

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

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

(505) 709-5030

Advertised: **October 4, 2024**

Closing Date: **October 22, 2024**

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

**RFP Number: 25-02**

**RFP Name: Affirmative Action Plans Preparation and Compliance Support**

**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 – RFP25-02 Affirmative Action Plans Preparation and Compliance Support**.

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Kat Brophy, Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@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, October 22, 2024**, will be reviewed.

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

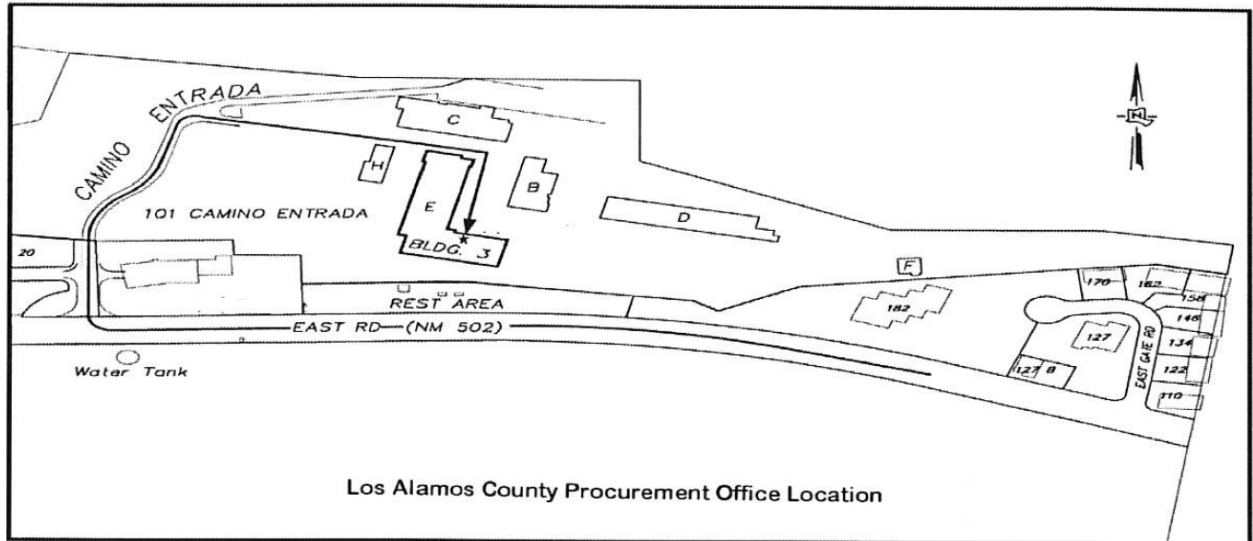
3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, October 22, 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.

- 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.
  - 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.

## CONTACT INFORMATION

1. For project-specific information, contact [Rosabella Romero](mailto:rosabella.romero@lacnm.us), at [rosabella.romero@lacnm.us](mailto:rosabella.romero@lacnm.us);
2. For procurement process information, contact [Kat Brophy](mailto:kat.brophy@lacnm.us), Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us); (505) 662-8127.
3. Written questions submitted via e-mail should be sent to [Kat Brophy](mailto:kat.brophy@lacnm.us) and copied to [Rosabella Romero](mailto:rosabella.romero@lacnm.us).
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

Los Alamos County is in need of a consultant to provide services to assist County in complying with affirmative action regulations and requirements. Consultant will be required to prepare County's Affirmative Action Plan ("AAP") and provide consultation on various aspects of County's AAP, policies, and processes with regard to 41 CFR 60-2.

## BACKGROUND

The County's Affirmative Action Plan encompasses Minorities and Women, Protected Veterans, and Individuals with Disabilities. This comprehensive plan includes both part-time and full-time staff totaling 950 employees.

Our AAP is structured around 306 Job Classes and 344 Job Descriptions.

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

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

## **SCOPE OF SERVICES (or WORK)**

The Successful Offeror ("Contractor") shall gather relevant Los Alamos County data and prepare County's Affirmative Action Plan(s) and shall provide consultation services regarding County's AAP Plan, the requirements of 41 CFR 60-2, and County's relevant policies ("Services"). All items necessary for the successful delivery of Services may not be included in the proposed Scope of Services herein. Offerors are expected to identify and highlight in their Proposal any deviations or modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering Services.

- 1) **Generally.** Contractor will provide services to collect and analyze Los Alamos County workforce composition and compare it to the labor workforce in order to prepare three (3) Affirmative Action Plans ("AAPs") for the purposes of ensuring Los Alamos County compliance with the requirements of 41 CFR 60-2. The specific plans shall include:
  - a) Race and Gender
  - b) Veterans
  - c) Disability
- 2) **Project Initiation.** Contractor shall, within ten (10) business days from the Effective Date of the Agreement, or within a timeframe proposed in Contractor's RFP response and agreed to by County, schedule an in-person kick-off meeting with the County's designated Human Resources staff ("Project Team"), as determined by the Human Resources Manager or designee ("Project Manager") at a date, time, to be agreed upon by both Parties.
  - a) In preparation for, and prior to the kick-off meeting, Contractor shall review 41 CFR 60-2 and County Manager Policies identified below:
    - i) County Manager Policy 1170 – New Hire, Retention and Longevity Compensation for Eligible Employees, Exhibit G:
    - ii) County Manager Policy 1175 – Compensation Administration, Exhibit H
    - iii) County Manager Policy 1180 – Recruitment Policies & Procedures, Exhibit I
  - b) As part of the kick-off meeting, the Parties shall, at a minimum:
    - i) Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Contractor's Proposed Project Plan and Schedule. The Project Plan and Schedule shall include, at a minimum, Contractor's anticipated need for travel to Los Alamos, due dates for deliverables, and Project milestones.

- ii) Review the scope of work and identify any Project issues to be addressed in the course of the Project that were not identified in the County's RFP or in the Contractor's Proposal.
- iii) Establish communication protocols, meeting frequency, and meeting format, with meetings occurring either in-person or online in a virtual format.
- iv) Identify document format and data transfer methods between Contractor and Project Team related to the performance of the Agreement.

**3) Project Documentation and Meeting Materials.** Contractor shall:

- a) Produce agendas, meeting materials, and provide notes for all calls and meetings, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes shall be prepared in typed form and furnished electronically to the Project Manager within five (5) business days after the date of the meeting, throughout the term of the Agreement.
- b) Project Reports. Contractor shall provide to the Project Manager a monthly Project Status report that includes a summary of accomplishments by task, Project assessment, and deliverables for the reporting period in the form mutually agreed upon by County and Contractor.

**4) Affirmative Action Plans**

- a) Contractor shall prepare three (3) Affirmative Action Plans to include Race and Gender, Veterans, and Disability. Each Plan shall specify how County finds, hires, and supports candidates from a variety of backgrounds. For each of the three (3) Plans, preparation shall include, but not be limited to the following:
  - i) Contractor shall coordinate with County staff to identify and collect the required data that shall be necessary to complete the Affirmative Action Plans.
  - ii) Contractor shall perform a quantitative analyses of criteria such as:
    - a. County's Organizational profile to identify staffing patterns
    - b. County's job groupings
    - c. County's placement of incumbents in job groups
    - d. Determination of availability to estimate the number of qualified minorities or women available for employment in a given job group;
    - e. Comparison of Incumbency vs Estimated Availability
    - f. County's placement goals
    - g. Statistical Analyses for each AAP based upon the employee data provided by County
- b) In addition to AAP preparation, Contractor shall provide consultation services including but not limited to:
  - i) Designation of responsibility for Plan implementation;
  - ii) Identification of compliance deficiencies;
  - iii) Recommendations for action-oriented programs;
  - iv) Periodic internal audits.
  - v) Development of AAP job groups and compensation pay analysis groups.
  - vi) Corporate Management Compliance Evaluation
  - vii) Review of submitted County data to include identification and communication related to data problems that may affect the preparation process.
  - viii) Assistance with defense in the event of Office of Federal Contractor Compliance Programs ("OFCCP") Compliance Reviews
  - ix) Legal Compliance Advice and Assistance (including client attorney privilege on communications and any plans or analyses that the vendor prepares).
  - x) Assistance with AAP Policy development.

- xi) Review of existing pertinent County Manager Policies and recommendations for edits to maintain compliance with 41 CFR 60-2
- xii) Unlimited telephone consulting support.
- xiii) Unlimited off-site compliance evaluation (audit) support.
- xiv) Applicant tracking process review and recommendations
- xv) Hiring process review and recommendations
- xvi) Compensation Analyses

## 5) **Training**

Offeror shall provide access to educational resources which may include, but are not limited to, webinars, online databases, periodicals, and/or conferences.

## 6) **Deliverables**

Offeror shall prepare and provide the following:

- a) Contractor shall include a Proposed Project Schedule, with detailed information on implementation included with first year affirmative action plans, with their RFP response.
- b) Data Metrics for each AAP, based upon the employee data provide by County and in compliance with OFCCP, within thirty (30) days of receipt of documents/reports provided by County
- c) Adverse Impact Analyses, based upon the employee data provided by County, within thirty (30) days of receipt of documents/reports provided by County
- d) Progress toward goals, based upon the employee data provided by County, within thirty (30) days of receipt of documents/reports provided by County and every thirty days thereafter until project end.
- e) Comprehensive and Customized Policy Language consistent with requirements of Executive Order 11246, Section 503, of the Rehabilitation Act, and the Vietnam Era Veterans Readjustment Act within thirty (30) days of completion of AAPs
- f) Inside Affirmative Action booklet within ninety (90) days of completion of AAPs,
- g) Required Posting of Affirmative Action Notices within timelines required under 41 CFR 60-2
- h) The AAPs and supporting documentation shall be delivered electronically to Project Manager according to Project Schedule mutually agreed upon by Contractor and County. It is preferable that the vendor is able to produce and export data and reports in multiple electronic file formats including, but not limited to, Microsoft Excel, Microsoft Word, and/or Portable Document Format.

## 7) **Additional or Optional Services:**

- a) Contractor understands and agrees that County governing bodies may request additional edits, revisions, or public input in addition to what is provided in this Agreement. The parties agree that they will work in good faith to amend the Project Schedule and/or compensation, if applicable or as may be authorized, to accommodate the additional requests by the governing bodies. If such changes increase costs of the Project beyond the not-to-exceed compensation amounts provided herein, such an increase must be approved and authorized by an Amendment to the awarded Agreement.

## 8) **Software** – Contractor must identify the terms and conditions for County access to any proprietary software it may use for the purpose of file sharing or data storage of deliverables.

## ESTIMATED RFP PROCESS DATES

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

RFP Process	Estimated Dates
Advertise RFP	October 4, 2024
Date Proposals are Due	October 22, 2024
Proposal Review and Analysis	October 23 – November 13
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	December 17, 2024

2)

## 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 C, 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 D. 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 E. 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**

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

Proposals shall include, but need not be limited to, the following seven (7) components as identified below. For uniformity in the proposal review process, please sequence your proposal as shown below. Information provided for this, and the following sections may be used in the contract between the successful Offeror and the County.



- 1) Experience
  - a. Describe the history and purpose of the organization/business.
  - b. Summarize the organization's experience in providing services of the type requested herein. Include a list of similar projects completed in the past three (3) years.
- 2) Project Team
  - a. Provide a list of personnel assigned to the project. Identify lead contact.
  - b. For each project team member, describe role in project, qualifications, education, and experience, with emphasis on experience with similar projects.
- 3) Scope of Services

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

  - a. Provide a detailed project plan which includes each item listed under Scope of Services section.
  - b. Describe any additional products or services recommended to increase value of the project.
- 4) Project Schedule
  - a. Describe major steps and milestones of project from start to completion.
  - b. Describe responsibilities of Contractor versus County.
  - c. Provide a timeline of steps and milestones.
- 5) References – Provide three (3) references and plans from similar projects within the past five (5) years. References should include:
  - a. Company Name
  - b. Contact Name
  - c. Contact Email Address
  - d. Contact Phone Number
- 6) Cost – Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: "Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited."
  - a. Using Exhibit F or Offerors own similarly formatted document, propose costs for all services, defined clearly in individual line items.
  - b. Provide costs for all services (including optional services) for all seven (7) years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement. County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors should note that the ability to provide services and pricing for a seven (7)-year contract term is a scored evaluation criterion.
  - c. Describe costs for any reimbursable or direct costs. Reimbursable or direct costs, including travel in the performance of Services under the Contract, that have been pre-authorized by County, may be billed at actual cost to County with a copy of the invoice from Contractor's supplier, and with a proposed administrative invoice processing fee.
  - d. If applicable, describe costs on-site meetings. Pricing should be based on a per meeting basis.
- 7) Appendices (Forms, Resumes, etc.).

## DOCUMENTS TO SUBMIT WITH PROPOSAL

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

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

	Criteria	Weighted Points
1	Experience	25
2	Project Team	10
3	Ability to Perform Work Listed Under Scope of Services	25
4	Project Schedule	10
5	References	10
6	Cost	20
	<b>Total Score</b>	<b>100</b>

Exhibit A  
SAMPLE SERVICES AGREEMENT  
RFP NO: 25-02

RFP Name: Affirmative Action Plans Preparation and Compliance Support

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

**WHEREAS**, **[FOP RFP'S]** -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

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

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

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

**[FOR RFP'S ONLY]** -- **WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

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

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

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

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

**SECTION A. SERVICES:** *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

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

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services

described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

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

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

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

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

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

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

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services

with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

County:

Project Manager

Incorporated County of Los Alamos

Address

Los Alamos, New Mexico 87544

E-mail:

Contractor:

Title

Company

Address

With a copy to:



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

E-mail:

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

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

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

OR

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

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

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

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

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

BY: \_\_\_\_\_  
**DATE**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Exhibit B**  
**RFP NO: 25-02**

**Confidential Information Disclosure Statement**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

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

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

	Contractor	County
<b>Name:</b>		
<b>Title:</b>		
<b>Address:</b>		
<b>City/State/Zip:</b>		Los Alamos, New Mexico 87544
<b>Email:</b>		

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 C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

**RFP NO: 25-02**

**RFP Name: Affirmative Action Plans Preparation and Compliance Support**

**\*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 D**  
**Campaign Contribution Disclosure Form**  
**RFP NO: 25-02**  
**RFP Name: Affirmative Action Plans Preparation and Compliance Support**

**\*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 E**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 25-02**  
**RFP Name: Affirmative Action Plans Preparation and Compliance Support**

**\*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 F**  
**COST SUMMARY SHEET**  
**RFP NO: 25-02**

**RFP Name: Affirmative Action Plans Preparation and Compliance Support**

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

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

	Hourly Rates	Total Hours	Total Amount
<b>Direct Labor (Hourly Rate by Classification)*</b>			
<b>Total Labor</b>			
<b>Direct Costs*</b>	Per Night/Per Mile		
Travel, Lodging			
Travel, Food			
Travel, Mileage			
Reproduction/Printing/Binding			
Supplies			
<b>Total Direct Costs</b>			
<b>Subcontractor Costs (if applicable)*</b>			
<b>Total Subcontractor Costs</b>			
<b>Total Cost</b>			

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

**\*Travel Guidelines**

Offeror'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 or minimum of .45 cents per mile;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

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



**Exhibit G**  
**County Manager Policy 1170 – New Hire and Retention Compensation**  
**RFP NO: 25-02**  
**RFP Name: Affirmative Action Plans Preparation and Compliance Support**



***INCORPORATED COUNTY OF LOS ALAMOS***  
***ADMINISTRATIVE PROCEDURE GUIDELINE***

Index No. 1170

Effective Date: June 9, 2023

Revised: October 15, 2020

Revised: October 14, 2023

**NEW HIRE, RETENTION AND LONGEVITY COMPENSATION FOR  
ELIGIBLE EMPLOYEES**

**I. Purpose**

The purpose of this policy is to establish the rules and procedures governing new hire and retention compensation for new employees hired and subsequently retained by Los Alamos County in regular positions (non-collective bargaining agreement positions) that are considered difficult to fill or retain.

**II Definitions**

A difficult to fill position is a position that the County has been actively recruiting for a minimum of six (6) months and has not been filled or has been filled but not for a continuous period of six months following hire. This classification must be requested by the hiring Department Director, recommended by the Human Resources Manager and approved by the County Manager.

An eligible party for purposes of this policy, is an employee who is hired to fill a vacancy that has been identified as a difficult to fill position, or a current non-probationary employee that is employed in a position that has been approved as difficult to fill.

A vacancy is an unoccupied position that no one is currently employed in and is available for someone to be hired into. A vacancy is not a position that an employee occupies but is on any type of leave status.

Recruitment Incentive Pay is a sum that the County Manager may allow for a position that was approved as difficult to fill and shall be paid upon the hire of the employee into a position as approved by the County Manager.

New Hire Retention Pay is a sum that the County Manager may allow for a position that was approved as difficult to fill and shall be paid either during the probation period or after the employee has successfully completed their new hire probation period, as well as any extensions thereof, and met any additional criteria as indicated in the corresponding agreement, or as otherwise approve by the County Manager.

**NEW HIRE, RETENTION AND LOGEVITY COMPENSATION FOR ELIGIBLE  
EMPLOYEES**

Page 2 of 4

Workforce Retention Pay includes a position that has been actively recruited for and approved by the County Manager as difficult to fill for a minimum of six continuous months, and the staffing level has consistently remained below 70% during that time period. When total staffing rises above the 70% threshold, the Workforce Retention Bonus compensation program for the position shall cease, however the time commitment periods agreed to in the corresponding agreement will continue until the time requirements have been completed. An employee may be eligible for additional workforce retention bonuses if determined by the County Manager in accordance with the policy.

The terms associated with recruitment and retention pay will be included in agreements maintained by the Human Resources division, as approved by the County Manager.

Longevity Pay is an additional hourly rate to incentivize long-term retention within the County and will be based upon total creditable service with the County as defined in the personnel rules. Service time will be calculated as of January 1 of each year and any applicable salary adjustment will be effective the first full pay period in January. Employees who have provided notice of resignation or retirement will be ineligible for new longevity pay adjustments under this policy. The Longevity Pay hourly rates will be as follows:

5 - 10yrs	\$0.50
10 – 15yrs	\$1.00
15 – 20yrs	\$2.00
>20yrs	\$4.00

**III. Administration**

The Human Resources Manager will implement this policy and execute employee agreements relating to new hire and/or retention compensation.

The Department Director is responsible for ensuring that Recruitment Incentive, New Hire Retention and Workforce Retention Pay is properly budgeted, prior to seeking approval by the County Manager.

**NEW HIRE, RETENTION AND LOGEVITY COMPENSATION FOR ELIGIBLE  
EMPLOYEES**

Page 3 of 4

**IV. Conditions**

Recruitment Incentive Pay can only be offered if the Department Director has identified the position and obtained approval by the County Manager prior to an offer being extended to the new employee.

New Hire Retention Workforce Retention Pay can only be offered if the Department Director has identified the position and obtained approval by the County Manager prior to it being offered to existing eligible employees.

Payment of New Hire and/or Retention Pay for each eligible employee will only be made after the employee provides to Human Resources a fully executed original agreement. All compensation paid out under this policy shall be subject to the terms and conditions of the corresponding Agreement.

- A. Recruitment Incentive Pay shall not exceed a one-time payment of \$15,000 and shall be administered in accordance with the signed agreement.
- B. New Hire Retention Pay shall not exceed a one-time payment of \$5,000, shall be in accordance with the signed agreement and shall be payable with the first full regular payroll period following successful completion of probation and any extensions thereof.
- C. Workforce Retention Pay for existing employees shall not exceed a one-time payment of \$5,000 and shall be administered in accordance with the signed agreement.
- D. Workforce Retention Incentive Pay for supervisors of employees covered by DPU collective bargaining agreements shall be paid as budgeted and if approved by the County Manager.

Any deviation from the terms stated herein or in the agreements shall require the approval of the County Manager.

**V. Other**

Recruitment Incentive Pay, New Hire Retention Pay, and Workforce Retention Pay under this policy is taxable income subject to IRS withholding and reporting regulations and may be included as income for the purposes of calculating deductions for other benefits.

Recruitment Incentive, New Hire Retention, and Workforce Retention Bonus Pay is not part of the employee's base salary and will not be considered in calculating

Index No. 1170

Effective Date: June 9, 2023

Revised October 16, 2020

Revised October 14, 2023

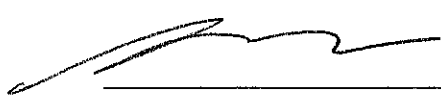
NEW HIRE, RETENTION AND LOGEVITY COMPENSATION FOR ELIGIBLE  
EMPLOYEES

Page 4 of 4

overtime pay, pay increases, or for any other similar purpose except as may be  
required by law.

Prepared by: Human Resources Division

Approved by:

  
Steven Lynne  
County Manager

10/14/23  
Date



**Exhibit H**  
**County Manager Policy 1175 – Compensation Administration**  
**RFP NO: 25-02**  
**RFP Name: Affirmative Action Plans Preparation and Compliance Support**



***INCORPORATED COUNTY OF LOS ALAMOS***  
***ADMINISTRATIVE PROCEDURE GUIDELINE***

Index No. 1175

Effective: July 2015  
Revised: June 1, 2017  
Revised: June 1, 2020  
Revised: October 14, 2023

## **COMPENSATION ADMINISTRATION**

### **I. Purpose**

The purpose of the Compensation Administration policy is to document the policies and procedures that will be followed in the administration of the County's Compensation and Classification program. It is intended to provide all County employees with a clear understanding of how compensation will be administered and how they may expect to progress within the County's compensation structure as a result of various employment actions, to provide County managers and supervisors with the guidelines and procedures that will be applied by the Human Resources division and the County Manager's Office when administering compensation, and to ensure consistency in the interpretation and application of the policies governing classification and compensation.

The Compensation and Classification program is administered in compliance with the County's Administrative Procedure Guidelines on Equal Employment Opportunity Policy, which affords equal opportunity for all persons regardless of race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability, veteran status or other protected classes.

### **II. Policy**

The County Charter, County Code and Personnel Rules and Regulations provide the basic framework through which the Classification and Compensation program is maintained and administered.

Under this framework, the County Manager is required to establish, maintain and publish a complete set of job classifications and descriptions that must be reviewed no less frequently than once every four (4) years. Establishment of new or revised job classes and the abolishment of existing classes are subject to approval by Council. Additionally, the Human Resources Manager is required to conduct salary surveys of the compensation plan no less frequently than once every four (4) years, which the County Manager in consultation

with the Personnel Board, uses to make compensation plan recommendations to Council.

#### Compensation Philosophy

The purpose of Los Alamos County's compensation philosophy is to define a competitive total compensation approach that enables Los Alamos County to achieve its overall mission, vision and goals.

The County is committed to providing a compensation program that is market competitive, that provides a good balance of compensation, benefits, and rewards, and that enables the County to recruit, retain and reward a high performing and motivated workforce that supports the County's commitment to serve its citizens.

In determining market competitiveness, the County considers peer employers of similar size, providing similar services, and in similar industries. Different geographic labor markets are considered as follows:

Local/Statewide: Grades 101 to 124

Statewide/Southwest Regional: Grades 125 to 132, and 201 to 215

National: Grades 301 and above

The County's competitive market positioning and total compensation package has enabled the County to attract and retain a well-qualified and motivated workforce that can sustain the County's wide range of essential services and infrastructure. A regional Department of Labor, Bureau of Labor Statistics established cost factor may be recommended to Council annually for application to the compensation plan structure.

The County maintains approximately 335 job classes and descriptions within an overall structure of job families and considers both the external market value of benchmarked jobs and the internal value of non-benchmarked jobs when assigning job classes to salary grades. In general, each job class is assigned to the salary grade whose midpoint of the range most closely matches the combination of target market positioning and internal positioning of the job class within its job family.

#### Regular and Limited Term Compensation Plan Structure

The regular and limited term compensation plan structure consists of 57 salary grades into which all job classes are assigned. There is a 5% difference between grades. Each grade represents a market salary range, and all job classes that are assigned to the same salary grade will have the same salary range. This compensation plan structure is also referred to as the salary plan.

There are 3 grade series within the salary plan; the 100 series for non-exempt, the 200 series for exempt, and the 300 series for executive jobs, and these series broadly align with labor market strategy and recruitment policy. Progression through the salary range is determined by a step plan consisting of 50 steps with approximately one percent between each step.

#### Casual and Temporary Employee Compensation Plan Structure

The Temporary and Casual Compensation Plan will mirror the Regular and Limited Term Compensation Plan except the Casual and Temporary salary grades will be 4 grades below the grade for the same regular or limited term job title.

#### Initial Hiring Placement

Employees are initially placed within the salary range for their job based on their individual combination of experience, education, and ability to meet business needs that are related to the job requirements.

#### Progression through the Range Regular & Limited Term Employees

Once placed, regular and limited-term employees then progress through the salary range for their job primarily based on their individual annual performance ratings, with limited recognition also given for the completion of an additional educational degree beyond the minimum job requirements, and non-temporary job expansions, such as the addition of a new program or service.

#### Progression through the Range Casual Employees

Once placed, casual employees then progress through the salary range for their job based on the number of hours worked during the previous twelve months that exceed the defined threshold.

#### Placement & Alignment Limitations

In no case shall step placement be above the maximum step for the grade.

Market factors may cause a job to change in grade, as determined by formal market study or internal job reevaluation. When a job decreases in grade and should this cause an employee's salary to exceed the new range, the principle of causing no harm to the employee is generally applied and the employee may be frozen in place (i.e. 'red-circled' or 'grandfathered') until future market factors bring the salary back into alignment within the range. Conversely, when a job increases in grade, and should this cause an employee's salary to fall below the minimum of the range, a market adjustment is customarily applied to bring the employee's salary up to the first step within the grade. When jobs change in grade due to market factors and the employee's salary

remains within the range of the new grade, any market adjustment made will be contingent on budget availability.

III. **Responsibility**

The County Manager must approve this policy and any changes thereto. The County Manager is responsible for the implementation and procedural requirements of this policy, administration of this policy is delegated to the Human Resources Manager.

IV. **Procedures**

**Step Placement of Newly Hired Employees (Non-Collective Bargaining Agreement employees)**

Employees are initially placed at step one within the salary range for the job class; the following placement criteria are then applied:

- 1) One- and one-half steps (rounded up to the next whole step) are granted per full-time equivalent year of experience exceeding minimum requirements doing the same or a substantially similar job. The County reserves the right to determine the percentage of time/work experience that would be considered substantially similar and the ability to prorate the amount of time applied for that work experience to be used in determining minimum requirements.
- 2) Two steps are granted for the possession of each degree level i.e. associate degree, bachelor's degree, master's degree, or doctoral degree in a major *related* field (as determined solely by the County) that exceeds the minimum education requirements for the job, up to a maximum of four steps in total. Partial credits towards degree completion will not be counted for this evaluation, with the exception that sixty or more credits from an accredited institution will be granted the equivalency of an associate degree.
- 3) Upon written recommendation of the Department Director, the Human Resources Manager is granted the authority to consider and award up to five additional discretionary steps for additional relevant and documented qualifications, certifications, experience, and ability to meet business needs related to the job requirements.
- 4) Additional discretionary steps beyond the above criteria and all appointments above step 20 require documented business justification for approval by the County Manager/Utilities Manager.

Step Placement of Newly Hired Probationary Fire Operations

Employees

Initial placement will be indexed below step 1 of the Firefighter

2 step plan.

- a. Probationary Firefighter 2 will be 95% of Firefighter 2 Step 1. Upon assignment to shift employee will increase to Firefighter 2 Step 1.
- b. Probationary Firefighter 1 will be 90% of Firefighter 2 Step 1. Upon assignment to shift employee will increase to 95% of Firefighter 2 Step 1.
- c. Probationary Fire Recruit will be 95% of Firefighter 2 Step 1. Upon successful graduation of the fire academy and assignment to shift employee will promote to Firefighter 2 and be placed at Step 1 increase to 90% of Firefighter 2 Step 1.

Initial Step Placement of Certain Difficult to Fill Positions

Certain difficult-to-fill positions have become chronically difficult to fill. For these positions, initial placement will start at Step 10 rather than Step 1. Those positions are:

Transit Operators (Trainee, 1, 2, and Lead)  
Lifeguards (Trainee, Lifeguard and Supervisor)  
Parks Maintenance (Parks and Trails Specialist 1, Maint. Spec. 2 & 3)

Step Placement of Newly Hired Probationary Utilities Employees Whose Job Titles are identified in their Respective Collective Bargaining Agreement

Initial placement will receive the job rate identified in the Collective Bargaining Agreement(s).

Collective Bargaining Agreement Promotions

Employees covered by collective bargaining agreements will be promoted in accordance with the terms of the relevant collective bargaining agreement.

Step Placement of Employees moving from a Collective Bargaining Agreement into the County's Salary Plan

Step placement will be determined as either New Hire Step Placement (as described above) or as promotional placement based on the following process:

- a. Police (IUPA) and Fire (IAFF) (based on 2080 hours):
  - 1) The salary range of the position within the collective bargaining agreement will be matched to the closest

- corresponding salary grade in the County's Pay Plan.
- 2) The employee's current rate of pay within the collective bargaining agreement, including incentive pay and longevity pay, will be matched to the step closest to the employee's rate of pay (step placement may be equal to or higher than the employee's rate of pay but it will not be lower).
  - 3) Using the table below the grade movement from the collective bargaining agreement into the County's Pay plan will be determined and the step placement will be calculated.
- b. Journeyman Linemen (IBEW) and Plumbers and Pipefitters (UAPP)
- 1) The step placement in the promotional grade will be calculated by adding ten percent (10%) above the base salary rate identified in the collective bargaining agreement for the employee's position, rounded up to the closest step in the County's Step Plan.

Step Placement of Newly Promoted Regular and Limited Term Employees

Employees are be placed on a step within the salary range based on the following matrix:

Employment Action	Movement	Increase Percentage
1 grade promotion	Move to greater of same step in new grade, or new hire step placement	5%
2 grade promotion	Move to greater of 3 steps lower in new grade, or new hire placement	7%
3 grade promotion	Move to greater of 6 steps lower in new grade, or new hire placement	9%
4 grade promotion	Move to greater of 9 steps lower in new grade, or new hire placement	11%
5 grade promotion	Move to greater of 12 steps lower in new grade, or new hire placement	13%
6 grade promotion	Move to greater of 15 steps lower in new grade, or new hire placement	15%

7 grade promotion	Move to greater of 18 steps lower in new grade, or new hire placement	17%
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*This table may be used in "reverse" for demotions or downward movement within the salary plan.*

#### Step Placement Due to Market Realignment

When an employee's salary falls below the job grade due to market changes, the salary will normally be brought within the range by placing the employee on step one of the range. Any further realignment resulting from market changes is dependent on available funding.

#### Annual Step Advancement based on Performance Planning & Appraisal (PPA) Rating for Regular and Limited Term Employees

Subject to annual approval and budget funding of the salary plan:

1. Employees on the top step of their pay grade are frozen in place and may only be eligible for any cost factor applied to structure.
2. Employees receiving a rating of 'Far Exceeds Expectations' may be granted a three-step increment plus any cost factor applied to structure.
3. Employees receiving a rating of 'Exceeds Expectations' may be granted a two-step increment plus any cost of labor factor applied to structure.
4. Employees receiving a rating of 'Meets Expectations' may be granted a one-step increment plus any cost factor applied to structure.
5. Employees receiving a rating of 'Does Not Meet Expectations' or 'Unsatisfactory' will not be granted any step increment, except for any cost factor applied to structure.

#### Annual Step Advancement Based on Hours Worked for

Casual Employees Subject to annual approval and budget

funding of the salary plan:

1. Casual employees who have worked more than 400 hours during the prior year will be eligible to receive a one-step increase.
2. Casual employees who are Lifeguards and instruct water aerobics class but do not provide lifeguarding duties; who have current Aquatic Exercise Association (AEA) Certification and have worked more than 150 hours in the prior year will be eligible to receive a one-step increase.
3. Pay increases will become effective in the first full pay period beginning



on or after July 1.

Out of Annual Cycle Step Increments for Regular, Limited Term and Casual Employees

Subject to approval of the County Manager or Utilities Manager (under Personnel Rule 305), and in accordance with budget availability, out-of-annual-cycle step increments may be granted in recognition of the following *non-temporary* job changes:

1. Up to three steps may be granted for a non-temporary job expansion such as the absorption of a documented new program or service, or an expansion of job responsibilities from an equivalent or higher-level job due to attrition or reorganization.
2. Two steps may be granted for completion of an Associates, Bachelors, Masters or Doctorate in a major *related* field that exceeds the minimum education requirements for the job, up to a maximum of four total steps.
3. Two steps may be granted upon promotion to an employee who has completed 60 general educational credits at the college level.
4. The County Manager, or the Utilities Manager in the case of Department of Public Utilities employees, may grant salary changes based upon Department Director recommendations as appropriate in accordance with Personnel Rule 305
5. Corrective steps may be granted as a result of adverse impact analysis (e.g. age, race, gender etc.) as recommended by the HR Manager.

Lateral Transfer

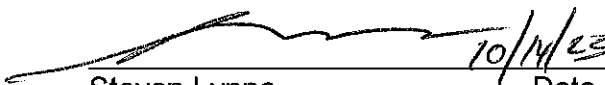
Lateral transfers will be applied in accordance with Personnel

Rule 308.7. Demotion

Salary changes related to demotion will be applied in accordance with Personnel Rules 308.3 and 308.4.

Prepared by: County Manager's Office

Approved by:

  
Steven Lynne  
County Manager

10/14/23  
Date

**Exhibit I**  
**County Manager Policy 1180 – Recruitment Policies and Procedures**  
**RFP NO: 25-02**  
**RFP Name: Affirmative Action Plans Preparation and Compliance Support**



***INCORPORATED COUNTY OF LOS ALAMOS***  
***ADMINISTRATIVE PROCEDURE GUIDELINE***

Index No. 1180

Revised: January 7, 2022  
Revised August 31, 2022

**RECRUITMENT POLICIES & PROCEDURES**

**I. Purpose**

The purpose of this guideline is to set out the policies and procedures pertaining to employment/promotional recruitment for the County.

**II. Policy**

It is the County's policy to maintain a qualified and diverse workforce through the recruitment and selection from a broad range of applicants. The selection of applicants is made in accordance with all applicable laws. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation or gender identity, disability or veteran status.

**III. Responsibilities**

The Human Resources Division is primarily responsible for the development and implementation of these policies and procedures.

**IV. Procedures**

The following procedures have been established to ensure a fair and consistent application of this policy:

**A. Hiring --**

1. The Hiring Department Director or designee reviews the need for the filing of approved vacancies and then submits a completed Personnel Requisition Form (found on the Los Alamos County Intranet site Jobs/HR forms/Recruitment tabs) to the Human Resources Division.

2. The Hiring Department Director or designee must submit interview questions and exercise/skills test (if applicable) at the time the Personnel Requisition is submitted for review and approval. Proposed interview questions do not have to follow the Standard Interview Questions List provided by the Human Resources Division but should be designed to assess the qualifications of applicants relating to the vacancy and are to be approved by the designated Human Resources representative.
- B. Review and Approval -- The Human Resources Division shall review the Personnel Requisition Form, and if additional approval is necessary, forward the requisition to the proper parties for approval.
- C. Creation of Job Announcement -- After the necessary approvals are obtained, the Human Resources Division shall create a Recruitment Announcement ("Posting") for review by the Hiring Department.
- D. Posting --
1. Upon final approval of the Job Announcement by the Hiring Department and by the Human Resources Division, the Recruitment Announcement ("Posting") will be posted for a minimum of ten (10) working days. It is recommended that management positions are posted for a longer period of time. The Job Announcement will then be distributed to all County Departments within two (2) working days.
  2. If requested to do so by the Hiring Department, the Human Resources Division will also distribute the Recruitment Announcement and recruitment ad to newspapers, employment agencies, websites and/or other organizations.
  3. All vacancies shall be listed on the Los Alamos County Job Line and the Los Alamos County Web Site.
- E. Applications --
1. Only applications in response to advertised vacancies will be accepted by Los Alamos County, with the following exceptions referred to as "*standing applicants*:" Fire Cadet, Police Officer, Police Corporal, Dispatcher, Laborer and Student. The standing applicant files are maintained for a period of six months from the date of receipt. It is the candidate's responsibility to request to continue to be considered if a recruitment has not taken place within six months of their application submittal. If a recruitment occurs, all current

applications in the appropriate standing file that are within six months of the posting date will be automatically included in the recruitment for consideration.

2. Applicants must submit a completed and signed application form no later than 5:00 p.m., on the advertised closing date. Faxed applications will be accepted prior to the closing date. All faxed applications must be replaced with original, signed applications by the time of interview, if selected to be interviewed. All applications shall be date-stamped upon receipt and recorded on the Applicant Log-in Register. Completed applications that are postmarked by the closing date and received in the Human Resources Division shall be considered.
3. Resumes shall not be accepted in lieu of an application but may be attached as supplemental information. Any resumes received via website shall be downloaded, and the applicant shall be notified of the need to submit an application. Note: Resumes are not utilized in the qualification process nor are they utilized in the determination of salary. The application must be received no later than 5:00 p.m. on the advertised closing date.

F. Qualification -- Upon the closing of a posted position, all applications shall be reviewed by a representative of the Human Resources Division to determine if the minimum qualifications have been met. The following steps shall be followed:

1. All applicants for any given position shall be evaluated against the same minimum qualification requirements and the Human Resources Division representative shall indicate whether or not the applicant is qualified as established by Personnel Rule 406;
2. The Human Resources Division representative shall notify the Hiring Department that qualified applicants are available for review; and
3. Ineligibility for employment shall be reviewed in accordance with Personnel Rule 409.

G. Interviews and Selection --

1. Arrangements shall be made by Human Resources for the Hiring Department to receive an interview packet. The packet will include the applications from the qualified applicants, the Interview Register, a Score Sheet Matrix, and a Reference Checklist Worksheet. The

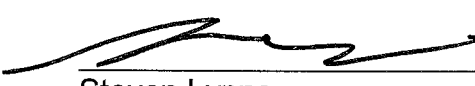
Los Alamos Fire Department uses a customized interview packet prepared by an outside vendor, which is reviewed by the Human Resources Division. Los Alamos County Police Department also uses a customized interview packet prepared by an outside vendor for promotions within the officer job family.

2. The Hiring Department shall review the applications and select applicants to be interviewed. If the Hiring Department chooses to schedule the interviews, they must notify Human Resources of their decision and provide a copy of the interview schedule to the assigned recruiter at least three days prior to the interviews. Or, at the Hiring Department's request, the Human Resources Division may schedule the interviews according to the specifications on the Interview Register. All qualified internal applicants shall be interviewed for the position. Consideration of the Affirmative Action Plan guidelines must be followed.
  - a. If a computerized skills test is required, the Hiring Department will inform the Human Resources Division which applicants they wish to interview. The Human Resources representative will then set up a time for the computerized skills test to be taken. Only those candidates who have successfully completed the computerized skills test (if required) may continue to be considered. Note: Applicants may take the computerized skills test one time per recruitment. Different testing timelines apply for internal promotions.
3. If Human Resources creates the interview schedule, the Hiring Department shall be furnished with the Interview Schedule, who will then forward the Schedule to all interview panel members selected to participate.
4. During the selection process, County employees shall be preferred over non-County employees with equivalent qualifications. (Personnel Rule 400)
5. The Hiring Department must conduct three reference checks on each potential candidate, using the Reference Checklist Worksheet. If the candidate is an internal or previous employee, one of the reference checks must be their immediate or past Los Alamos County supervisor. Further, if the candidate is an internal employee or previous employee, the Hiring Department shall review their

personnel file. (Personnel Rule 406.1 refers only to previous employee files).

6. Once a selection has been made, the Hiring Department Director or designee shall approve the application form in the appropriate space and return the entire interview packet to the Human Resources Division, including all Applications, Interview Register, interview notes, three Reference Checklist Worksheets per selected candidate, and the Score Sheet Matrix.
7. Upon approval of the selection by the Human Resources Manager, and the County Administrator or Utilities Manager, an offer of employment will be extended by the Human Resources Division. Upon request, the Hiring Department may extend the offer. However, they must use the offer letter prepared by the Human Resource Division as a template when extending the offer. All offers of employment must be extended both verbally and in writing, and must set out the conditions of employment. Any deviations from standard procedures, such as starting salaries that exceed the suggested rate of pay for Los Alamos County, must be approved by the County Administrator or County Council, as applicable. (Personnel Rules 307, 308.1)
8. All new employees shall begin working on the first Monday of a payroll cycle to coordinate with the New Employee Orientation Schedule. (Administrative Procedure Guideline No. 1110 New Hire Orientation Procedure)
9. Within five (5) days of acceptance of an offer of employment, all non-successful applicants shall be notified in writing by the Human Resources Division that the position has been filled.

Prepared by: Human Resources Division

  
Steven Lynne  
County Manager

8/31/22  
Date