should convey what the design intent is and a general idea of what the finished product will resemble.
    - ii. Selected Proposer will provide calculations (mechanical, electrical, civil/structural, etc), assumptions used to develop the recommended strategies and a detailed cost estimate.
    - iii. In the event that the cost estimate approaches the project budget, Consultant shall provide alternatives to keep the project within budget. During this time, there may be additional check-in meetings with the various stakeholders.
    - iv. A schematic design submittal shall be provided to the County project manager in an electronic format that is web compatible. The County staff and identified stakeholders will require up to three weeks to review the submittal.
  - b. Design Development: The design development work involves providing continuing design and drawing documentation of the project.
    - i. During design development, the majority of the specifications needed during the project are identified.
    - ii. A set of drawings are to be developed which discuss the project, show where details will be developed and depict the project. The level of detail desired is between that of schematic design and construction drawings so that the County can review detailed drawings and make good assumptions of what the final design will look like.
    - iii. These drawings shall be very detailed and representative of what the final design will be. Much of the project will be dimensioned and key design details be shown to convey the design intent.
    - iv. The selected Proposer shall provide updated system calculations, assumptions and a detailed cost estimate.
    - v. If the cost estimate approaches the project budget, the selected Proposer shall provide alternatives to keep the project within budget.
    - vi. During this work effort, anticipate progress meetings in Los Alamos (or virtually during the ongoing pandemic) with County staff and selected stakeholders every other week.
    - vii. A design development submittal shall be provided to the County 's project manager in an electronic format that is web compatible. County staff and identified stakeholders will require up to three weeks to review the submittal. These will be considered 50% progress review drawings.
  - c. Construction Drawings: The construction drawings work will involve the consultant finalizing the plans and specifications in preparation for bidding the project for construction, up to and including award of the construction contract by the County Council.
    - i. There will be County staff reviews during this phase, typically at 90% and 100% completion.
    - ii. The selected Proposer shall provide final updated building system calculations, all assumptions and a detailed cost estimate.
    - iii. In the event that the cost estimate approaches the project budget, selected Proposer shall provide alternatives to keep the project within budget.
    - iv. During this work effort, anticipate progress meetings in Los Alamos (or virtually during the pandemic) with County staff and selected stakeholders every other week.

- v. A construction document submittal shall be provided to the County's project manager in an electronic format that is web compatible. County staff and identified stakeholders will require up to three weeks to review the submittal.
- d. Construction Bid or Proposal: Construction bid or proposal work involves the selected Proposer reviewing contractor submittals for applicability, answering contractor requests for information, substitution requests, and issuing architectural supplemental instructions as needed, performing inspection tasks to ensure that the design has been followed, final inspection of the improvements and an 11-month warranty walk-through when requested.
  - i. Anticipate a progress meeting in Los Alamos with stakeholders every other week at the construction site or selected meeting location.
  - ii. Selected Proposer will be required to attend one pre-bid or proposal meeting and shall be available throughout the bidding process to clarify and answer any questions about the issued bidding documents and shall provide to the County's project manager any addenda that may be required for distribution to prospective construction bidders. County project management and procurement staff shall ensure that all addenda are distributed to bidders and other interested parties.
  - iii. Selected Proposer will assist the County's project manager in reviewing all bids or proposals and in making recommendations for award of construction contract if needed.
- e. Construction Administration: Construction administration work includes but is not limited to review and approval of submittals, shop drawings, product literature, operating and maintenance manuals; providing written responses to clarification requests, change order review and evaluation, testing, review of equipment installation, on-site inspections, and field documentation. Selected Proposers review and approval/rejection of submittals shall occur generally within five working days. Further, the County's project manager shall have the authority to require a faster turnaround when needed to expedite the construction project. The selected Proposer will be notified 48 hours in advance when such a "fast track" is needed. Additional construction administration work includes:
  - i. Review the as-built drawings provided by the Contractor prior to final completion and provide recommendations for correction if needed.
  - ii. Post-Construction Inspection: Selected Proposer shall accompany the County's project manager and construction contractor on an 11-month inspection after completion of the construction as needed, to determine any necessary warranty work.
- 2. The selected Contractor is not to proceed to the next level of design work until a formal approval to proceed is issued by the County's Project Manager.
- 3. All signatory design professionals shall be licensed in the State of New Mexico for their professional design services.
- 4. Cost Estimating
  - a. Provide costs at the end of the levels of design work (schematic design through construction documents)  
The intent of these cost reviews is to ensure that the project is still within the approved budget.
  - b. The initial construction budget is \$2.5M. However, this may be amended based on the decision of County Council.
- 5. Other Requirements
  - a. Lead the effort and provide sufficient documentation to be able to register the facility as a National Historic Registered facility and assist with said registration at the state and national level.
- 6. Throughout, Contractor shall be available for WAC project related consultation and interpretation as required.

## **INFORMATION RELATED TO THE STATEMENT OF SERVICES AND SCOPE OF WORK –from County Code Chapter 31- PROCUREMENT**

### **Sec. 31-176. Construction projects.**

- (a) Except as provided in section 31-177 (Design-build projects), a person selected to perform architect-engineer or land surveying services shall not be eligible for consideration for construction projects that result from the person's design or engineering services obtained separately from construction services.
- (b) The successful person is not precluded from providing project management or construction management services for the design or engineering services which it has provided.

### **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 "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.

## **SECTION C: PROPOSAL REQUIREMENTS**

### **PROPOSAL FORMAT**

In order to facilitate evaluation, please format your proposal in the same order indicated below. Responses must include, Completed Proposal, including cost, on Proposer's own document. Additionally, complete and return COST SUMMARY SHEET, Exhibit "E" as part of the proposal response.

Proposals shall address the following items:

- A. Within the proposal, the Proposer shall provide:
  - 1. Describe their qualifications to perform the Statement of Services and Scope of Work described herein.
  - 2. Resumes of the primary members of the design team.
- B. Proposers must clearly demonstrate they currently have the requisite staff and necessary architectural and engineering expertise for this project.
  - 1. Proposer shall provide a minimum of 5 examples of their experience working on state or nationally registered historic projects.
  - 2. Examples shall contain the scope of work, specific role this team played, budgeted and actual cost for construction.
  - 3. Examples of projects that obtained a state or national level historic building or site registration.
- C. In the cost section of their proposal, Proposer shall describe their pricing and/or fee structure for a possible change in construction budget, prior to the construction document phase, assuming a change to budget or project scope is made by County prior to the start of construction document phase.
- D. Cost Proposal shall include a breakdown by:
  - 1. Phase 1 work.
  - 2. Phase 2 work.
  - 3. Historic registration work.
  - 4. Estimated NTE reimbursable expenses for Phase 1, Phase 2 and historic registration work.
  - 5. Include a schedule of hourly rates of the various staffing levels that will work on the project as well as a reimbursable expense rate schedule for travel and reproduction costs.
  - 6. Lastly, include a schedule of how the lump sum professional service fees would change if the construction budget were revised by County Council prior to the completion of the design development work.
- E. Copy of Team's State of New Mexico Professional License(s) with proper classifications.
- F. Provide permanent main office address of Company.
- G. Provide Organization's founding date.
- H. If incorporated, provide a certificate of good standing from the New Mexico Secretary of State's Office.

- I. The Respondent is hereby notified that by submitting a response to this RFP they authorize the County to authorize any person, firm, or corporation to furnish any information requested by the County or designated representative in verification of the recitals comprising this Statement of Respondent's Qualifications.
- J. Respondents should submit the signed Certificate Regarding Debarment, Suspension, and Other Responsibility Matters, Exhibit "B."
- K. Proposals shall address the following items and be less than 25 pages:
  1. Introduction, identification, and Statement of Qualifications of the proposed project manager;
  2. Introduction, identification, and Statement of Qualifications of all sub-consultants and/or discipline leads;
  3. Proposer's or team's prior experience with similar type services and working with local governments;
  4. Submit a minimum of five (5) professional references related to design services;
  5. Submit a minimum of five (5) professional references related to historic preservation;
  6. Consultant or team's prior experience with work on buildings on the National Register of Historic Places, collaboration with the State Historic Preservation Office, and with government-owned facilities
  7. Proposer shall describe QA/QC procedures to be used for the duration of the construction contract. This item is not considered to be included in the 25 page requirement, or as part of the evaluation.
- L. Individual Addendums with Acknowledgement.

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

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Experience and Qualifications.	<b>30</b>
<b>2</b>	Requisite Staff and Necessary Engineering Expertise.	<b>20</b>
<b>3</b>	Historic Registration Expertise.	<b>20</b>
<b>4</b>	Cost (Cost Proposal)	<b>20</b>
<b>5</b>	Completeness and professionalism of the Response	<b>10</b>
	<b>Total Score</b>	<b>100</b>

**SECTION D: DOCUMENTS TO BE INCLUDED IN PROPOSAL**

- 1. Exhibit "B" CERTIFICATION REGARDING DEBARMENT**
- 2. Exhibit "C" CAMPAIGN CONTRIBUTION DISCLOSURE FORM**
- 3. Exhibit "D" VERIFICATION OF AUTHORIZED OFFEROR**
- 4. Exhibit "E" COST SUMMARY SHEET**

SECTION E: EXHIBITS

Exhibit "A"  
SAMPLE SERVICES AGREEMENT  
RFP NO: 21-45

RFP Name: WAC Design and Historic Registration Services

AGR21-XX



INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 20xx.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-\_\_\_\_\_ (the "RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP; and

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

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

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

**[FOR CONTRACTS MORE THAN \$50,000.00] -- WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on \_\_\_\_\_; and

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

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

**SECTION A. SERVICES:**

**1. Contractor Services.**

**2. Deliverables.**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein. *[At County's sole option the Agreement may be renewed for up to three (3) 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

**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  
1000 Central Avenue, Suite 100  
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 "C." 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:** \_\_\_\_\_  
**HARRY BURGESS** **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: 21-45**

**RFP Name: WAC Design and Historic Registration Services**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit “C”**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 21-45**

**RFP Name: WAC Design and Historic Registration Services**

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

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

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

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

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor;.

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

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

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

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

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

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

(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: 21-45  
RFP Name: WAC Design and Historic Registration Services**

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

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

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference? \_\_\_ Yes      \_\_\_ No

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

**Exhibit "E"**  
**COST SUMMARY SHEET**  
**RFP NO: 21-45**  
**RFP Name: WAC Design and Historic Registration Services**

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

**COST PROPOSAL:** The cost proposal should be included as part Respondent's Proposal Response Packet. The following list is a sample representation of the items the County knows currently could possibly need to be tested and abated. If price breaks exist for varying quantity, please specify. If more items are provided by your company, please list.

Item No.	Description	Unit of Measure
1	Phase 1	Not to exceed amount
2	Phase 2	Not to exceed amount
3	Historic Registration	Not to exceed amount
4	NTE Reimbursable Expense Amount	Not to Exceed Amount
	Total Proposal	

Item No.	Description	Unit of Measure
5	Staff Hourly Rates	Listed Unit Rates
6	Reimbursable Expense Rates Sheet	Listed Unit Rates
7	Professional Service Rate Schedule if Construction Budget Revised before end of Design Development work	Fee as percentage of construction cost for construction documents through construction administration work

# INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3  
Los Alamos, New Mexico 87544 (505) 661-4568  
Procurement Division



**March 17, 2021**

## **TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:**

**Request for Proposals No. RFP21-45**  
**RFP Name: WAC Design and Historic Registration Services**

### **Addendum No. 1**

This Addendum No. 1 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

1. Los Alamos County possesses several sheets from the original construction plans which are now available for review on the FTP Site.

[ftp://files.losalamosnm.us/pw/RFP\\_21-45 WAC Design and Historic Registration Services/](ftp://files.losalamosnm.us/pw/RFP_21-45_WAC_Design_and_Historic_Registration_Services/)

Note: Google Chrome no longer supports FTP access, internet browsers such as Internet Explorer and Firefox do currently support FTP access.

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.1 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 1 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.1.

Signed	Print Name	Date
<hr/>		
Title	Company	

# INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3  
Los Alamos, New Mexico 87544 (505) 661-4568  
Procurement Division



**March 25, 2021**

## **TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:**

**Request for Proposals No. RFP21-45**  
**RFP Name: WAC Design and Historic Registration**

### **Addendum No. 2**

This Addendum No. 2 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

Please see below the agenda from the Non-Mandatory Pre-Proposal Meeting held March 23, 2021.

### **PRE-PROPOSAL AGENDA** **WAC Design and Historic Registration Services** **RFP 21-45** **March 23, 2021, 10am**

1. Welcome and Introductions
2. Plans and specs available on the County's Projects web site
  - a. Original Proposal Doc and Addendum 1 (original drawings) have been issued so far.
  - b. Addendum 2 will include the sign-in sheet, Q&A from the meeting, minutes from this meeting and other information
  - c. Proposals are due April 13, 2021, 2pm @ Procurement
  - d. Please contact Derrill Rodgers for the proposal package since electronic form is the only means of obtaining forms. [derrill.rodgers@lacnm.us](mailto:derrill.rodgers@lacnm.us)
  - e. Please submit any questions or feedback to Wayne via email by Wednesday March 31, noon. [Wayne.kohlrust@lacnm.us](mailto:Wayne.kohlrust@lacnm.us)
3. Scope and some high points
  - a. The County purchased the building from the Christian Science Church in 2020 and has been working toward what the building will be ultimately purposed.



- b. The desire of the County is to capture the identity of the building currently, which is mostly the same from its original construction in 1943. Then, document the improvements. Finally, assist in registering the facility as an Historic building.
  - c. Assist with the change in Zoning to what the building's final purpose will become.
  - d. Assist in public meetings to capture suggestions and comments received.
  - e. Provide design services based on County direction.
- 4. Permit Information
  - a. Ultimately, construction will be permitted through CID for Building, Mechanical, Plumbing and HVAC, as well as the Los Alamos County Fire Marshal's office for all fire suppression and notification equipment.
  - b. County will submit the Construction Drawings to CID.
- 5. Project timing:
  - a. Award May 2021
  - b. Assess the current facility for compliance with current code and work required to bring the building up to code.
  - c. Facilitate up to 10 meetings during programming and design, including County Board, Commission and Council presentations.
  - d. Desire to enter construction in 2022 or 2023, with a 12 months construction time.
- 6. Contractor schedule for procurement, progress, values for progress payments, submittals, QC Plan
  - a. Progress is generally measured by estimates of work completed.
  - b. Values for progress payments are based on the schedule of values that the contractor is required to submit prior to the first payment request along with a cost-loaded schedule (preferably in MS Project)
  - c. Contractor to provide an updated schedule showing project progress with each Pay Application.
- 7. Other items of note:
  - a. It is anticipated that the testing of materials for asbestos and lead-based paint will be contracted by the County through one of its On-Call testing and Abatement contractors.
  - b. Asbestos Abatement will occur during Design.
  - c. Lead-based paint abatement will need to be included in the construction specifications so the work can occur during construction and coordinated by the GC
- 8. Maintaining record documents
  - a. Consultant shall be responsible for assisting with the compiling of information from the public meetings and providing Construction Documents for and reviewing as-built documents after construction. Also, Consultant shall prepare all the required documents for the Historic Registration process and assisting the County with said registration.
- 9. Questions from attendees
- 10. Tour

Please see below the attendance sheet for the Non-Mandatory Pre-Proposal Meeting:

## Non-Mandatory Pre-Proposal Attendance

Project: RFP21-45 WAC Design and Historic Registration Services

Meeting Date: 10:00 a.m. Tuesday, March 23, 2021

Location: Los Alamos County - WAC Building- 1725 17<sup>th</sup> Street, Los Alamos, New Mexico 87544

	Name	Company Represented	Phone	E-mail
1	Derrill Rodgers	LAC - Procurement	663-3507	
2	MICHELLE MCKSTROM	MHA	208-4144	michele@mullenheller.com
3	John Wymann	NCA Architects, PC	255-6400	jwymann@nca-architects.com
4	Linda Matteson	LAC - CMO	662-8086	
5	ERIC MARTINEZ	LAC - PW	662-8161	
6	Anne Laurent	LAC - PN	662-709-5064	anne.laurent@lacnm.us
7				
8				

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.1 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 2 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.2.

Signed	Print Name	Date
--------	------------	------

Title	Company
-------	---------

# INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3  
Los Alamos, New Mexico 87544 (505) 661-4568  
Procurement Division



**April 1, 2021**

## **TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:**

**Request for Proposals No. RFP21-45**  
**RFP Name: WAC Design and Historic Registration Services**

### **Addendum No. 3**

This Addendum No. 3 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

1. The RFP has a 25 page limit but does not note what pages are excluded from the page count (i.e.: dividers, cover letter, etc.). Could you please let us know what pages are excluded from the 25 page maximum?

Response: The 25 page limit only applies to the proposal response, it does not apply to dividers or cover letter.

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.3 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 3 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.3.

Signed	Print Name	Date
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Title	Company	
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