

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 662-8056

Advertised: **March 17, 2024**

Closing Date: **April 4, 2024**

Mandatory/Non-Mandatory Pre-Proposal Conference: **10:00 a.m. Tuesday, March 26, 2024**

Request for Proposals (“RFP”)

RFP Number: 24-65

RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP24-65 Management of Step-Up Art Gallery at Mesa Public Library.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Carmela Salazar, Senior Buyer, at carmela.salazar@lacnm.us to confirm the Proposal was received.

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

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, Thursday, April 4, 2025** will be reviewed.

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

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, four (4) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Thursday, April 4, 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 assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

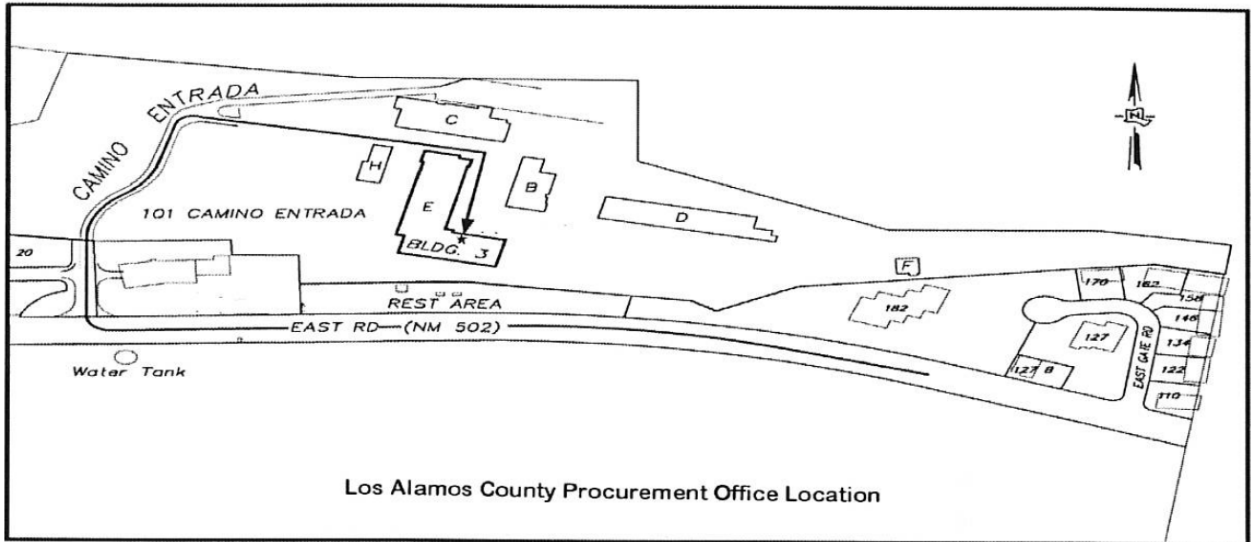
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
- 2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
- 3. Take second RIGHT 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 Section 13-1-21 NMSA 1978 et al.

14. **A non-mandatory Pre-Proposal Conference will be held in the upper-level meeting room of Mesa Public Library, 2400 Central Avenue on Tuesday, March 26, 2024 at 10:00 a.m. Mountain Time.**

CONTACT INFORMATION

1. For project-specific information, contact Gwen Kalavaza at gwen.kalavaza@lacnm.us; (505) 662-8264.
2. For procurement process information, contact Carmela Salazar, Senior Buyer, at carmela.salazar@lacnm.us; (505) 662-8056.
3. Written questions submitted via e-mail should be sent to Carmela Salazar and copied to Gwen Kalavaza.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

<https://lacnm.com/bids>

NEED STATEMENT

The Incorporated County of Los Alamos is soliciting proposals from qualified Offerors to coordinate exhibit related details for the Step-Up Art Gallery at Mesa Public Library. The Gallery is situated in public library space. The service provided by successful offeror will ensure a continually changing, appropriate, innovative, diverse and varied selection of gallery exhibits for library patrons and the general public.

BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website (www.losalamosnm.us) and the tourism website (www.visitlosalamos.org) for more information.

SCOPE OF SERVICES (or WORK)

1. The successful offeror shall be expected to provide services for the Step-Up Art Gallery at Mesa Public Library, which is located on the north side of the 3rd floor, that shall include, but not be limited to the following:
 - a. Establish a process for soliciting artists, shows, exhibits;
 - b. schedule exhibits and displays in this gallery; and
 - c. provide basic upkeep of the exhibit area between shows.
2. Provide liaison and coordination services to effectively support exhibit events. These services may be required outside of normal business hours in coordination with exhibit events.
3. Schedule art displays by regional artists or educational, cultural, or traveling exhibitions. Coordinate with library management on development of an annual schedule.
4. Arrange eight (8) to ten (10) shows per year plus the Los Alamos County Fair in August. One of those eight (8) to ten (10) shows is expected to be coordinated with Los Alamos Public Schools. The Library may require use of the gallery for library sponsored exhibits or events as needed.
5. Maintain the art gallery calendar to prevent conflicts in installing and removing exhibits, and scheduling receptions. The use of the space is non-exclusive and may also be used for library activities and general study space.

6. Ensure each accepted exhibitor application is complete and includes signature on County's release of liability forms.
7. Maintain a process for and produce calls for entries as needed.
8. Adhere to all library policies, contained in the Los Alamos County Library System Policies. (See Exhibit F.)
9. Respond to inquiries regarding the Step-Up Art Gallery, which may include, but are not limited to, phone calls, letters, emails from school groups, interested artists, and other potential exhibitors of various cultural exhibits who have an interest in exhibiting in the Art Gallery.
10. Work with exhibitors to hang and take down shows.
11. Coordinate with exhibitors to schedule receptions pursuant to Mesa Public Library rules, reserve space for receptions, and coordinate event with library staff.
12. Market exhibits through press releases, creating and distributing flyers and posters. Publicize each show to the Los Alamos County Public Relations and Library divisions, Los Alamos Daily Post, Santa Fe New Mexican, and a variety of other media.
13. Work with library staff to plan programs and events based on gallery exhibits when appropriate.
14. Check gallery regularly to ensure proper condition, and report any condition issues to County's Project Manager.
15. Coordinate with designated County staff to ensure patching and painting of gallery walls is performed when and as needed.

INFORMATION RELATED TO THE SCOPE OF WORK

1. The individuals or organizations submitting materials for display in the Mesa Public Library Art Gallery are solely responsible for their content. Los Alamos Public Library does not advocate or endorse the viewpoints of exhibitors. Activities on Library property are expected to be appropriate for general library use.
2. Successful Offeror/Proposer is not expected to judge quality, content, or intent of the artwork, but to accept exhibitors with a sufficient quantity of work to fill the gallery and who will present the artwork in a professional manner.
3. Exhibits are currently scheduled through December 2024. Successful Offeror/Proposer will be expected to assume applicable deliverables for all exhibits previously scheduled.
4. Sales may be permitted in the art gallery with 25% of all sales given to the library to supplement programming funds.

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.

Proposals shall include, but need not be limited to, the following six (6) 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
2. Experience with art gallery management or exhibitions
 - a. Briefly describe in summary fashion the history and purpose of the organization/business, especially as it relates to art gallery exhibition-related services or similar services.
 - b. Describe how the Offeror's experience will ensure effective performance of the requested Services
 - c. Provide a summary of Offeror's experience within the past three (3) years in providing the same or similar services.
3. Cost – Provide yearly costs for up to seven (7) years. *Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: "Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.*
4. Description of Services:
 - a. Describe how the Offeror will provide the services;
 - b. Identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services described; and
 - c. Identify and describe any known constraints in fulfilling the Scope of Services as describe
5. Ability to Meet Scope of Services - Describe the Offeror/Proposer/s fiscal and administrative capacity as it relates to effective performance of the Services. Examples of how this may be described includes but is not limited to: For non-profit agencies, include a copy of the organization's most recent annual budget. Include a description of major revenue sources, and any pending applications for this program/service and the status of the application. Private individuals and for-profit companies should include a narrative description of the individual's or company's fiscal and administrative capacity.
6. Ability to create marketing materials for exhibits – please provide two (2) examples of previous work.

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

	Criteria	Weighted Points
1	Experience	30
2	Cost	30
3.	Ability to provide service	25
4.	Marketing examples	15
	Total Score	100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-65

RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

AGR24-65



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, [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. 24-65 ("RFP") on March 17, 2024, requesting proposals for Management of Step-Up Art Gallery at Mesa Public Library, as described in the RFP; and

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

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

[FOR CONTRACTS MORE THAN \$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:

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.

2. Monthly Invoices. Contractor shall submit itemized *[monthly 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 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.

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.

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____ **DATE**
NAME: _____
TITLE: _____

Exhibit X
Confidential Information Disclosure Statement
AGR24-65

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: 24-65

RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

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: 24-65
RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

This document should be returned with RFP submittal.

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

Signature

Date

Title (position)

Exhibit D

VERIFICATION OF AUTHORIZED OFFEROR

RFP NO: 24-65

RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

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: 24-65
RFP Name: Management of Step-Up Art Gallery at Mesa Public Library

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$						
	\$						
	\$						

Exhibit F

Los Alamos County Library System Policies

RFP NO: 24-65

RFP Name: Management of Step-Up Art Gallery at Mesa Public Library



LOS ALAMOS

where discoveries are made

LOS ALAMOS COUNTY LIBRARY SYSTEM
POLICIES

Established: 1981
Revised 1999, 2010, 2019

1.0 INTRODUCTION

The Los Alamos County Library System (LACLS), hereinafter “the Library,” has provided continuous library service to the community since its informal beginnings in 1943, when seventy families each donated \$5.00 to start a subscription library housed in the Big House of the former Boys Ranch School. The Library became free and open to all in 1945, when financial responsibility for its operations were taken over by Post Special Services. In 1951, when the Zia Company relinquished control, the Library became a bona fide public library and was officially named the Mesa Public Library, functioning as an independent corporation under contract to the Atomic Energy Commission to supply library services to the community. In 1953, the Library moved into the former commissary/cafeteria in the heart of the town site, where it remained until 1994 when it moved into the award winning facility designed by Antoine Predock. In 1985, the White Rock Branch Library was established, and the two libraries together became the Los Alamos County Library System. A new White Rock Branch Library was built in 2015.

These policies apply to both the Mesa Public Library and White Rock Branch Library facilities.

1.1 Mission

MISSION STATEMENT:

The Library offers opportunities for our diverse regional community to learn, know, gather and grow by providing open and equal access to a variety of ideas and information through evolving technology and services.

The Library recognizes that its services must be valued by members of the community and must be of such relevance that support for the Library remains a valid use of community resources.

Recognizing that the community is constantly changing, the Library will continually assess its services in the context of professional library standards and community needs. The intent is to identify and provide, to the broadest range of individuals and entities possible, those public library services determined to be both appropriate and reasonable.

The Library will strive to maintain reasonable levels of service in a consistent and dependable manner.

1.2 Purpose

The Library provides educational, cultural, leisure, reference, technology, and information services, resources, and programs for all ages. The library is guided in the nature and type of services offered by available financial resources, community needs, and professional standards and has historically emphasized direct public service rather than archival activities.

1.3 Goals

Goals, objectives and related activities are established as part of a dynamic response to community needs as identified by various assessment methods. Goals will reflect selected public library services responses.

The extent and mix of services will vary according to the needs of the community and the availability of resources. Delivery methods will change as technology develops.

2.0 ESTABLISHMENT, FUNDING, AND AUTHORITY

2.1 Local

The Los Alamos County Council is charged with appointing a Library Board to recommend for the County the public policies of the library and those other policies unique to library services. (*Los Alamos County Code of Ordinances, Chapter 8, Article V*). The Los Alamos County Code of Ordinances as cited above establishes the purpose, membership, duties and responsibilities of the Library Board.

As a part of the Los Alamos County government, the Library is supported primarily from revenue derived from taxation of Los Alamos County residents and entities doing business in Los Alamos County and is subject to all applicable county government code, regulations, policies and procedures. The Library may establish fees when deemed necessary.

2.1.1 Gifts to the Library

The Library has long been favored by public-spirited community members who wish to donate money and property. In order to administer these items given as a gift, trust, bequest or endowment, the Library Gift Fund has been established. (*Los Alamos County Code of Ordinances, Chapter 20, Article III, Sec. 20-367, Library Gift Fund*).

2.2 State

The Library is recognized by the New Mexico State Library as a public library and receives State Aid and General Obligation Bond funding as such, and so remains subject to state regulations relating specifically to libraries. (*State Grants-in-Aid to Public Libraries, 4.5.2 NMAC (7/1/2009)* and *Distribution of General Obligation State of New Mexico Bond Funds for Public Libraries, 4.5.8 NMAC – N, (2/14/2008)*).

3.0 OPERATIONAL PRINCIPLES

The Library Manager, with assistance from the library staff, is responsible for the adherence to library policies, and will develop procedures or guidelines to ensure the implementation of these policies, which will be placed in a Library Procedures Manual. Library procedures or guidelines adopted under these policies are developed and applied in the context of the following professional and organizational principles.

3.1 Professional Principles

3.1.1 Librarianship

The Library recognizes that libraries contribute significantly to a democratic society, and that professional librarians must attain a level of education and skill appropriate to the discipline of librarianship, and must exhibit a particular sense of dedication to professional ideals.

The Library encourages an understanding and articulation of public interest as the primary motivation for staff decisions and actions.

3.1.2 The Library Bill of Rights

Within the framework of local, state, and federal law, the Library recognizes and generally supports the principles outlined in the American Library Association's Library Bill of Rights, and also relies on guidance from the various interpretations of that Bill of Rights that are periodically issued by ALA.

3.1.3 Intellectual Freedom

An individual's right to information in this country is addressed in the First Amendment to the United States Constitution, which states that Congress shall make no law abridging the freedom of speech, or of the press. The Library recognizes and generally supports the principles of the Freedom to Read Statement, adopted by the American Library Association (ALA) Council.

In particular, the policies of the Library reflect the intellectual freedom principle that access to information in the Library should be open to all.

3.1.4 Interagency Cooperation

The Library will cooperate within reasonable limits with local, state, regional, and national agencies involved in library and information services, so long as its service population is not unduly deprived of library resources for a prolonged period.

Interagency cooperation in this context generally includes interlibrary loan, interlibrary reference, reciprocal borrowing, sharing of personnel in development projects, and participation in library materials delivery services. Interlibrary loan in particular receives targeted support because of the particular value that has consistently been placed on this service by Los Alamos residents.

Informal interagency cooperation does not preclude consideration of more formal relationships such as joint powers' agreements, memoranda of understanding, library service districts, etc.

3.2 Organizational Principles

3.2.1 Open Government

The Library is guided in information access by Los Alamos County government policy and practice, which follows the New Mexico Inspection of Public Records Act (*Chapter 14, Article 2 et. seq. NMSA 1978*).

In addition to general applicable state law concerning open government, the library is specifically regulated by the New Mexico Library Privacy Act (*Chapter 18, Article 9 NMSA 1978*).

3.2.2 Confidentiality of Library Records

Under the New Mexico Library Privacy Act, privacy for the users of public libraries of the state with respect to the library materials they wish to use preserves intellectual freedom guaranteed under the New Mexico State Constitution. Therefore, patron records are confidential within the parameters of state and federal law.

According to the statute, a "patron record" is "any document, record or other method of storing information retained by a library that identifies, or when combined with other available information, identifies a person as a patron of the library or that indicates use or request of materials from the library." Consequently, confidentiality is considered to extend not only to materials consulted, borrowed, or acquired but also to information sought or received, database search records, reference interviews, interlibrary loan records, Internet use records, or other personally identifiable uses of library materials, facilities or services. Consequently, this information shall not be made available except as noted in these policies or as required by law.

3.2.3 Code of Conduct

Individuals on library property or individuals whose actions affect library property or those on library property shall behave in ways that show respect for themselves, for other library users, for the staff, and for the property of the Library.

Individuals shall not engage in behavior that is illegal or that may constitute a danger to themselves or others, or which threatens or damages library property.

The Library will seek such assistance as is necessary and reasonable from authorized personnel in assuring that appropriate behavior is maintained. This may include assistance from law enforcement officers.

To make clear the behavior expected by those on library property and the consequences of their behavior, the Library will maintain guidelines that state the policy and contain current procedures relating to personal conduct.

3.3 Public Involvement Principles

3.3.1 Library Support Groups and Volunteers

The community may establish support groups to promote the interests of the Library. All activities of such groups must be in concert with the library's mission and goals.

The Library will encourage the work of support groups, which perform functions and provide services relating to the Library for which there is not normally a governmental appropriation or other form of support. While these groups may supplement normal library activities, the Library must not become dependent upon these groups to provide support that should be financed by government appropriations.

The Library encourages the services of individual volunteers if such services support the purposes of the Library. The conditions of service for volunteers shall be determined and regulated by the Library Manager in keeping with the Los Alamos County Volunteer Policy.

Neither individual volunteers nor groups may speak or act on behalf of the Library or the County.

3.3.2 Public relations

The Library recognizes that it is a public service and will exert all reasonable effort to make library services and facilities accessible and to keep citizens continuously and accurately informed about its activities and plans. The library may utilize a variety of methods to gather feedback and input from the public and to evaluate the effectiveness of its services. Library patrons who wish to

compliment, comment or complain about library policies, procedures, guidelines, services, collection or facilities are welcome to discuss their concerns with the Library Manager and are encouraged to submit a Customer Comment card to the Library Manager, directly or via the library staff. Comments are read, responded to, and shared with the Library Board, or other appropriate County personnel, on a regular basis.

Patrons who feel their concerns have not been addressed may contact the Director of Community Services or the County Manager.

4.0 PUBLIC SERVICES

The nature and extent of public library services are dependent upon the availability of resources. All services listed may vary in scope from time to time; however, the Library subscribes to the basic tenet that services offered will be provided equitably to everyone, and will include all age groups.

4.1 Service Population

4.1.1 Primary service area

Los Alamos County residents are the Library's primary service population. Historically and in keeping with the belief that education and information are essential to the health of the community, region, and state, the Library has also rendered full services to those who work within the county but who reside elsewhere. The Library welcomes visitors, subject to its obligations to its primary service area.

4.1.2 Interlibrary cooperation

The Library supports the principle of participation in reciprocal services to all residents of New Mexico, and directly supports interlibrary lending.

4.1.3 Youth population

Although the Library does not distinguish among individuals in the provision of library services, it recognizes the special requirements of service to children and young adults and supports this service as an essential public library function. Parents or guardians are responsible for their children or wards and only they may restrict their reading, viewing, and/or listening habits. The Library cannot enforce parental restrictions.

The Library complements services of school libraries but does not normally replace or replicate them. The Library collaborates and cooperates with the schools on special projects.

4.1.4 Special populations

The Library will assist those with special needs, in compliance with federal and state law.

4.2 Facilities

As a public library, the Library strives to locate, design, and maintain library facilities and organize its operations so that they are convenient and accessible, easy to use, safe, and attractive.

4.2.1 Number and location

The Library will maintain facilities from which public library services can be provided. Although the size and number of facilities, including outreach facilities, may vary, there will be an emphasis on supporting at least one facility in each of the major population areas of Los Alamos and White Rock.

4.2.2 Hours of operation

The Library will maintain a reasonable mix of day and evening, weekday and weekend hours at each facility to provide direct or indirect access to library facilities, materials, and services. In no case will the number of hours fall below the standards for public libraries recognized by New Mexico State Library, except as may be directed by the Los Alamos County Council.

Community needs and resources available will determine the actual hours of operation.

4.2.3 Use of Library Equipment

Only equipment designated for public use may be used by members of the public.

4.2.4 Photographing or videotaping in the Library

Attendance at programs and events sponsored by the library may be recorded through photographs and/or video. The library may use these photos or video to publicize and promote library services and to advance the mission of the library. These images/videos may be posted on the County's website, in the Library's newsletter, or social media outlets in accordance with County guidelines. No names will be utilized in conjunction with photos without express written consent.

Library patrons and visitors to the library may not take photographs or videos of other patrons or staff without the permission of the person(s) being photographed.

Requests by filmmakers, commercial or amateur photographers to photograph or videotape in the Library must receive prior approval from the Library Manager, and may be denied if it will be disruptive or would violate the Code of Conduct.

4.3 Library Materials

The Library will develop and maintain a collection of materials that, to the fullest extent practical, meets the varying informational and recreational needs of the Library's service population, in particular, residents of Los Alamos County.

No library can meet all the needs of all of its users all of the time. The Library will, however, apply all reasonable diligence in developing and maintaining the best collection possible given available resources.

The Library will maintain a definite and recognizable process for the development of the collection. While the details of the process may change as needs require, the procedures will be defined clearly and be easily available and certain basic elements, as noted below, will be included.

4.3.1 Selection responsibility

The Library Manager is responsible for collection development, and is assisted by members of staff, with suggestions from library patrons. Those making selection or withdrawal decisions are guided by professional review and evaluation sources, practical experience, personal knowledge, expert advice, and community needs as reflected in collection usage statistics and individuals' comments.

4.3.2 Selection parameters

The principles of intellectual freedom do not require that any public library own or not own any particular item. The Library acquires materials to support a broad range of citizen interests, attempting to maintain a balance in an effort to achieve its service goals. The Library must, however, carefully consider the use of public funds to respond to individual requests.

In selecting materials of any format, the Library Manager and staff should neither avoid nor encourage political, social, artistic, or religious controversy. The Library takes no advocacy position on materials. Believing however, that the free and healthy intellect thrives on diverse opinions, the Library encourages an environment of intellectual stimulation.

In fulfilling its purposes, the Library strives to assure a measure of educational, cultural, recreational, research and informational materials, regardless of format. Certain materials may have educational, cultural, recreational, research and informational value even though parts of the materials contain salacious appeal. Selection of such materials is discretionary with the Library Manager, all other policies considered.

Patrons concerned about material in the collection are welcome to discuss those concerns with the Library Manager. Patrons who wish to ask the Library to

reconsider material in the collection will be given the Request for Reconsideration forms and informed of the reconsideration process.

4.3.3 Collection characteristics

The Library's collection serves the needs of the community, and may change over time. Among the most commonly discussed collection characteristics are format, audience, and availability.

4.3.3.1 Format

The Library does not restrict the format of materials to be considered for the collection. All formats are potentially appropriate and shall be given due consideration. Examples of formats include, but are not limited to, print, audio, video, electronic, graphic, etc. New formats are evaluated for inclusion as patron interest warrants and resources permit.

4.3.3.2 Audience

Although the Library does not categorize nor limit access to materials designated as 'adult' or 'youth'; certain materials will be of particular interest to or appropriate for different age groups by virtue of the subject matter, level of complexity, etc., and will be designated as such. These designations are intended to provide a convenient mechanism for the arrangement of materials of particular interest to adults, children, young adults, teens, and adults working with children and are not intended to restrict use to a particular age group or signify appropriateness of content.

4.3.3.3 Availability

As a public library, the Library emphasizes the circulation of library materials and for that reason, the bulk of the collection is available on loan to eligible users.

In order to support certain services such as reference and information activities, or to safeguard rare or costly items, the Library generally limits the use of some specialized materials and some equipment to library facilities.

4.3.3.4 Donations

Donations are accepted for the collection when they assist the Library in accomplishing its goals and objectives and also meet physical and subject standards required of similar items in the collection. Guidelines for the disposition of those items that the Library cannot accept will be maintained. Materials donated to the Library cannot be accepted on a conditional basis and items not added to the collection cannot be returned to the donor. The Library retains unconditional ownership of all donations and makes the final decision on acceptance, use, or disposition. The donor is responsible for disposing of items not accepted by the Library.

4.4 Circulation Services

The Library is committed to circulation services as a basic public library activity, including at a minimum the functions of lending and retrieving library materials, registering users, maintaining access to materials, handling records relating to circulation services and providing direct customer service.

The Library will develop and maintain reasonable parameters to identify those who are eligible to receive services and to require that everyone abide by procedures developed to assist in providing equitable access to all. These parameters and procedures may change, as circumstances require.

4.5 Reference and Information Services

Reference and information service is central to the Library's mission and commitment to serving the needs of its community, and is available to all within the limits of material and human resources. This service includes at a minimum the provision of information or assistance in locating information or materials, training in the use of materials and equipment, interlibrary loan assistance, and referral services, each of which shall be tailored to the particular needs of adults or youth.

The Library does not guarantee the accuracy of information contained in any materials owned or obtained by the Library; neither is the Library liable for any consequences or damages the user of materials owned or obtained by the Library may suffer based on actions taken or decisions made using information from the Library. Further, the Library does not guarantee that the source of any information to which a library employee may direct a user seeking reference or informational assistance is the best possible available source of that information either in materials which the Library owns or is able to obtain from other sources.

Reference and information services include those rendered by every library program providing service to the public, in addition to Adult Services at the Mesa Public Library, which is the primary provider of in-depth reference service.

4.6 Public Access Computing, including Internet Use

In response to advances in technology and the changing needs of the community, the Library makes available the use of computers for a variety of functions, including free public access to the Internet. The Internet may be accessed via a wired connection on library-provided computers or via wireless access points with personal laptops or other wireless devices. Wireless connections may not be available in all areas of the Library. The Library does not guarantee that a wireless connection will be made.

Internet communications at the Library are not secure. Information sent or received using library wired or wireless connections may potentially be intercepted by someone else.

Neither the Library, nor Los Alamos County will be liable for any damage to a user's personal computer, wireless device, or peripherals, or for any loss of personal information, data, damage, or any negative consequences that may occur as a result of the use of the Library's computer equipment, online services, or Internet connections.

The Library does not monitor, nor control, the information accessed through the Internet and is not responsible for either the nature of or the accuracy or currency of any information accessed on the Internet.

The Library does not filter information received on wired or wireless connections. The Library is not responsible for inadvertent exposure of minors or adults to potentially offensive material by Internet users on library connections, and the Library is not responsible for what a minor or adult may access on the Internet. As with other library materials, restriction of a minor's access to the Internet is the responsibility of the parent or legal guardian. Any restriction or monitoring of a minor's access to the Internet via the Library's connections is the sole responsibility of the parent or guardian.

Use of the Internet shall be consistent with the Library's mission, goals, policies, and procedures, and with applicable local, state, federal and international laws including those pertaining to obscenity and copyright. Users shall not engage in illegal activity, or in any activity that would threaten library or County systems, databases, or network functionality or security. Internet access shall be used in accordance with the Library's Code of Conduct in a manner that does not disturb, distract or impede the use of library facilities or materials by others. Computer users shall exhibit respect for one another's privacy and diverse sensibilities. Penalties for abuse of this resource in the Library may result in loss of library privileges.

Library staff can provide general handouts for connecting personal devices to the wireless connection. Staff are prohibited from troubleshooting problems related to wireless devices or assisting in making changes to settings and/or hardware configuration. The Library does not guarantee that personal devices will work with the library's connection.

Specific guidelines and procedures for the use of the Internet will be maintained and updated, as circumstances require.

4.7 Displays, Exhibits and Art Galleries

The Library utilizes many display cases, bulletin boards, tables and other areas to provide information on library-sponsored materials and events. Additionally, as a public service and in its role as an information center for the community, the Library provides certain space for the general public to exhibit and display materials, within time, place and manner restrictions. The individual or organization submitting the literature or material is solely responsible for its contents. The Library does not advocate or endorse the viewpoints of the individual or organization displaying the material. The Library reserves the right to determine how long the materials will be made available on display, and whether they are of an appropriate size and number.

All display cases and bulletin boards are reserved for library use only except as specified by the Library. The number and location of display cases and bulletin boards available for public use may change from time to time based on library needs and availability. The Library, in conjunction with its own displays or library-sponsored displays, may solicit contributions of items from outside the library to augment library displays.

4.7.1 Art Galleries

a. The upstairs art gallery in the Mesa Public Library is available for art displays by regional artists or educational, cultural, or travelling exhibitions, according to schedules as developed by library staff and/or County contractor. The use of the space is non-exclusive, and it may also be used for receptions only in conjunction with the display as well as for library activities and general study space. The Library may impose reasonable rules for the protection of the artwork and the safety of the patrons.

b. The youth art gallery in the Mesa Public Library is available for displays of artwork by regional area students. The use of the space is non-exclusive, and it may also be used for library displays and for general study space. The Library may impose reasonable rules for the protection of the artwork, the safety of the patrons, and due to its proximity to study and collection areas, non-interference with library use.

4.8 Meeting Space

The Library is one of a number of Los Alamos County government facilities with formal meeting space available for public use. Because of the Library's commitment to the concept of free public library service, it supports the provision of library meeting space during library hours at no cost to eligible users.

4.8.1 Mesa Public Library Meeting Rooms

Beyond use by the Library itself, or use by the County government, the Library offers the use of its meeting rooms to the public. Groups may be denied use of meeting rooms or asked to reschedule a previous room reservation if a conflict arises with a Library sponsored function. Permission to use the rooms may be denied to any group whose purpose for the meeting is illegal, or where adequate adult supervision is not provided for minors under the age of eighteen.

Meeting rooms, as distinct from study rooms or other library meeting spaces, may be reserved, and use will follow the stated guidelines. Rooms are scheduled on a first come, first-served basis. When used by the public (as distinguished from library or County use), the meeting rooms are a limited public forum, and time, place and manner restrictions apply. The group or organization using a meeting room is solely responsible for the content of the meeting. The library does not advocate or endorse the viewpoints of the individual or organization using a meeting room. The Library requires public meetings and programs held in its meeting rooms be free and open to the public with no admission fee being required of participants. The group or organization using a meeting room may not charge a fee, collect donations, or conduct sales in the library except as otherwise allowed in policies 4.7 or 4.8.

4.8.2 Mesa Public Library Study Rooms

Study rooms are closed or non-public forums, and are intended for individual or small-group study. Rooms are available on a first-come, first-served basis, and users must sign up for use of the rooms, at the time of use at the service desk. The individual or group using a study room may not charge a fee, collect donations, or conduct sales in the library except as otherwise allowed in policies 4.7 or 4.8.

4.8.3 Other Mesa Public Library Spaces

Note that the Mesa Public Library downstairs rotunda, Youth Services Program Room, upstairs rotunda, and Gallery/Reading Room are also closed or non-public forums. These spaces are not public meeting spaces and are intended to be used for library-related or library-sponsored or County-sponsored programs, displays and events, which may include the sale of event-related items. They may not be reserved by the public nor used for meetings.

4.8.4 White Rock Branch Library Meeting Room

This room functions as a public meeting room. Groups, meetings & events must follow the same guidelines as delineated above for the Mesa Public Library Meeting Rooms.

4.8.5 White Rock Branch Library Study Rooms

Study rooms are closed or non-public forums, and are intended for individual or small-group study. Rooms are available on a first-come, first-served basis, and

users must sign up for use of the rooms, at the time of use at the service desk. The individual or group using a study room may not charge a fee, collect donations, or conduct sales in the library except as otherwise allowed in policies 4.7 or 4.8.

Study Room Number One is a dual purpose space. It may be reserved as a public meeting room. If the room is not in use for a meeting, it may be used as a study room on a first-come, first-served basis. If in use as a meeting room, groups, meetings & events must follow the same guidelines as delineated above for the Mesa Public Library.

4.9 Collaboration

In addition to creating its own programs, displays and exhibits, and providing space to those of others, the Library, as a vital and integral part of community life, will sometimes find it beneficial to collaborate with a range of organizations whose programs, events, exhibits or publications support and enhance the Library's fundamental mission by reaching members of the community. The Library reserves the right to choose whether or not to collaborate with a particular organization, and may revoke that collaboration at any time. The collaborating organization must abide by library and County policies.

4.10 Solicitation in the library

Except as otherwise allowed in policies 4.7 or 4.8, the Library permits no solicitation or sales within the library, including the lobby, except by author, performers and artists in conjunction with library or County sponsored events. No non-County or non-library surveys, solicitations or petitions will be kept or distributed at the library service desks, or posted on any library walls or bulletin boards, with the exception of the bulletin boards so designated. Petitioners may not solicit signatures within the library, including the lobby. As a public service, petitions may be posted on designated bulletin boards, but library patrons may not be approached by petitioners once they have entered the lobby.

4.11 Reconsideration of meetings, programs, displays, and exhibits

The Library expects that activities or events on library property will not disturb, distract, nor discourage any person in any way in his or her use of the Library. Programs, displays, and exhibits which seriously interrupt or whose presentation appears to threaten the provision of primary public library services or to endanger facilities, staff or library users will be reconsidered, even if originally authorized. These may be discontinued or provided an alternative time or location in the interests of overall public library service and/or safety. Time, place and manner restrictions may apply.

Patrons concerned about materials in a program, display or exhibit are welcome to discuss those concerns with the Library Manager. Patrons who wish to ask the library to reconsider materials in a program, display or exhibit will be given the Request for Reconsideration forms and informed of the reconsideration process.