

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 709-5503

Advertised: December 5, 2024

Closing Date: January 7, 2025

Non-Mandatory Virtual Pre-Proposal Conference: December 16, 2024, 3:00 p.m. Mountain Time

**Request for Proposals (“RFP”)
RFP Number: 25-37
RFP Name: Guaje Pines Cemetery Master Plan**

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP25-37 Guaje Pines Cemetery Master Plan.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Contract Manager, jaime.kephart@lacnm.us to confirm the Proposal was received.

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

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain January 7, 2025**, 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, six (6) 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, January 7, 2025**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

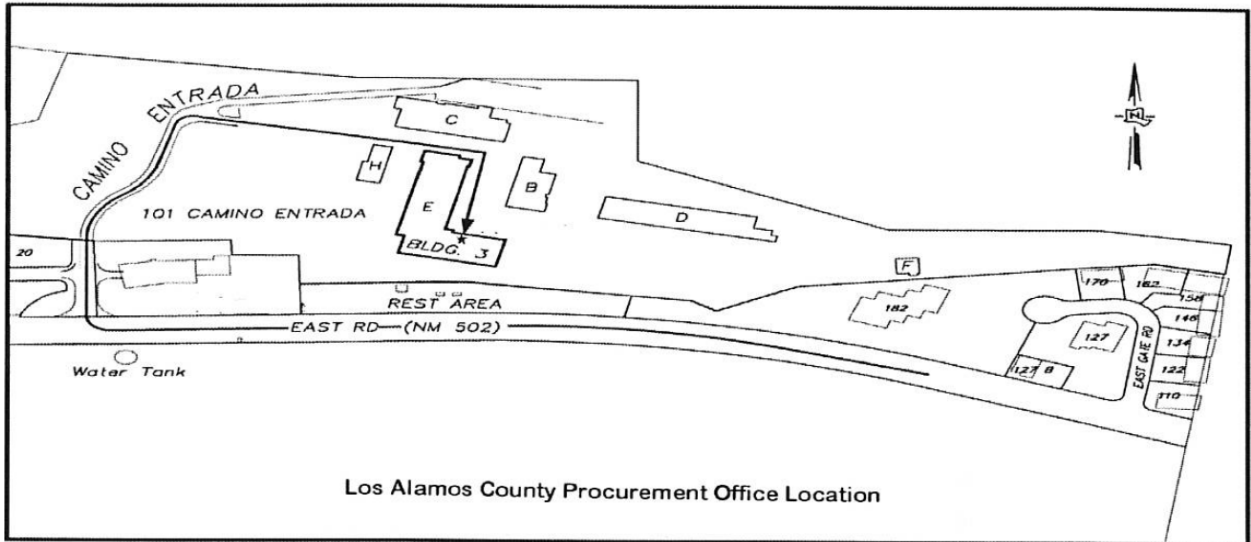
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
 - o 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 seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with

its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

1. **A non-mandatory virtual Pre-Proposal Meeting will be held on December 16, 2024, at 3:00 p.m. Mountain Time via MS Teams. The meeting can be accessed at this link:**

<https://tinyurl.com/rfp2537>

Meeting ID: 236 727 218 300
Passcode: uv2Z8fi6

CONTACT INFORMATION

For procurement documents and process, project-specific information, or to submit written questions, contact the following and include all contacts listed on all correspondence sent via email:

- Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503.
- Wendy Parker, Parks Superintendent and Project Manager, at wendy.parker@lacnm.us.

As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at <https://lacnm.com/bids>.

NEED STATEMENT

The Incorporated City and County of Los Alamos ("County") is seeking a professional consulting firm to develop a comprehensive Cemetery Master Plan for the approximately 9-acre Guaje Pines Cemetery and associated facilities in Los Alamos, New Mexico, focusing on the remaining thirty-percent (30%) of unplanned land. The Cemetery Master Plan will incorporate the design and planning for a columbarium section, memorial wall, and additional planned sections for plots with the goal to provide a long-term vision that meets the needs of the Los Alamos community while preserving the cemetery's aesthetic, functional, and cultural values.

BACKGROUND

- 1) **General Background Information.** Los Alamos County is approximately 109 square miles with only approximately 11 square miles of County controlled land. Much of this land is preserved as open space and parks, approximately 4,750 acres, about 65% of the controlled space. The remainder of the County is under US National Forest, US National Park, and Department of Energy (Los Alamos National Laboratory) control. The County has two distinct population centers: Los Alamos Townsite and White Rock. Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visitlosalamos.org) for more information.
- 2) **Background Information Related to the Scope of Services.** The Guaje Pines Cemetery is approximately 9 acres of memorial garden cemetery, as illustrated in Exhibit F, that currently has typical grave sites and two installed columbarium, two more columbarium ordered to arrive in 2025, and maintenance facility and material storage areas (the "Cemetery"). The Cemetery is owned, operated and maintained by the County. The Cemetery is adjacent to Rendija Canyon on the northeast side of the townsite.
 - a) The need for the Cemetery Master Plan has several key elements:
 - i) Space limitations, the Cemetery is fast approaching capacity for full burials;
 - ii) Limited area for expansion;
 - iii) Additional space for columbarium; and
 - iv) Best use of the remaining limited property for internment and perpetual care.
 - b) County residents and visitors value the outdoors and the opportunities presented there. For many, quality of life in Los Alamos County is a huge component of their daily lives, and many wish to have this as part of their final resting place.

- c) Quality of life is identified in the 2024 Los Alamos County Strategic Leadership Plan. This Cemetery Master Plan is intended to provide a road map to improve this property, all associated costs, and maintenance standards.

SCOPE OF SERVICES (or WORK)

The successful Offeror (“Consultant”) will provide some or all the following services. All items necessary for the successful delivery of Services may not be included in the proposed Scope of Services herein. Offerors are expected to identify and highlight in their Proposal any deviations or modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering Services.

- 1) **General:** Consultant will provide services to collect and assess Los Alamos community and potentially affected interest input and complete a Cemetery Master Plan (the “Plan”) for the future use, internment and perpetual care of the Cemetery. The specific area to be assessed is included herein for informational purposes as Exhibit F.
- 2) **Comprehensive Cemetery Master Plan:** Provide a single comprehensive Cemetery Master Plan to include, the following:
 - a) **Safety and Accessibility Assessment:** Consultant will conduct a thorough inventory of all safety issues within the Cemetery and identify areas of non-compliance with the Americans with Disabilities Act (“ADA”) within the Cemetery. Focus areas include entry points, egress to existing structures, sidewalks, amenities, parking, and any other areas recommended by the Consultant.
 - b) **Site Analysis and Existing Conditions:** Conduct a detailed site assessment, including topography, soil, drainage, section signage and climate considerations.
 - c) **Evaluation of Existing Spaces:** Evaluate existing spaces, structures, physical conditions, and functionality.
 - d) **Columbarium Section:** Develop a design for a columbarium area, including the number of niches, materials, and layout. The Cemetery has two current columbaria located on the northside of the circle.
 - e) **Memorial Wall:** Plan and design a memorial wall that can accommodate inscriptions for individuals desiring to memorialize a loved one or family member.
 - f) **Planned Plot Sections:** Design additional sections for future burial plots, optimizing space while preserving accessibility and landscaping.
 - g) **Sustainability:** Incorporate sustainable and environmentally friendly practices in the design, including xeriscaping to accommodate the desert climate.
 - h) **Irrigation:** The design of new irrigation system is not part of the scope of this project, the Consultant shall provide an assessment of irrigation systems based on the age and performance. The Consultant shall provide general recommendations and best practices for the future design of cemetery irrigation systems.
 - i) Determine what professional services are needed to repair or replace the irrigation system.
 - ii) Research opportunities to reduce water consumption.
 - i) **Review and Recommendations for the Maintenance Building:** Review the existing location of the maintenance building and provide other options for location on the property.
 - j) **Community Engagement:** Integrate feedback from the local community to ensure the design reflects their needs and expectations.
 - k) **Recommendation of Additional Amenities:** Recommendation of additional amenities or space use that support reflection and memorial areas.
 - l) **Signage Identification.** Identification of any signage location requirements for all items in the Cemetery.
 - m) **Regulatory and Permitting Considerations:** Review and ensure compliance with all applicable local, state, and federal regulations.
 - n) **Phasing and Implementation Plan:** Develop a phased implementation plan, outlining a realistic timeline for completion.
 - o) **Cost Estimates:** Cost estimates for construction items noted in the plan.

- 3) **Project Initiation:** Consultant will, within ten (10) business days from the Effective Date of the Agreement, or within a timeframe proposed in Consultant's RFP response and agreed to by County, schedule an in-person kick-off meeting with the County's designated Community Development Department staff ("Project Team"), as determined by the Community Services Director or designee ("Project Manager") at a date, time, to be agreed upon by both Parties.
 - a) In preparation for, and prior to the kick-off meeting, the Consultant shall review the Code Sections identified below and related plans, studies, and information, which include, but are not limited to the following:
 - i) Code Sections Identified by County Requiring Consultant Assessment:
 - (1) Chapter 16 - Development, and specifically, Article I, Division 5 and Division 6.
https://library.municode.com/nm/los_amos_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH16DECO
 - (2) Chapter 18 - Environmental. This chapter governs the eventual code compliance plan
https://library.municode.com/nm/los_amos_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH18EN
 - ii) Related Plans and Studies:
 - (1) ADA Audit Transition Plan for the Guaje Pines Cemetery
<https://losalamosnm.egnyte.com/fl/n6CL6qbg4i>
 - b) As part of the kick-off meeting, the Parties shall, at a minimum:
 - i) Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Consultant's Proposed Project Plan and Schedule. The Project Plan and Schedule shall include, at a minimum, the Consultant's anticipated need for travel to Los Alamos, due dates for deliverables, and Project milestones.
 - ii) Review the scope of work and identify any Project issues to be addressed in the course of the Project.
 - iii) Establish communication protocols, meeting frequency, and meeting format, with meetings occurring either in-person or online in a virtual format.
 - iv) Identify document format and data transfer methods between Consultant and Project Team related to the performance of the Agreement.
- 4) **Project Management:** Consultant will perform the following project management duties.
 - a) **Project Documentation and Meeting Materials:** Consultant will:
 - i) Produce agendas, meeting materials, and provide notes for all calls and meetings, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes shall be prepared in typed form and furnished electronically to the Project Manager within five (5) business days after the date of the meeting, throughout the term of the Agreement.
 - ii) In coordination with County staff, identify and collect the required data that shall be necessary to complete the Cemetery Master Plan.
 - b) **Project Reports.** Consultant will provide the Project Manager with a monthly Project Status report that includes a summary of accomplishments by task, Project assessment, and deliverables for the reporting period in the form mutually agreed upon by County and Consultant.
 - c) **Site Visits.** Consultant will coordinate with County staff a time and date to come on-site to do a visual inspection of the Cemetery within ten (10) business days of the Kickoff Meeting to gather information and evaluate critical and sensitive areas, which will aid in the development of the Plan design development.
 - d) **Presentations and Approvals:** In coordination with the County obtain input from potentially affected interest groups and the Community by leading and participating in two (2) community listening sessions to gather ideas. The information from these listening sessions will be the basis for two (2) conceptual plans for proposed improvements to the area for community input:

- e) Following listening sessions and development of a preliminary phased renovation plan, lead and participate in up to two (2) community meetings for discussion of concepts. While in-person meetings are desired we expect an online component to ensure greater access to the process, online meetings may be planned if necessary. Please provide line-item costs for up to three (3) more 2-hour public meetings. Provide individual costs for in-person and virtual meetings.
 - f) Prepare two (2) graphic designs of conceptual elements for display at community meetings.
 - g) Make presentations, gather feedback, and share results with County staff and potentially affected interest groups.
 - h) Use the feedback from the public input sessions and staff to develop a preliminary phased renovation plan concept for the area. The plan should include:
 - i) A phased approach with estimated cost for construction.
 - ii) Prioritized areas for development, accompanied by rationale.
 - i) Identify short-term and long-term maintenance recommendations to include:
 - i) Estimated annual effort and cost of staff maintenance.
 - ii) Long-term maintenance management as if operated by staff, volunteers, and Consultants.
 - j) The preliminary conceptual plan from this feedback will be presented to the Parks and Recreation Advisory Board.
- 5) **Final Plan.** Following a presentation to the Parks and Recreation Advisory Board, Consultant will provide a final Plan with the summary of public feedback, conversations, and final renderings with estimated cost at the time of completion to County staff for review.
- a) Upon approval of final plan by County staff, Consultant will present the final Plan to the County Council, at a meeting held at a date, time, location, and in a format to be determined. Consultant will attend Council meetings remotely if they are held in a virtual format, or if requested by County, shall attend these meetings on-site if they are held in an in-person format, fees for which will be charged at the rates proposed in Consultant's RFP response.
 - b) Consultant will attend additional Council meetings and/or Planning Commission meetings as needed and requested by County, should County identify the need for revisions or further analysis or clarification prior to Council considering adoption of any recommendations. Offerors are asked to include in their Proposals all such related costs, including costs for additional professional time and travel, for additional unknown revisions, analysis, or meetings, held either virtually or in-person.
- 6) **Additional or Optional Services.** Consultant understands and agrees that County governing bodies may request additional edits, revisions, or public input in addition to what is provided in the Agreement. The parties will work in good faith to amend the Project Schedule and/or compensation, if applicable or as may be authorized, to accommodate the additional requests by the governing bodies. If such changes increase costs of the Project beyond the not-to-exceed compensation amounts provided herein, such an increase must be approved and authorized by an Amendment to the Agreement.
- 7) **Software.** Consultant must identify the terms and conditions for County access to any proprietary software it may use for the purpose of file sharing or data storage of deliverables.

ESTIMATED RFP PROCESS DATES

The estimated dates of the RFP process are tentatively planned as follows, and at County's discretion, may be subject to change without prior notification:

| RFP Process | Estimated Dates |
|---------------------------------------|------------------------------|
| Advertise RFP | December 5, 2025 |
| Non-Mandatory Pre-Proposal Conference | December 16, 2025 |
| Date Proposals are Due | January 7, 2025 |
| Proposal Review and Selection | January 7 – January 28, 2025 |
| Contract Drafting and Legal Review | January 28 – March 13, 2025 |

| | |
|--|----------------|
| Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.) | March 25, 2025 |
|--|----------------|

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.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

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

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror 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 prior to County's obligation to pay for the Services.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

Offerors shall submit a Proposal to the County in the format described below.

All proposals shall be in 8½ by 11-inch format. Proposals shall be single-spaced, no more than twenty (20) pages, excluding attachments.

Proposals shall include, but need not be limited to, the following six (6) components as identified below. For uniformity in the proposal review process, please sequence your proposal as shown below. Information provided for this, and the following sections may be used in the contract between the successful Offeror and the County.

1. Experience

- a. Describe the history and purpose of the organization/business.
- b. Summarize the organization's experience in providing services of the type requested herein. Include a list of similar projects completed in the past three (3) years.
- c. Discuss accomplishments, with most recent achievements listed first.

2. Project Team

- a. Provide a list of personnel assigned to the project. Identify lead contact.
- b. For each project team member, describe role in project, qualifications, education, and experience, with emphasis on experience with similar projects.

3. Scope of Services

For each item under Scope of Services in this RFP, describe Offeror's ability to provide the Services, identify and describe any known constraints in fulfilling the Scope of Services as described, and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Plan

- a. Provide a detailed project plan which includes each item listed under the Scope of Services section.
- b. Describe any additional products or services recommended to increase the value of the project.

4. Project Timeline

- a. Describe major steps and milestones of project from start to completion.
- b. Describe responsibilities of Contractor versus County.
- c. Provide a timeline of steps and milestones.

5. References – Provide three (3) references and plans from similar projects within the past five (5) years. References should include:

- a. Company Name
- b. Contact Name

- c. Contact Email Address
 - d. Contact Phone Number
- 6) **Cost** – Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: *“Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.”*
- a. Using Exhibit E or Offerors own similarly formatted document, propose costs for all services, defined clearly in individual line items. Describe costs for reimbursable expenses, if any. If travel costs are proposed as direct reimbursable costs. Offeror’s should note the County’s travel guidelines provided in Exhibit E and note any deviations or exceptions proposed by Offeror. Describe costs for the expected number of meetings as well as costs for additional meetings, if necessary, additional meetings should be priced on a per meeting basis.
- 7) **Appendices** (Forms, Resumes, etc.).

DOCUMENTS TO SUBMIT WITH PROPOSAL

- 1) Any deviations to Exhibit A: Sample Services Agreement, identified in track changes.
- 2) Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
- 3) Exhibit C: Campaign Contribution Disclosure Form
- 4) Exhibit D: Verification of Authorized Offeror

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

| | Criteria | Weighted Points |
|----------|--------------------------------------|------------------------|
| 1 | Experience | 20 |
| 2 | Project Team Qualifications | 15 |
| 3 | Ability to Provide Scope of Services | 25 |
| 4 | Project Timeline | 10 |
| 5 | References | 10 |
| 6 | Cost | 25 |
| | Total Score | 105 |

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 25-37
RFP Name: Guaje Pines Cemetery Master Plan

AGRXX-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"), collectively (the "Parties"), to be effective for all purposes _____, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

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. 2X-XX ("RFP") on _____, requesting proposals for _____, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, Contractor was awarded a *[type of agreement]* with *[agency]* on *[date]*, as a result of *[type of competitive solicitation, name and number]*; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, County requested a quote from Contractor for *[services or goods requested]*, as provided for in the *[type of cooperative agreement]*, and Contractor provided a quote to County that complies with the pricing terms of the *[type of cooperative agreement]*; and

[FOR RFP'S ONLY] -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

[FOR RFP'S ONLY] -- **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 DPU CONTRACTS MORE THAN \$100,000.00] -- **WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$300,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall 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: *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

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 County Manager may renew this Agreement for up to _____ (____) consecutive one-year period(s), 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 ("NMGRT"). 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, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, 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 NMGRT 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 shall 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 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 shall 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 meets 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 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, stating 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 shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured. *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books

of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: 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.

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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the

circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. 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 T. 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 shall 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 U. TERMINATION:

- 1. Generally.** The County Manager 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 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 V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, 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:

Title

Company

Address

E-mail:

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail:

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit X. Contractor must submit this form with this Agreement, if applicable.

OR

SECTION Z. 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 AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AD. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit X. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

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: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____
DATE

NAME: _____

TITLE: _____

SAMPLE SERVICES AGREEMENT AGRXX-XXX
Exhibit X
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, NMSA 1978, §§ 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 |
|------------------------|-------------------|------------------------------|
| Name: | | |
| Title: | | |
| Address: | | |
| City/State/Zip: | | Los Alamos, New Mexico 87544 |
| Email: | | |

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 shall 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.

Exhibit B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP NO: 25-37
Guaje Pines Cemetery Master Plan

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder 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; and
 - (b) have, within a 3-year period preceding this certification, 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; and
 - (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 current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
 - (e) 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; and
 - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (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 Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
Campaign Contribution Disclosure Form
RFP NO: 25-37
RFP Name: Guaje Pines Cemetery Master Plan

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: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

| | |
|--------------------------|--|
| <input type="checkbox"/> | 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, and I have disclosed those contributions. |
| <input type="checkbox"/> | 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: 25-37
RFP Name: Guaje Pines Cemetery Master Plan

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)

Exhibit E
COST SUMMARY SHEET
RFP NO: 25-37
RFP Name: Guaje Pines Cemetery Master Plan

Offerors shall submit costs on their own document or this attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

If planning to utilize subcontractors, please name the subcontractors and the portion of Services they will perform.

| | Hourly Rates | Total Hours | Total Amount |
|--|--------------------|-------------|--------------|
| Direct Labor (Hourly Rate by Classification)* | | | |
| | | | |
| | | | |
| Total Labor | | | |
| | | | |
| Direct Costs* | Per Night/Per Mile | | |
| Travel, Lodging** | | | |
| Travel, Food | | | |
| Travel, Mileage | | | |
| Reproduction/Printing/Binding | | | |
| Supplies | | | |
| Total Direct Costs | | | |
| | | | |
| Total Cost | | | |

***If rates will change in the second year, please include those along with rates for year one.**

****Travel Guidelines:**

If Offeror's travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or a minimum of \$0.45 per mile;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;

7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit F
Guaje Pines Cemetery Site Map
RFP NO: 25-37
RFP Name: Guaje Pines Cemetery Master Plan

