

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544  
(505) 663-1889

Advertised: January 23, 2024

Closing Date: February 13, 2024

Non-Mandatory Pre-Proposal Conference: January 30, 2024 – 10:00 am MT – Web  
Conference

**Request for Proposals (“RFP”)**

**RFP Number: 24-51**

**RFP Name: Architectural Services for Fire Station Design**

**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](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP24-51 Architectural Services for Fire Station Design.**

It is strongly recommended that a second, follow-up email (without the proposal included or attached) be sent to Annalisa Miranda, Chief Purchasing Officer at [annalisa.miranda@lacnm.us](mailto:annalisa.miranda@lacnm.us), to confirm the Proposal was received.

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

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, February 13, 2024** will be reviewed.

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

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. February 13, 2024** 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 ensure 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:

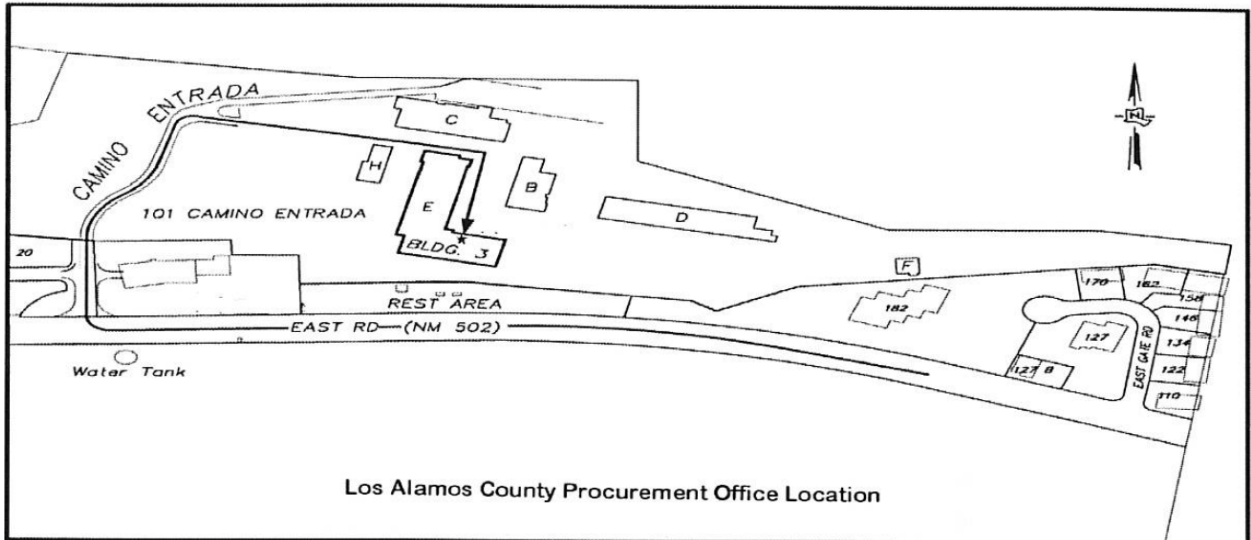


1. Drive WEST on NM-502 to Los Alamos.
  - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



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”).
  - 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 NMSA 1978 Section 13-1-21 et al.
14. **A non-mandatory pre-proposal conference will be held on Tuesday, January 30 at 10:00 am Mountain Time via Microsoft Teams. To receive a meeting link, send a request, including company name, contact person and email address to [annalisa.miranda@lacnm.us](mailto:annalisa.miranda@lacnm.us).**

## CONTACT INFORMATION

1. For project-specific information, contact Russell Naranjo, Project Manager, Public Works Department at [russell.naranjo@lacnm.us](mailto:russell.naranjo@lacnm.us); (505)662-8421 or Xavier Anderson, Senior Management Analyst, Fire Department at [xavier.anderson@lacnm.us](mailto:xavier.anderson@lacnm.us); (505) 662-8328.
2. For procurement process information, contact Annalisa Miranda, Chief Purchasing Officer at [annalisa.miranda@lacnm.us](mailto:annalisa.miranda@lacnm.us); (505) 699-4956.
3. Written questions submitted via e-mail should be sent to Annalisa Miranda and copied to Russell Naranjo and Xavier Anderson.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the following - <https://www.losalamosnm.us/Doing-Business/Procurement/Open-Solicitations>

## NEED STATEMENT

The County requires architectural and engineering services for Fire Station, including site evaluation, schematic design, design development, construction documents, bidding, and construction administration. At the County's discretion, other services specific to this project may also be required.

The County seeks to replace an existing fire station, Fire Station 4 ("FS4"), located in Los Alamos County. The existing facility no longer meets the need of the Los Alamos Fire Department ("LAFD") or ("FD") mission, is aging, and in need of replacement. For improved efficiency and safety, the replacement facility is to be consistent with the design, program, and layout of other fire station facilities currently under construction in the County. Ease of use in relation to Fire Stations located within Los Alamos National Laboratories ("LANL") is critical.

Capital improvement plan projects anticipate an additional fire station, with design in 2026 and construction in 2027.

The existing fire station must remain fully functional during the construction of the replacement project.

The FS4 replacement facility is to be approximately 15,000 square feet with programmatic features to include, but not limited to, Apparatus Bay, all required storage and living quarters, PPE / Turnout Storage, Turnout Washroom, Emergency Medical Service ("EMS") Sanitization Room, EMS Storage, Hose Room, Self-Contained Breathing Apparatus ("SCBA") Compressor Room, Fire Department Equipment Storage, Laundry, Kitchen, Dining/Day Room, Exercise Room, Entry, Lavatory, Janitor Closet, Crew Quarters, Captain's Quarters, Shared Offices/Training area, Training/Briefing Room, Circulation Space, Mechanical Rooms, EMS Room. Like the current station now under construction, this new project will be designed to limit the spread of contamination from emergency responses to the staff living quarters via decontamination (also referred to as "decon") facilities and atmospherically segregated spaces.

The County considers the designs, plans, models, schematics and drawings produced for this Project to be "works made for hire." The County intends to eventually replace at least four additional fire stations in the county and use the designs and plans developed under this RFP, for the additional fire stations. Therefore,

the successful Proposer/Offeror shall, by written agreement, grant the County an unlimited, unrestricted, non-exclusive license to copy, use, alter, display, change, modify, dispose and prepare derivative works from any Proposer/Offeror claimed "architectural work" produced for this project.

If any Proposer/Offeror believes they should be compensated for at least four additional licenses for the County to copy and use the deliverables for this project, on four additional projects, the Proposer/Offeror should submit a schedule of fees for the additional licenses so the County may fairly evaluate such position between all Proposers/Offerors.

## **BACKGROUND**

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities,

LAFD is one of the largest career fire departments in the state of New Mexico and operates in the smallest county in New Mexico at 109 square miles. The department provides fire suppression, emergency medical services, technical rescue, hazardous materials mitigation, aviation rescue, fire prevention, fire investigation, code enforcement, public education, and domestic preparedness planning and response. Currently, LAFD provides these services with a career staff of 176 personnel (165 uniformed/11 civilian) and operates out of five (5) stations. Over the next five years, the County anticipates the construction of five new fire stations. Three of these fire stations (one under construction now) are being built on Department of Energy Property. These three projects are managed and funded by Los Alamos National LANL. Two additional new stations are planned and will be funded and managed by Los Alamos County. Consistency in function, layout, and operation will be important regardless of who is managing the project. Familiarity and the ability to duplicate the layout and function of current station under construction will be a strong consideration in selecting the successful Offeror. LAFD fleet maintains a comprehensive all-hazards response fleet consisting of 13 structural suppression apparatus, 11 wildland/urban interface suppression apparatus, 3 rescues, 6 ambulances, 1 airport crash-fire-rescue apparatus, and 1 mobile command operation center, UTVs, drones and a specialized firefighting robot-tank to protect LANL and the communities of Los Alamos townsite and White Rock.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)), the tourism website ([www.visitlosalamos.org](http://www.visitlosalamos.org)), and the LAFD website (<https://www.losalamosfd.org/>) for more information.

**SCOPE OF SERVICES or (WORK) or (PROJECT). The Proposer/Offeror awarded the Agreement is described in the Scope of Services as “Consultant.”**

1. **General:** Consultant shall provide professional architectural and engineering (“A/E”) services. All signatory design professionals shall be licensed in the State of New Mexico. All services shall be performed in a manner which accommodates the equipment, functional requirements, safety and security of LAFD personnel. Compatibility of design and functionality with Fire Stations located within LANL is required. Design shall meet all requirements for LEED silver certification. During all phases of the Project, Consultant shall coordinate with all requisite County staff including Project Management, Fire Department, Information Management and Department of Public Utilities personnel for the review and approval of the Construction Documents and technical specifications. The Consultant shall respond to applicable design requirements imposed by those authorities and entities.

For this Scope of Services, three (3) potential sites have been identified for relocation of Fire Station Number 4 (“FS4”). The three (3) sites identified include: the current FS4 Site, located at 4401 Diamond Drive; the Golf Course Maintenance Yard Entry, located at 9999 San Ildefonso Road; and the Loma Linda Play Lot Area, located at 101 North Mesa Road.

2. **Project Initiation Meeting or Kickoff Meeting :** Consultant shall, at a minimum:
  - a. Establish a mutually agreed upon Project Schedule to accomplish key tasks and durations by which each task is completed. Within five (5) business days from the kick-off meeting, provide a written Project Schedule to the designated Project Manager for review and approval.
  - b. Establish communication protocols, progress reporting requirements, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format as agreed upon by the Parties.
  - c. Identify document format and data transfer methods between Contractor and Project Team.
  - d. Obtain an understanding of LAFD needs, and ensure understanding of applicable zoning, building code, and other regulatory requirements. Verify the facility’s functional requirements used in other County fire stations for use in this project including space allocation for fire apparatus, living quarters, training areas, administrative and other spaces.
3. **Site Evaluation and Public Engagement:** Consultant shall:

Generally: Provide the County with sufficient information to make an informed decision to select one site for the Project, including feasibility, benefits, challenges and development costs associated with each site. Develop an Evaluation Decision Matrix that may include but is not limited to: topography, soils, accessibility, proximity to roads and utility services, environmental impact, parking, training area, expansion potential and costs. Prepare public presentation materials, participate in public outreach process, prepare and make presentations to County Council and other stakeholders as required by County.

  - a. Conduct an initial in-person site visit at each of the potential sites to meet with stakeholders, consisting of County Public Works, Fire Department staff and other County staff identified by County’s Project Manager, to evaluate needs, requirements, and existing site improvements.
  - b. During initial site visits, tour and note the positive and negative existing features with Consultant’s Civil Engineer. This may include a ground based non-topographic Light Detection and Ranging (“LIDAR”) scan if feasible.
  - c. Develop test fit plans including site plans for each site in coordination with Consultant’s Civil Engineer.
  - d. Create a report in coordination with Consultant’s Civil Engineer of the benefits and challenges of each site along with two-dimensional (“2D”) and three-dimensional (“3D”) exhibits to demonstrate the proposed ramification of site development. The report shall include an evaluation of the feasibility, benefits and potential challenges of each site.

4. **Public Outreach:** Consultant shall:
  - a. Facilitate up to six (6) meetings, create and provide all presentation materials. Meetings shall be either in person or remote as directed by County's Project Manager.
  - b. Present the sites to impacted neighborhood groups.
  - c. Present the potential future design to impacted neighborhood groups.
  - d. Engage the community, listen to concerns and lead the discussion of the site's impact.
  - e. Amend the report based on the results of public comment, as required, to present a selected site to County Council for approval.
  - f. Should County require more than six (6) public meetings, additional meetings shall be paid at the rates proposed in Offeror's response to this RFP.
5. **Presentation to County Council:** Consultant shall: Attend and present the site evaluation report to County Council in-person or virtually as specified by County's Project Manager with the goal of attaining approval of one of the sites, at a date and time to be specified by the County.  
**The following services will be required as appropriate throughout the Project.**
6. **Building Information Management ("BIM") Responsibilities:** Consultant shall: Outline the strategy and process for implementing a BIM throughout the project defining collaboration protocols and detailing the information exchange workflows among project stakeholders.
7. **Civil Engineering:** Consultant shall: Include considerations for grading, drainage, utility connections, water management, parking layouts, and accessibility to create a functional and aesthetically pleasing fire station.
8. **Landscape Design:** Consultant shall: design outdoor spaces that enhance both functionality and aesthetics. Plan for green areas, walkways, and appropriate vegetation which adheres to local regulations and contributes to the overall safety and well-being of the fire station.
9. **Architectural Interior Design:** Consultant shall: create a functional and efficient space that meets the specific needs of the firefighters and administrative staff. Collaborate with stakeholders to understand workflow and operational needs, ensuring that the interior design supports the daily activities of the fire station.
10. **Value Analysis:** Upon request by the County, Consultant may analyze different construction systems, materials, and technology solutions to find the most cost-effective options that align with the project requirements.
11. **Engineering and other Professional Services; Use of Subconsultants:** Should Consultant (awarded Offeror) not possess the applicable licenses in the state of New Mexico, Consultant shall engage subconsultants to provide the following design services:
  - a. Civil Engineering & Surveying
    - 1) Site visit to evaluate sites in person.
    - 2) Review of surveys and other documentations of site.
    - 3) Test fit plans in collaboration with architectural test fit plans to include:
      - a) Building Footprint
      - b) Grading
      - c) Drainage (including evaluation of off-site flows into and out of the site)
      - d) Water Quality and Detention
      - e) Utilities
      - f) Pedestrian Circulation and Access
      - g) Vehicular Circulation and Access
  - b. Structural Engineering to respond to and address site specific structural concerns.
  - c. Landscape Architecture to respond to and address site specific landscape concerns.
  - d. Mechanical Engineering to respond to and address site specific HVAC, plumbing, fire protection and energy efficiency concerns.
  - e. Geotechnical Analysis
  - f. Photometric calculations and a diagrammatic map of light output.
  - g. Commissioning Services
  - h. Fire response time and evaluation.
  - i. Site Survey including topographic and boundary information as required. Note: County provided GIS data that has 2-ft contours for the Site Selection phase of the project.

## 12. Design

### a. Preliminary Design Phase

Consultant shall develop and propose conceptual design solutions for architectural, structural, mechanical, electrical, civil, landscape, interiors, and materials research and specifications.

### b. Schematic Design Phase

i) Consultant shall develop a report with drawings, where applicable, that show what is intended in the design. The drawings should convey the design intent and illustrate the proposed finished product. A schematic design submittal shall be provided to the Project Manager in an electronic format that is internet compatible.

ii) Consultant shall provide calculations (mechanical, electrical, plumbing, civil/structural, LEED silver consulting, and energy modeling) and assumptions used to develop the recommended strategies and a detailed cost estimate. In the event that Consultant's cost estimate approaches the County's project budget, Consultant shall provide alternatives that keep the project within budget. During this phase, Consultant may be required to attend public meetings with the various stakeholders. Consultant shall attend a progress meeting in Los Alamos with stakeholders every two (2) weeks unless otherwise established pursuant to the project schedule.

### c. Design Development Phase

i) Consultant shall provide continuing design of any project to identify at least fifty (50) percent of the specifications needed during the project. Consultant shall develop a set of mock-ups of drawings that illustrate the project, show where details shall be developed, and generally depict the project. The set of mock-ups must be detailed and representative of what the final design shall be; much of the project shall be dimensioned and details that convey the project's intent shall be shown. The mock-ups' level of detail provided shall be between that of the Schematic Design and Construction Drawings to allow County to make valid assumptions of what the final design shall be. A design development plan submittal shall be provided to the Project Manager in an electronic format that is internet compatible.

ii) Consultant shall provide for the scope of work calculations (mechanical, electrical, civil/structural, and all other pertinent phases), assumptions used to develop the recommended strategies and a detailed cost estimate. In the event that Consultant's cost estimate approaches the County's project budget, Consultant shall provide alternatives that keep the project within budget. During this phase, Consultant may be required to attend public meetings with the various stakeholders, as requested by County. During the design development phase, Consultant shall attend in-person meetings with County at the 30% and 60% phases. In addition, Consultant shall attend progress meetings virtually every two weeks.

d. For the Preliminary Design Phase, Schematic Design Phase, and Design Development Phase, Consultant shall track estimated construction costs and alert the Project Manager if Consultant's costs are approaching 75% of the estimated project costs. Consultant shall timely notify Project Manager of such estimated cost overruns. Failure to provide advance notice of potential cost overrun(s) shall not be a justification in added fees.

e. After Consultant completes the Preliminary Design Phase, Schematic Design Phase, and Design Development Phase and provides design submittals, County shall conduct a formal review of the materials provided within three (3) weeks, unless otherwise agreed to by County and Consultant. County shall provide comments to Consultant at the end of each formal review and provide a formal approval to proceed to the next phase. Consultant shall not proceed to the next phase until a formal approval to proceed to the next phase is issued.

## 13. Construction Management Services

### a. Construction Documents

i. Consultant shall finalize the plans and specifications for bidding, up to and including award. Consultant shall make the plans and specifications available for County review

at 90% and 100% completion, and upon County request. A Construction Document submittal shall be provided to the Project Manager in an electronic format that is Web compatible.

- ii. Consultant shall provide final updated calculations, assumptions and a detailed cost estimate. If Consultant's cost estimate approaches the County's project budget, Consultant shall provide alternatives that keep the project within budget. During this phase, Consultant may be required to attend public meetings, either virtually or in person as specified by County, with various stakeholders, as identified and requested by County. Consultant shall attend a virtual progress meeting with stakeholders every two (2) weeks unless specified otherwise by County's Project Manager.

b. Construction Bidding

- i. Construction Bidding Process: Consultant shall, following the County's written approval of the final Construction Drawings, assist County in the construction bidding process and provide construction administration services. Services in this phase shall include, but are not limited to the following: Consultant shall be available throughout the bidding process to clarify and answer any questions about the Bidding Documents and shall provide to the Project Manager any Addenda that may be required for distribution. County shall ensure that all Addenda are distributed to bidders and other interested parties. Consultant shall attend one (1) pre-bid meeting. Meeting shall be virtual or in-person at County's sole discretion.
- ii. Consultant shall assist the Project Manager in reviewing all bids and in making recommendations for award of bid when requested by County.

c. Construction Administration

General: The Consultant shall provide administration of the construction contract and will be the County's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will visit the construction site at intervals appropriate to the stage of construction, or as otherwise agreed with the County, to become generally familiar with the progress and quality of the portion of the construction being completed, and to determine in general if the construction work observed is being performed in a manner indicating that when completed, will be in accordance with the construction contract. On the basis of the site visits, the Architect will keep the County informed about the progress and quality of the portion of the construction work completed, and promptly report to the County: Known deviations from the construction contract documents; Known deviations from the most recent construction schedule as agreed between the County and the construction contractor; and Defects and deficiencies observed in the construction work.

- c. Consultant shall provide Construction Administration, which shall include, , reviewing and approving submittals, shop drawings, product literature, operating and maintenance manuals and providing written responses to clarification requests, change order initiation and processing, testing, review of equipment installation, on-site inspections, field documentation, certify Consultant progress payments; review change orders; prepare punch list work items, Substantial Completion, and Final Completion. Such Construction Administration tasks shall occur within five (5) working days of receiving the materials or request, unless otherwise agreed upon by Consultant and County. County shall have the authority to require a faster turnaround when needed to expedite the construction project. Consultant shall be notified when faster turnaround is needed.
- d. After County awards a bid to a Construction Contractor, Consultant shall review Construction Contractor's submittals for applicability; answer Construction Contractor requests for information and substitution requests; issue architectural supplemental instructions as needed; perform inspection tasks to ensure that the design has been followed; perform inspections with the County to determine date or dates of Substantial Completion and list of work items to be completed or corrected ("punch list"); and perform a final inspection of the Work.
- e. Consultant shall review the record drawings ("as-built") provided by the Construction Contractor periodically and prior to final completion and provide recommendations for



correction if needed. Digitized as-built drawings shall be provided to County in both PDF and Revit or AutoCAD format.

- f. During this phase, Consultant shall attend progress meetings in Los Alamos with County every two (2) weeks. Attendance shall be virtual, or in-person as specified by County's Project Manager.
- g. Consultant shall provide all needed information to apply for and receive LEED Silver certification.
- h. Post-Construction Inspection  
Consultant shall accompany the Project Manager and Construction Consultant on an eleven (11) month inspection after completion of the construction as needed, to determine any necessary warranty work. For the purpose of the percentage calculation, this shall be considered incidental to the Construction Administration.

14. County-requested and mutually agreed-upon future or optional services that require additional Consultant services, throughout the term of the Agreement, may be provided to County at a cost to County as set forth in the resulting Statement of Services (or Work), fees to be approved by County prior to providing Services, in an amount not to exceed fees specified in Exhibit "E."

## **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.

To facilitate the review process, County's preference, though not a requirement, is that Proposals be in 8-1/2 x 11-inch format; that they not exceed ten (10) pages, not including Exhibits or attachments; and that marketing materials included not exceed ten (10) pages of materials. If submitted electronically, Proposal documents should be submitted in PDF format, unless otherwise specified in this RFP.

Proposals shall include, but need not be limited to, the following components (in addition to the Exhibits and attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.

Information provided in the Proposal may be used in the contract between the successful Offeror and the County.

1. Introductory Cover Letter and Executive Summary.
2. Project Team Qualifications and Experience. Identify the lead Project Manager assigned as the point of contact and key team members including subconsultants. Explanation of qualifications, technical competence, experience, training, and education of key staff performing the work including subconsultants relative to the technical needs outlined in the scope of services. Include any experience in LEED certification, sustainable design, and life cycle analysis.
3. Project Understanding. Understanding of the technical needs outlined in the scope of services, comprehension of professional services for Fire Station designs that serve Federal properties including Los Alamos National Laboratory, and approach to project requirements and constraints.
4. Past Performance
  - a. Name, address and brief project description of completed Fire Station designed by the Offeror for purposes of an in-person and/or virtual tour. Tour shall be in-person, virtual or both at County's sole option.
  - b. References – Three (3) business references for Fire Stations completed within the last five years. The County reserves the right to make inquiries/other investigation in addition to the references provided by Offeror.
5. Capacity and Resource Availability. Ability to supply qualified and adequate resources to complete the work within project schedules and deadlines during design and construction phases. Provide a list of all current ongoing/uncompleted projects, percent complete, and percent of time key project team members will allocate to this and other ongoing projects.
6. Cost. Following the instructions in Exhibit "E," provide cost of services (excluding applicable New Mexico gross receipts tax) by major work segments and subsegments as follows:
  - a. Site Evaluation
  - b. Design: Include Preliminary Design, Schematic Design and Design Development Phases
  - c. Construction Management Services: Include Construction Documents, Construction Bidding and Construction Administration
  - d. Summary of Total Cost
  - e. Hourly Rate Schedule – Fully loaded hourly rates by labor classification for professional services requested at County's discretion.
7. Submission of County's Standard Sample Services Agreement with Deviations or Exceptions Noted or Acknowledgment of no Deviations.
8. Valid Licenses, Permits, Trainings and Certificates.

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

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Project Team Qualifications and Experience: Experience with fire station architectural and engineering services including in an environment similar to Los Alamos County, and/or in a federal agency environment.	<b>30</b>
<b>2</b>	Project Understanding: Demonstrated ability to achieve/obtain entitlement, design and successfully complete a fire station-specific project which effectively incorporates ease of use, accessibility, safety, sustainability and life-cycle cost.	<b>30</b>
<b>3</b>	Past Performance: Demonstrated understanding of essential functional requirements for fire stations and/or other public buildings, including vehicle, equipment and apparatus accommodation, usability, and personnel safety and comfort.	<b>15</b>
<b>4</b>	Capacity and Resource Availability	<b>10</b>
<b>5</b>	Cost	<b>15</b>
	<b>Total Score</b>	<b>100</b>

**Exhibit "A"**  
**SAMPLE SERVICES AGREEMENT**  
**RFP NO: 24-51**  
**RFP Name: Architectural Services for Fire Station Design**

**AGR24-51**



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

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2024 ("Effective Date"). [Alternate: to be effective on the date of last signature]

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the

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

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

**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:**

**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 ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. **Monthly Invoices.** Contractor shall submit itemized [*monthly or per the completion of the Project Phase/Task*] 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 drawings, plans, models, schematics, surveys, mock-ups, material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall inure to the benefit of County as works for hire; Contractor may, with regard to any copyrightable element(s) which originate with the Consultant, apply for, in its name, any eligible copyright. Any application for United States copyright for eligible "architectural work" by Consultant, is contingent on Consultant granting the County an unlimited non-exclusive license to copy, use, display, modify, transform, create derivative works from, alter and change the design, plans, drawings, schematics and the Fire Station structure and accoutrements.

A "work made for hire" is a work specially ordered or commissioned for use as a contribution to a collective work, a compilation, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

A "compilation" is a work formed by the collection and assembling of preexisting materials or of "standard features", schematics and data that are selected, coordinated, or arranged in such a way that the resulting work as a whole constitutes an original work of authorship. The term "compilation" includes collective works. A "collective work" is a work in which a number of contributions, constituting separate and independent works in themselves, are assembled into a collective whole.

An "architectural work" is the design of a building as embodied in any tangible medium of expression, including a building, architectural plans, or drawings. The work includes the overall form as well as the arrangement and composition of spaces and elements in the design, but does not include individual "standard features".

“Standard features” or “standard elements” in a genre like fire stations, are sometimes called scènes à faire in copyright law and get no copyright protection. Scènes à faire are so rudimentary, commonplace, standard, or unavoidable that they do not serve to distinguish one work within a class of works from another.

To the extent the overall or separably identifiable aesthetic elements of the design, models and plans for the County’s Fire Station, the purely nonfunctional monumental, artistic sculpture, decorative ornamentation or embellishments added to the utilitarian structure, constitute an “architectural work”, the Consultant agrees the “architectural work” is commissioned by the County as a “work made for hire”. The Consultant grants the County an unrestricted non-exclusive right to copy, use, display, modify, transform, create derivative works from, alter and change the design, plans, drawings, schematics and the Fire Station structure and accoutrements. The Fire Station plan’s design parameters and the County’s planned use of the building, originate with the County. The Consultant’s customary structural, mechanical, and electrical engineering services and deliverables are not copyrightable.

**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.

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.



**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 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:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:	Contractor:
Project Manager	
Incorporated County of Los Alamos	
Address	
Los Alamos, New Mexico 87544	

With a copy to:  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

**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. 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.

**SECTION AD. 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

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

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

**Exhibit "X"**  
**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 (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

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

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

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

**County:** \_\_\_\_\_  
\_\_\_\_\_  
Los Alamos, New Mexico 87544

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: 24-51

RFP Name: Architectural Services for Fire Station Design

**\*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: 24-51**  
**RFP Name: Architectural Services for Fire Station Design**

**\*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.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 24-51**

**RFP Name: Architectural Services for Fire Station Design**

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

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

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

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

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

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

(c) *Preference factor.*

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

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

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

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

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

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

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



Are you requesting Preference?

YES       NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City      State      Zip Code

\_\_\_\_\_  
Physical Address City      State      Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

**Exhibit "E"**  
**COST SUMMARY SHEET**  
**RFP NO: 24-51**

**RFP Name: Architectural Services for Fire Station Design**

**Instructions for Cost Component of Proposal**

1. Costs must be provided in a clear and unambiguous form.
2. Please note 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.”*
3. Using Proposer’s own document:
  - A. Provide lump sum pricing per phase. In addition, If Proposer/Offeror believes they should be compensated for at least four additional licenses for the County to copy and use the deliverables for this project, on four additional projects, the Proposer/Offeror should submit a schedule of fees for the additional licenses so the County may fairly evaluate such position between all Proposers/Offerors.
  - B. Provide reimbursable expenses with definitions and rates.
  - C. Provide a description of how costs are charged for travel and whether they are charged as direct reimbursable costs. Affirm Offeror’s ability to adhere to the County’s Travel Guidelines as described in Exhibit “F,” “County Travel Guidelines.”
  - D. In addition to the above, provide hourly rates for each personnel classification, including rates for all Consultant and Subconsultants/Subcontractors to the Consultant.
  - E. For Cost for future years beyond Year 1, a price mechanism tied to a readily auditable and verifiable publicly available source (e.g. Consumer Price Index) is permissible.

**An example of a completed Cost Summary Sheet is below:**

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

Item No.	Description	Unit of Measure
1	Lump sum for Phase 1 Services and Deliverables	\$ _____
2	Phase 1 Travel and reimbursable expenses	\$ _____
	Phase 1 Subtotal	\$ _____
3	Lump sum for Phase 2 Services and Deliverables	\$ _____
4	Phase 2 Travel and reimbursable expenses	\$ _____
	Phase 2 Subtotal	\$ _____
	Phase 1 and Phase 2 Grand Total	\$ _____

Item No.	Description	Hourly Rates 2024	Hourly Rates 2025	Hourly Rates 2026	Hourly Rates 2027	Hourly Rates 2028	Hourly Rates 2029	Hourly Rates 2030	Hourly Rates 2031
	Principal Architect								
	Project Coordinator								
	Admin. Asst.								
	Subconsultant								

**Exhibit "F"**  
**COUNTY TRAVEL GUIDELINES**

**RFP NO: 24-51**

**RFP Name: Architectural Services for Fire Station Design**

**\* Offerors own document with costs as described in the Proposal Format section shall be returned with RFP submittal.\***

**\*Travel Guidelines:**

If proposing costs for travel expenses, Offerors should note that they will be expected to adhere to the Travel Guidelines described below, which shall be included in the Agreement with the Contractor.

Unless otherwise Proposed in Contractors RFP response and agreed to by County, Contractor's travel expenses shall be charged at actual cost, 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;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
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 unreimbursable.

Travel Expenses not allowed are as follows:

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