

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 662-8127

Advertised: **September 3, 2024**

Closing Date: **September 24, 2024**

Mandatory Pre-Proposal Conference: **September 17, 2024**

Request for Proposals ("RFP")

RFP Number: 25-26

RFP Name: Electric Distribution System Electrification Study

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP25-26 Electric Distribution System Electrification Study.**

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 to confirm the Proposal was received.

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

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, September 24, 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, September 24, 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.

- o Road slopes downhill and curves to the right.

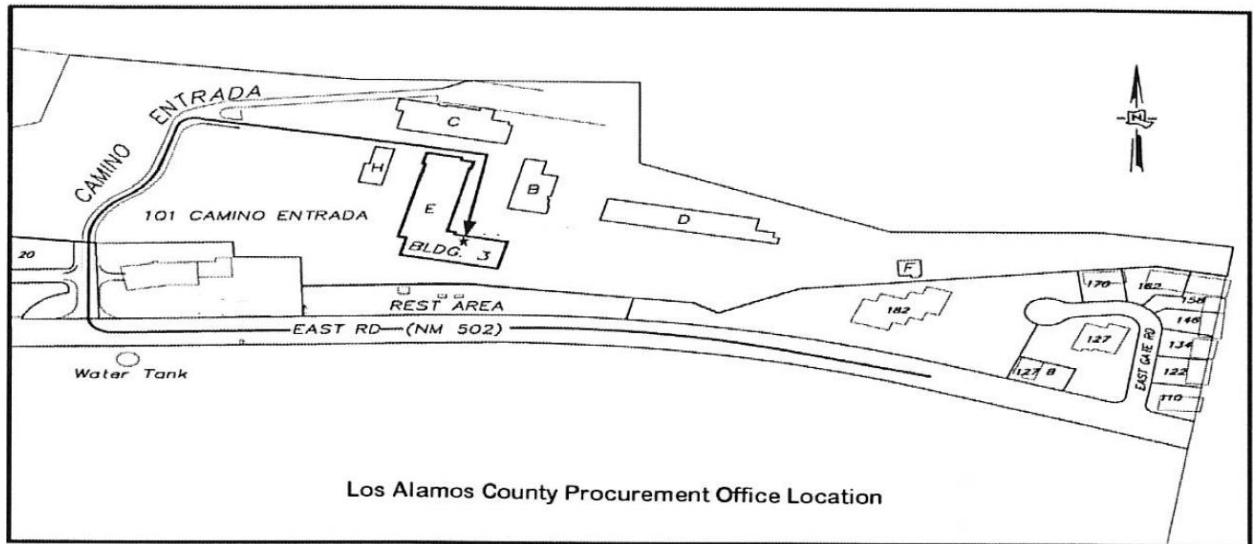


3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").

- o Follow the signs to Building 3, the L-shaped building in the center of the complex.

- If you pass the Holiday Inn Express and the Airport, you've gone too far.

- 4. Enter glass door marked "PROCUREMENT." See map below.



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. 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.
11. 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.
12. **A Mandatory Pre-Proposal meeting will be held on September 17, 2024, at 11:00 am Mountain Time. Please email kat.brophy@lacnm.us for a copy of the meeting link.**

CONTACT INFORMATION

1. For project-specific information, contact [Stephen Marez](#), at stephen.marez@lacnm.us; (505) 780-0481
2. For procurement process information, contact [Kat Brophy](#), Management Analyst at kat.brophy@lacnm.us; (505) 662-8127.
3. Written questions submitted via e-mail should be sent to [Kat Brophy](#) and copied to [Stephen Marez](#).
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.

<https://lacnm.com/bids>

NEED STATEMENT

The Los Alamos County Department of Public Utilities is seeking electrical engineering services to conduct a power study, assess the electrical distribution system's current condition and define projects and funding sources required to maintain system resilience to meet the increased demands on the Los Alamos County Utilities electrical system due to electrification and growth.

BACKGROUND

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

The townsite's electricity is supplied by two feeders (tie circuits) from the Los Alamos National Laboratory (LANL) Substation (or TA-3 Substation) that crosses the Los Alamos Canyon in an underground duct bank. The LANL electric distribution department maintains the duct bank, which then connects to a county-owned switchgear (or LAC Substation) in the townsite located at 1925 Trinity Drive. The switchgear operates at a voltage of 13.2 KV and is the control center for the entire townsite electric supply. Exhibit A, illustrates an overview of the Los Alamos Townsite Electric Distribution System with the source of power originating at the LANL Substation, connecting to the county-owned switchgear and the five circuits that feed the area: Circuits 13 through 18. There are other supply lines that are utilized to supply power to outlying areas. The east gate industrial park is fed power via circuit EA-4, which also originates at the LANL substation. Los Alamos Medical Center, the hospital that serves Los Alamos, has an auto transfer switchgear of its own. This switchgear connects to a tie circuit from the LANL Substation (S6) and will automatically transfer to an alternate circuit on the LAC electric system (circuit 13) in the event that the S6 LANL line fails. The future circuit layout includes circuits soon to be installed from the new Los Alamos Switch Station (LASS). The circuits will provide for load splits on circuits 13,15 and 16. This will improve reliability and add redundancy to the townsite power supply.

The electric supply for White Rock is provided by a single substation and operates at a voltage of 12.47 KV. This substation is supplied by the 115 KV PNM Norton transmission line entering White Rock from the east. Currently White Rock is being served by one of two transformers. Exhibit B illustrates an overview of the White Rock EDS with the White Rock Substation and the three circuits that serve White Rock (WR1, WR2 and WR3). The Utility replaced the Unit 1 Switch Station in 2019. The project also included the installation of an additional breaker on unit 1 station. The addition of the new circuit WR3 Upon completion the project will increase system capacity and reliability to White Rock and support the development of Tract A-19 properties on the north side of State Road 4.

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

SCOPE OF SERVICES

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

- 1) **Generally.** Contractor will provide services to collect and assess Los Alamos County current electrical system data and conduct a power Electrification Study to provide information on the Electrical Distribution system's current condition. Contractor will define projects and funding sources required to maintain system resilience to meet the increased demands on the Los Alamos County Utilities electrical system due to electrification and growth.
- 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 Utilities Department staff ("Project Team"), as determined by the Deputy Utility Manager for Electric Distribution 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 Code Sections identified below and related plans, studies, and information, which include, but are not limited to the following:
 - i) Utility Rules and Regulations at https://library.municode.com/nm/los_amos_county/codes/code_of_ordinances?nodeId=PTIIC_OOR_CH40UT
 - ii) Utility Construction Standards: <https://losalamosnm.egnyte.com/fl/nViBAuIAID>.
 - iii) LAC Preliminary Climate Action Plan at <https://www.losalamosnm.us/Initiatives/Sustainability-and-Conservation-Initiatives/Greenhouse-Gas-Emissions-Inventory-and-Climate-Action-Plan>
 - b) Upon award, the successful offeror will be provided with the following information via secure link:
 - i) Utility Board Recommendations
 - ii) Electric Distribution Condition Assessment
 - iii) System Maps
 - iv) Utility Customer information: PV connected customers, Consumption Data
 - v) PV interconnection Agreement
 - c) 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 Management.** Contractor shall perform the following project management duties.
 - a) Project Documentation and Meeting Materials. Contractor shall:
 - i) Produce agendas, meeting materials, and provide notes for all calls and meetings, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes shall be prepared in typed form and furnished electronically to the Project Manager within five (5) business days after the date of the meeting, throughout the term of the Agreement.

- (1) In coordination with County Project Team, identify and collect the required data that shall be necessary to complete the Electrification Study. This includes information identified above to be released upon award as well as any additional data needed.
 - b) Project Reports. Contractor shall:
 - i) 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.
 - c) Site visits

Contractor shall coordinate with County staff acceptable times and dates to come on-site to do multiple visual inspections, as identified in the Project Schedule, of the community within ten (10) business days of the Kickoff Meeting, and prior to beginning the Electrification Study, in order to gather information and evaluate critical and sensitive areas.
- 4) **Comprehensive Electrification Power Study.** Contractor shall provide a single comprehensive Los Alamos County Electrification Power Study to include the following:
- a) Demographics: Who are the customers in the County and how much energy do they consume now?
 - b) Projections on how many customers will switch to all electric homes and what is the expected demand?
 - c) Projections on how many customers will install Solar Systems and what is the expected production level?
 - d) Projections on how many customers will purchase electric vehicles and what is the expected impact on the system?
 - e) Projections on how soon Los Alamos County work vehicle fleet will convert to electric vehicles and what is the expected impact on the system?
 - f) Projections on how many customers will install home backup battery systems?
 - g) Age and condition of infrastructure in all areas and anticipated need for replacements and any necessary upgrades?
 - h) Critical Loads – Address the infrastructure connected to critical loads. Prioritize replacements and upgrades.
 - i) Assessment of areas with a high incident of fault and what are their priorities?
 - j) Assessment and identification of threats to the Electric Distribution system?
 - k) Assessment and identification of the risks to the Electric Distribution system?
 - l) Assessment and identification of the vulnerabilities to the Electric Distribution System?
 - m) Assessment of the redundancies in the Electric Distribution system?
 - n) Identification and definition of technological modernization improvements needed to control the system.
 - o) Assessment of system models and maps for both Los Alamos townsite and White Rock. Identify whether system models and maps accurate and sufficient? Make recommendations for improvements.
 - p) Assessment of current and future supply markets.
 - q) Projections on future supply chain conditions to include cost and electric demand.
 - r) Assessment of current and future staffing needs based on recommended changes to Electric Distribution system.
 - s) Review the County Climate Action Plan, and Transit's fleet electric conversion plan.
 - t) Identify Time and Cost and Barriers to Electric Distribution system upgrades or replacement.
 - u) Review existing DPU electric Rules and Regulations for any required updates that are identified in your proposed plan.
 - v) Assess the value or cost benefit of undergrounding versus maintaining overhead lines.
 - w) Identify possible funding sources for large scale projects.
 - x) Define transmission level power requirements for Los Alamos County 30 year plan.
 - y) Define Battery Energy Storage (BESS) locations and power requirements for future LAC needs.
 - z) Incorporate Distributed Generation (DG) / Distributed Energy Resources (DER) defined limits on circuits and improvements required to accept more DG/DER on distribution system
 - aa) Define possible areas in which microgrid systems can be installed within County. Include data in 30-year report.

- bb) Identify needed distribution upgrades or smart grid technologies such as Fault Location, Isolation, and Service Restoration (FLISR), Volt/VAR Optimization (VVO), and Advance Distribution Management Systems (ADMS)
- cc) Define resiliency measures that can be taken in the short term and long term.
The National Renewable Energy Laboratory defines reliance as "A system's ability to anticipate, prepare for, and adapt to changing conditions and withstand, respond to, and recover rapidly from disruptions through sustainable, adaptable, and holistic planning and technical solutions".

5) Deliverables:

- a. Successful Offeror will be expected to attend up to 10 Meetings with County's designated Department of Public Utilities ("DPU") Project Team the first of which will be a Kickoff meeting. Successful Offeror will be required to, within ten (10) business days from Agreement execution, schedule a kick-off meeting with County's designated Department of Public Utilities ("DPU") Project Team at a date, time, and format to be mutually agreed upon by both Parties. As part of the kick-off meeting, the Parties shall, at a minimum:
 - (1) Establish a mutually agreed upon Project Schedule to accomplish key tasks defined herein and durations by which each task is completed, with all tasks to be completed no later than twelve months from Agreement execution.
 - (2) Establish communication protocols, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format as mutually agreed upon by the Parties.
 - (3) Document the format and data transfer methods between Offeror and Project Team as identified by County
- b. Successful Offeror will be required to conduct two (2) public meetings in Los Alamos and White Rock at times and dates as established in the Project Schedule mutually agreed upon at the kickoff meeting to gather information on public interest.
- c. Successful Offeror will be required to provide information to the public on the process, average costs and responsibilities to convert a home to all electric at times and dates as established in the Project Schedule.
- d. Successful Offeror will be required to conduct presentations on process and findings to the LAC Board of Public Utilities and County Council in a minimum of 5 separate meetings as mutually agreed upon in Project Schedule established in kickoff meeting.
- e. Successful Offeror will be required to submit a 30-year Electric Distribution System Master Plan including Projects and Objectives to include future transmission source needs.
- f. Successful Offeror will be required to submit an accelerated 15-year project plan.
- g. Successful Offeror will be required to provide a report on possible funding sources for projects based on determination listed above.
- h. Successful Offeror will be required to provide a report on the transmission level power requirements and Battery Energy Storage (BESS) for future County needs.
- i. Successful Offeror will be required to provide a report to define current and future staffing requirements.
- j. Successful Offeror will be required to provide a report identifying all updates to existing Los Alamos County Department of Public Utilities Rules and Regulations required as a result of the Electric Distribution system proposed Master Plan.
- k. Successful Offeror will be required to provide a report addressing conditions identified in the County Climate Action Plan report and impacts to the Electric Distribution System Master Plan action items resulting from the Climate Action Report.
- l. Successful Offeror will be required to provide a report addressing conditions identified in the County Transit fleet electric conversion plan and any impacts to the action items resulting from Transit's fleet electric conversion plan.

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 D 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 E. 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 F. 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.

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	September 3, 2024
Mandatory Pre-Proposal Conference	September 17, 2024
Date Proposals are Due	September 24, 2024
Proposal Review and Analysis	September 25 – October 9
Board of Public Utilities Approval	October 23, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	November 12, 2024

PROPOSAL FORMAT

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

Proposals shall include, but need not be limited to, the following eight (8) components as identified below. For uniformity in the proposal review process, please sequence your proposal as shown below. Information provided for this, and the following sections may be used in the contract between the successful Offeror and the County.

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

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

 - a. Provide a detailed project plan which includes each item listed under Scope of Services section.
 - b. Describe any additional products or services recommended to increase value of the project.
4. Project Timeline
 - a. Describe major steps and milestones of project from start to completion.
 - b. 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 G or Offerors own similarly formatted document, propose costs for all services, defined clearly in individual line items. Describe costs for reimbursable expenses, if any. If travel costs are proposed as direct reimbursable costs. Offerors should note the County’s travel guidelines provided in Exhibit G and note any deviations or exceptions proposed by Offeror.
 - b. If applicable, describe costs on-site meetings. Pricing should be based on a per meeting basis.
- 7) Appendices (Forms, Resumes, etc.).
- 8) Valid Licenses, Permits, Trainings and Certificates

DOCUMENTS TO SUBMIT WITH PROPOSAL

- 1. Any deviations to Exhibit C: Sample Services Agreement, identified in track changes.
- 2. Exhibit D: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
- 3. Exhibit E: Campaign Contribution Disclosure Form
- 4. Exhibit F: Verification of Authorized Offeror
- 5. Valid Licenses, Permits, Trainings and Certificates
- 6. Exhibit G: Cost Proposal

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

	Criteria	Weighted Points
1	Project Team Experience	40
2	Ability to Perform Scope of Services	20
3	Project Timeline	10
4	References	10
5	Cost	20
	Total Score	100

Exhibit A
RFP NO: 25-26
Overview of the Los Alamos Townsite Electric Distribution System
RFP Name: Electric Distribution System Electrification Study



The County of Los Alamos is an Equal Opportunity Employer

Exhibit B
RFP NO: 25-26
Overview of the White Rock Electric Distribution System
RFP Name: Electric Distribution System Electrification Study

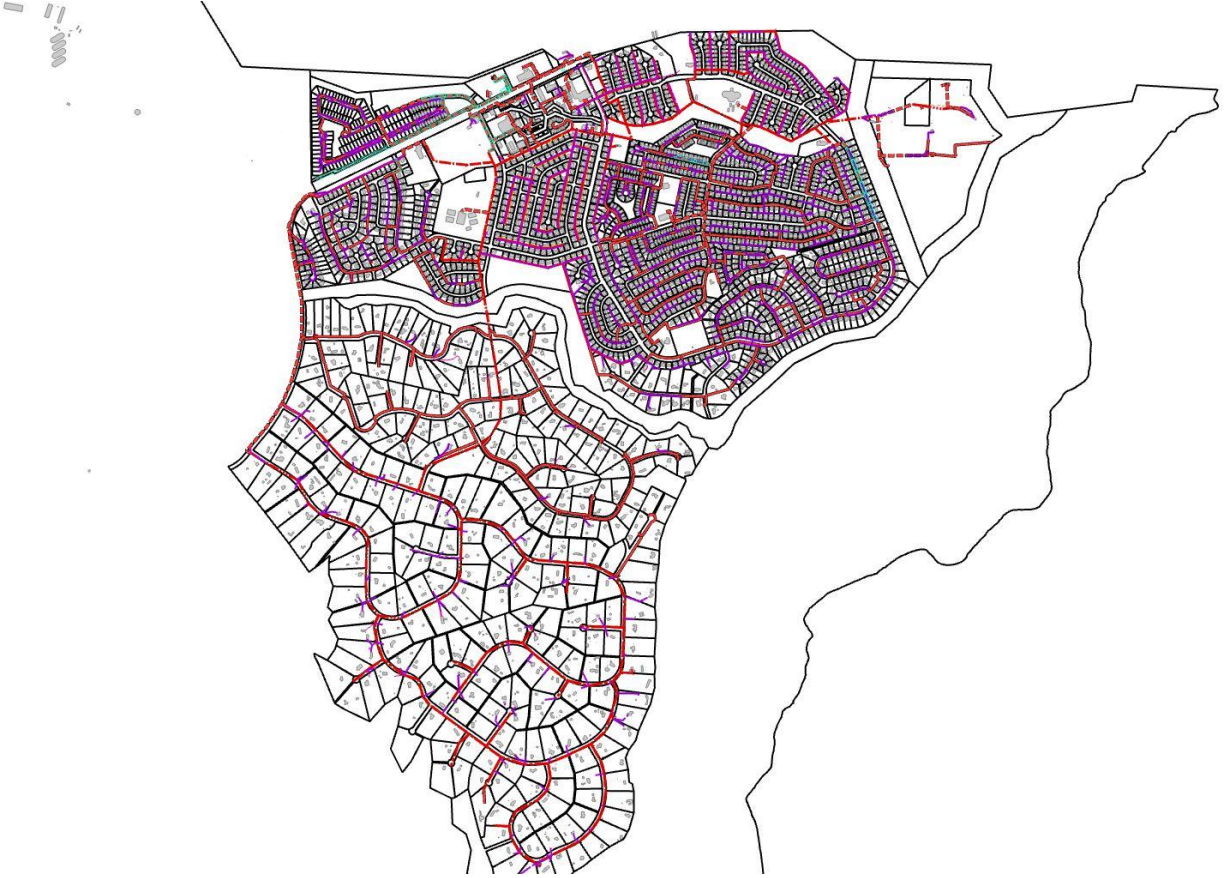


Exhibit C
SAMPLE SERVICES AGREEMENT
RFP NO: 25-26
RFP Name: Electric Distribution System Electrification Study

AGR25-26



**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 Utilities Manager** may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

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

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

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

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

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

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

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

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

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

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

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

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

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

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

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

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

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

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

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

SECTION U. TERMINATION:

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

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

County:

Project Manager

Incorporated County of Los Alamos

Address

Los Alamos, New Mexico 87544

E-mail:

Contractor:

Title

Company

Address

With a copy to:

County Attorney's Office

1000 Central Avenue, Suite 340

Los Alamos, New Mexico 87544

E-mail:

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

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

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

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

OR

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

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

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

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

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
PHILO S. SHELTON, III, PE
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A **CORPORATION**

BY: _____ **DATE**

NAME: _____

TITLE: _____

Exhibit D

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

RFP NO: 25-26

RFP Name: Electric Distribution System Electrification Study

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 E
Campaign Contribution Disclosure Form
RFP NO: 25-26
RFP Name: Electric Distribution System Electrification Study

This document should be returned with RFP submittal.

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

Signature

Date

Title (position)

Exhibit F
VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 25-26
RFP Name: Electric Distribution System Electrification Study

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 G
COST SUMMARY SHEET
RFP NO: 25-26

RFP Name: Electric Distribution System Electrification Study

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

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

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

***Travel Guidelines**

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

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

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