

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 709-5503

Advertised: March 4, 2025

Opening Date: March 20, 2025

**Request for Information ("RFI")
RFI Number: 25-48
RFI Name: Website VLOG Application**

GENERAL INFORMATION

1. This solicitation is a Request for Information ("RFI"). The County may utilize the responses received from this RFI to develop specifications and/or scope of services for a future procurement or to gauge interest in a future procurement. A sole source selection may also result when there is only one respondent to an RFI.
2. Virtual RFI Opening: Interested parties may join the virtual RFI opening held via MS Teams on March 20, 2025, at 2:00 p.m. Mountain Time at the following web address:

<https://tinyurl.com/rfi25-48>

Meeting ID: 211 868 827 246

Passcode: fy6ST96H

3. The following terms may be used interchangeably throughout:
 - a. "Respondent," "You/Your"
 - b. "System," "Software," "Solution," "Application"
4. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFI25-48 Website VLOG Application.**

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

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

Only emails with submissions received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, March 20, 2025**, will be reviewed.

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

5. The Incorporated County of Los Alamos ("County") invites submissions from all qualified Responders. No submission may be withdrawn after the scheduled closing time. Submissions 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 RFI as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the submission. Submission preparation is at the Responder'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 submissions are due.
8. County reserves the right, at its sole discretion, to accept or reject any responses; to waive any and all irregularities in any or all statements or responses; to request additional information from any or all respondents.
9. Solicitations are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFI shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, submissions shall be considered public documents and available for review and copying by the public.

CONTACT INFORMATION

To request documents, submit written questions, or request procurement process or project specific information, contact the following and include all contacts listed on all correspondence sent via e-mail.

1. Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503.
2. Cathy D'Anna, Public Relations Manager and Project Manager for this solicitation, catherine.danna@lacnm.us.
3. As an additional courtesy to interested parties, this RFI and related documents may also be downloaded from the County's website at the following address: <https://lacnm.com/bids>

NEED STATEMENT

The Incorporated County of Los Alamos ("County") Department of Public Utilities ("DPU") is seeking information from qualified service providers who provide fully hosted video blog software solutions ("Solution").

BACKGROUND

1. **General County Background Information.** The County is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities. Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visit.losalamos.com) for more information.
2. **General Online Profile.** The County has a single website for all departments at www.losalamosnm.us. Each department has staff responsible for development and maintenance of their department-specific pages. Additionally, the larger County and many of its departments/divisions maintain presences on a variety of social media channels, including Facebook, Instagram, Threads, LinkedIn, NextDoor, and YouTube.

SCOPE OF RESPONSE

1. **Generally.** Desired functionality of the Solution includes simple built-in recording tools to record short videos at a variety of locations, edit those videos, and upload them to the web. The page on which they are uploaded may be on the County website or a separate webpage provided by the Respondent. Separate webpages must be solely for County content and must be branded as such. At a minimum, the videos will be in response to citizen inquiries or concerns

and the solution should have a mechanism to make that relationship obvious to webpage visitors.

2. Abilities and Functionality.

- a. Provide a product overview of the solutions and tools your company offers to meet the County's needs as stated in the Scope of Response; address in detail your ability to provide the following solutions, tools, and services; and describe specifically *how* your solution provides the following needs:
 - i. A robust, fully-hosted, video blogging system that allows County users to record video through built-in Customer Relationship Management ("CRM") tools, edit as necessary, and upload to the County website or Respondent's website that can incorporate County's branding standards (e.g., logos, colors, etc.) for a cohesive look and feel between County's website and Respondent's website.
 - ii. Solution must feature a method for citizens to ask questions or submit concerns while limiting their ability to engage in back-and-forth communication on the page such as might occur on a social media post and allow County staff to respond via a short video.
 - iii. County's preference is that the Solution include a teleprompter feature to assist County users with preparing and recording video response scripts.
 - iv. Recordings should be made through individual smartphones, tablets, and computers, regardless of model as long as they are equipped with cameras and audio recording capabilities.
 - v. Functionality should be simple and intuitive so that the majority of smartphone, tablet and computer users can use the tool independently with minimal training.
 - vi. User licenses should not limit how many County employees can record videos. Limitations may be placed on users who edit and upload.
- b. **Software Feature and Functionality Matrix.** Provide a product or software feature and functionality matrix or list that provides, in detail, all the abilities and functionality of each tool, module, app, etc. you offer to meet the County's needs. If you offer other optional tools and products you think may also be of interest to the County, please provide a product or software feature and functionality matrix or list for those as well.

3. Integrations. Describe if and how your solution can integrate with the County's following current systems:

- a. Integration with County's current website, which is currently hosted through Open Cities.
- b. Integration with social media channels, if available.
- c. Integration with County's Zencity Community Engagement SaaS Platform, if available.

4. Pricing and Costs.

- a. The County desires to and may contract for up to fifteen years for software. If your firm chose to respond to a future solicitation or other type of procurement, describe your ability to provide pricing for and contract for a multi-term agreement up to fifteen years

and describe any concerns or challenges with being able to provide pricing and contract for that length of time. Please confirm your understanding that the County cannot agree to auto-renewal or “evergreen” provisions in an agreement and would seek to enter into an agreement with a provider with defined term start and term ending dates.

- b. In order to provide pricing and costs what kind of detail and background information might you require from the County? If you have an intake or new customer questionnaire you typically provide, please attach it to your response to this RFI.
- c. Provide a typical cost for initial product implementation.
- d. Describe a typical pricing format for your services. Provide a rough order of magnitude or a range of typical annual costs based on your most basic service vs. a more all-inclusive package of products and services.
- e. If your firm has a current contract for the requested Solution issued under any of the following conditions, please describe the contract, the entity with whom you’ve contracted, the agreement number, and if available, provide a link to the agreement online:
 - i. A current federal contract (e.g., GSA or FSS);
 - ii. A current contract with the State of New Mexico or any other New Mexico governmental entity;
 - iii. A current contract issued under a cooperative purchasing agreement with another public entity; or
 - iv. An existing contract, that was subject to competitive solicitation, with another government or agency thereof.

5. **Implementation and Training.** Describe your implementation and training process and timeline for new customers and whether your company provides the following implementation and training services:

- a. Assigned Account Manager or Client Success Manager,
- b. Initial training during implementation,
- c. On-going training program with, live, virtual, or on-demand training,
- d. In-app product walkthroughs, or
- e. User conferences or meetups.

6. **Security Policies and Questions.** Provide a copy of your security policies and answer the following questions related to security.

- a. Do you maintain operations within the continental United States and where would our data be stored? Where are your datacenters located?
- b. Do you use encryption in-transit and at-rest?
- c. How often and where do you back up data?
- d. Who owns the data in your system?

- e. Which cloud provider do you use?
 - f. Do you offer a production environment separate from your development/testing/staging environment?
7. **County Technology Standards.** The County's Technology Standards are attached to this RFI as Exhibit B. To the extent possible, please briefly respond to describe how your Solution conforms to each of the applicable standards.
 8. **County Technology Questionnaire.** To the extent possible, please briefly respond to the questions found in the County's Technology Questionnaire found in Exhibit C. If Respondents are unable to respond to any question, please describe why the question may be problematic.
 9. **Contract Terms and Conditions.** A County Sample Services Agreement is attached hereto as Exhibit D. Respondents are asked to include a link to or attach a copy of any of their own master services agreement or terms and conditions.
 10. **Service Level Agreement.** Provide a copy of your Service Level Agreement and describe your support features and processes for both customers and public using the service.
 11. **User Account Management.** Describe user account management.
 - a. Include whether your company offers single sign-on authentication to allow customers to authenticate to the software using their agency identity provider.
 - b. Include any limitations on the number of users allowed to access the system and discuss if the number of internal and external users affects the pricing.
 12. **Software Demonstrations.** After the closing date of this RFI, County may, at County's sole option, request virtual software demonstrations from some or all Respondents. Respondents are asked to affirm their ability to provide demonstrations, if requested, and are asked to provide a point of contact for scheduling purposes.
 - a. Demonstrations will be conducted through MS Teams, or through another format agreed upon by both County and Respondent.
 - b. After RFI closing, County may submit follow-up questions to Respondents or hold interviews and discussions for the purpose of clarification. County may ask that Respondents address County's follow-up questions or requests for clarification during their scheduled demonstrations.
 - c. The amount of time allotted for demonstrations will be determined after RFI closing and will be communicated to those Respondents with whom County schedules demonstrations.

RESPONSE FORMAT

Please provide your response in a written format addressing each of the items listed in the Scope of Responses above. Please restate the requested information from the Scope of Responses prior to providing your response.

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.

Exhibit A
Requested Respondent Information
RFI25-48 Utility Billing and Work Order Software

This document should be returned with RFI submittal.

Having read the response conditions and examined the scope of response for this RFI, this response 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

Exhibit B
Sample County Technology Standards
RFI25-48
Website VLOG Application

Below is a sample of the County's Technology Standards.

For this RFI, respondents are asked to briefly respond to the applicable requirements below. County wishes to identify any areas where potential Offerors for a future solicitation or other type of procurement may have concerns about providing the information and details requested in the County's Technology Standards. Respondents are asked to review the standards below, identify any provisions that may be problematic when responding to a solicitation or other type of procurement and describe why they might be problematic.

On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.

For each standard requirement in Table 1 below, check "YES" to indicate compliance, "NO" to indicate non-compliance, or N/A to indicate that the requirement is not applicable. In the cell beneath each standard requirement, briefly describe how Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, Offeror's may find these policies on the County's website at the following web address: <https://lacnm.com/bids>.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
	N/A - hosted			
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.			N/A

	Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			
	N/A - hosted			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			N/A
	N/A - hosted			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
	N/A - hosted			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.			

Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.			N/A
	N/A - hosted			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate			

(On-Premise & Hosted)	or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The			

	preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Security & SSL (On-Premise & Hosted)	Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products. SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications. Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310			

Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Hosted/Cloud Based Services	- Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. - Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. - Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. - Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Exhibit C
County Technology Questionnaire
RFI25-48
Website VLOG Application

To the extent possible, please briefly respond to the questions below. If you have already responded elsewhere, you may state that in your response. If Respondents are unable to respond to any question, please describe why the question may be problematic.

Additional technical questions to include in On-premises & SaaS solicitations as applicable

A. Service Level Agreement / Support Maintenance.

1. **[SaaS]** Provide proposed Service Level Agreements including Uptime (scheduled and/or unscheduled downtime) and other service metrics (user response times, percent delivered within 30 seconds), and compensations for missed performance benchmarks.
2. **[On-Premise/SaaS]** Provide Support Options and all terms of support, including support hours and methods of contacting support.
3. **[On-Premise/SaaS]** Provide the communication plan for communicating system upgrades, and all other maintenances and service interruptions.
4. **[On-Premise/SaaS]** Describe the methodology for testing and certifying upgrades and patches to ensure that they work properly. Describe the mechanism of versioning roll back in case of issues.
5. **[On-Premise/SaaS]** Describe the process of applying upgrades and patches including, if there are client/user responsibilities, and a responsibility matrix for the tasks involved.
6. **[On-Premise/SaaS]** Provide a brief history of product upgrades and interim patches/fixes released in the last 18 months.
7. **[On-Premise/SaaS]** Identify the most current stable release and patch level, certified for support, for all software and firmware, and acknowledge that all software and firmware will be installed to those levels.

B. Ownership / Recovery

1. **[SaaS]** Acknowledge the following: County retains all rights to its data and materials. Use of the Contractor's system confers no ownership rights to the Contractor and County Materials and Data may be used by the Contractor only as necessary to provide contracted services.
2. **[On-Premise/SaaS]** Discuss how the solution meets statutory requirements for data ((ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...)).
3. **[SaaS]** Discuss access to the County's data via ODBC or alternative method, and any limitations to that access.
4. **[On-Premise/SaaS]** Describe the support provided for performing legal discovery on the system.
5. **[SaaS]** Describe the method(s) of turning over County data, and providing a reader for that data, upon termination of services.

C. Administration

1. **[On-Premise/SaaS]** Describe the use of Permission Levels, Roles or other mechanisms to manage authorities to create read, update, and delete data.
2. **[On-Premise/SaaS]** Describe the system's use of Active Directory Groups and Group Policies.
3. **[On-Premise/SaaS]** Describe authentication mechanisms available.
4. **[On-Premise/SaaS]** Describe the ability of users to maintain their own profile.
5. **[On-Premise/SaaS]** Describe any interfaces or integrations with Directory Services.

D. Security

1. **[SaaS]** Describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners?
2. **[SaaS]** Describe the security measures in-place, and available, to protect the system and its data.

3. **[SaaS]** Submit details on hosted or cloud service provider's data center and information security compliance.
4. **[SaaS]** Identify any encryption algorithms used.
5. **[SaaS]** Describe the policies that apply to, and notification measures to be used in the event of a security breach.

E. Compatibility & Requirements

1. **[On-Premise/SaaS]** Acknowledge review of County's Technology Standards and provide narrative as to the compatibility of the elements listed that is applicable to the proposed solution.
Desktop hardware
Windows operating system
Web Browsers
Compatibility with collaboration and web publishing tools
SSL Encryption
ESRI GIS mapping functionality
Android and IOS mobile operating systems
2. **[On-Premise/SaaS]** Does your proposed solution have specific network requirements for characteristics such as bandwidth, Protocols, TCP Ports, Latency, Packet loss, Jitter or other network characteristics? Identify and discuss those requirements.
3. **[On-Premise/SaaS]** The County has many software in use. The proposal should not compromise existing software. Discuss any known incompatibilities with other software.
4. **[On-Premise/SaaS]** Describe any dependencies with 3rd party software/services, e.g., Java, .NET, Crystal Reports, MySQL, including the supported version(s) of the software and whether the proposal includes the software, its licensing and its installation.
5. **[On-Premise/SaaS]** Identify and discuss any known hardware compatibility issues and requirements.
6. **[On-Premise/SaaS]** Describe the use and requirements of all County resources that are expected to be used in the proposal, e.g., DHCP services, DNS services, SMTP services, electrical power, uninterruptible power supplies, video conferencing, data center rack space, word processing software, cooling capacity, training facilities.

F. Business Continuity and Disaster Recovery

1. **[SaaS]** Submit information on Cloud Service Provider and physical infrastructure including locations and internet connectivity.
2. **[SaaS]** Submit Business Continuity and Disaster Recovery plans.
3. **[SaaS]** Submit descriptions of any Data Center(s) pertinent to the proposal including their Tier and salient characteristics.
4. **[SaaS]** Describe the backup plan for the proposal.
5. **[SaaS]** Describe the Who, What, When, Where, Why and How of the software escrow.
6. **[SaaS]** Describe the Who, What, When, Where, Why and How of recovering the County's data should the successful Contractor cease operations.

G. System Monitoring and Alerting

1. **[On-Premise/SaaS]** Describe the system's capabilities that support system monitoring and alerting in Netreo Omnicenter system or another monitoring and management system.

H. Hardware and Software

1. **[On-Premise/SaaS]** Submit a complete itemized schedule of all hardware contained in the proposal.
2. **[On-Premise/SaaS]** Submit a complete itemized schedule of all software contained in the proposal.
3. **[On-Premise/SaaS]** Should your solution require additional software, hardware, etc., Offerors to acknowledge that the County may separately procure the proposed hardware and software, other products or its equivalent specified by the Contractor, or substitute functionally equivalent hardware, software or other products for use in the proposed system. Confirm that such procurement or substitution shall have no effect on Contractor's warranty, support, or other obligations.

Exhibit D
Sample Services Agreement
RFI25-48
Website VLOG Application

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/County Utilities 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.
5. **Pollution Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Pollution Liability Insurance shall provide coverage for Services provided during the term of this Agreement and for a period of at least five (5) years thereafter.

6. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.
7. **Medical Malpractice Insurance:** TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate. If the policy is written on a Claims Made form, an additional three (3) year Extended Reporting Period Endorsement shall be required.
8. *[Other types of insurance which are project specific. Check with Risk Manager when needed.]*

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 [\[County Manager/County Utilities Manager\]](#).

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 [\[County Manager/County Utilities Manager\]](#) 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

E-mail:

Contractor:

Title

Company
Address

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: [REMOVE IF NOT APPLICABLE] 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

MICHAEL D. REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____

DATE

NAME: _____

TITLE: _____

Exhibit X
Compensation Rate Schedule
AGRXX-XXX

Exhibit X
Campaign Contribution Disclosure Form
AGRXX-XX

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; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; 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.

☐	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.
☐	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 X
[REMOVE EXHIBIT IF NOT APPLICABLE]
Confidential Information Disclosure Statement
AGRXX-XXX

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.