

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 709-5503

Advertised: May 1, 2025

Closing Date: May 22, 2025

Non-Mandatory Virtual Pre-Proposal Conference: May 8, 2025, 10:00 a.m. Mountain Time

Request for Proposals ("RFP")

RFP Number: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

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: labid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP25-58 Commercial Appliance Maintenance, Repair, Installation, and Replacement Services.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Procurement Contract Manager, jaime.kephart@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 labid@lacnm.us email box prior to **2:00 p.m. Mountain Time, May 22, 2025**, will be reviewed.

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

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, 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, May 22, 2025**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.

- Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.



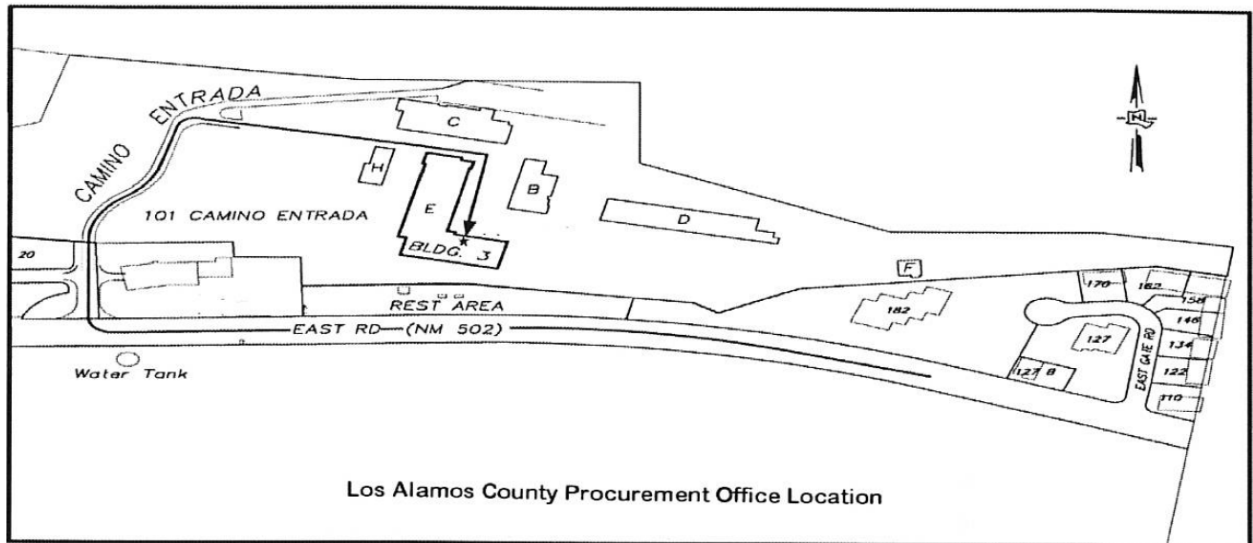
3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").

RFP No. 25-58

Issued by Procurement Division: J.Kephart

- 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. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. 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.

13. 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.
14. 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.
15. **A non-mandatory virtual Pre-Proposal Meeting will be held on May 8, 2025, at 10:00 a.m. Mountain Time via MS Teams. The meeting can be accessed at this link:**

<https://tinyurl.com/rfp2558>

Meeting ID: 286 713 672 445 3

Passcode: SV3Ke2Vr

CONTACT INFORMATION

For procurement documents and process, project-specific information, or to submit written questions, contact the following and include all contacts listed on all correspondence sent via email:

- Jaime Kephart, Procurement Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503.
- Jim Zerr, Facilities Manager and Project Manager, at jm.zerr@lacnm.us.

As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at <https://lacnm.com/bids>.

NEED STATEMENT

The Incorporated County of Los Alamos ("County") is seeking proposals from qualified and experienced companies to perform ongoing commercial appliance preventative maintenance, repair, installation, and replacement services, and provide on-call repair, installation, and replacement services.

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.

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

SCOPE OF SERVICES (or WORK)

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

1. Generally.

- a. Contractor will provide commercial appliance preventative maintenance, repair, installation, and replacement services for the County's small and commercial appliances located at County-owned and operated facilities ("Appliances"), including but not limited to those Appliances described in County's Appliance Inventory, provided as Exhibit A to this RFP ("Services"), Exhibit A may be amended from time to time throughout the term of an Agreement, at County's sole discretion, to add or remove Appliances. Services will include, but not be limited to those

detailed herein; will be provided using, at a minimum, the approaches, and methodologies proposed in Contractor's RFP response; and will be charged by Contractor, throughout the term of an Agreement, at the rates proposed in Contractor's RFP response and agreed to by County.

- b. Contractor will provide trained, qualified, and experienced personnel, plus all necessary skilled labor, tools, equipment, materials, supplies, insurance, and permits to safely perform Services in accordance with all applicable laws, industry best practices, and standards. Contractor will have up-to-date knowledge of, and will comply with all federal, state and local laws, rules, regulations, ordinances, and procedures applicable to the maintenance, repair, installation, replacement and disposal of the Appliances and their components. Such laws, rules, regulations, ordinances, and procedures include, but are not limited to those of the County, the United States Environmental Protection Agency, the New Mexico Environmental Department, the United States Department of Transportation, and the New Mexico Department of Transportation.
 - c. Prior to performing any Services, Contractor will coordinate with the County's Project Manager to gain access to the facilities where Contractor is to perform Services. Contractor will be professional, courteous, and respectful to County employees and citizens at all times and will notify County's Project Manager or designee immediately if a County employee or citizen complaint arises during the performance of any work under an Agreement.
 - d. All documentation created by Contractor for Services in the performance of an Agreement will be made available to the County in its original electronic format and in PDF format.
 - e. Contractor will designate one individual as a primary point-of-contact and will notify the Project Manager or designee in writing of any changes to the County's point-of-contact throughout the term of an Agreement.
 - f. Unless otherwise stated herein, or otherwise mutually agreed upon, Contractor will generally perform Services during County's Normal Business Hours. County's "Normal Business Hours" referenced herein are defined as 8:00 a.m. – 5:00 p.m. Mountain Time, Monday through Friday. County administrative offices are closed on the holidays listed below. If the holiday falls on a Saturday, offices are closed Friday in observance of the holiday. If the holiday falls on a Sunday, offices are closed on Monday in observance of the holiday. County reserves the right to modify Normal Business Hours and holiday observances at anytime throughout the term of an Agreement.
 - i. New Year's Day
 - ii. Martin Luther King Day
 - iii. Presidents Day
 - iv. Memorial Day
 - v. Juneteenth
 - vi. 4th of July
 - vii. Labor Day
 - viii. Indigenous People's Day
 - ix. Veterans Day
 - x. Thursday - Thanksgiving Day
 - xi. Friday after Thanksgiving
 - xii. Christmas Day
2. **Documentation of Certified and/or Licensed Staff.** All work will be performed properly by certified or licensed staff, as appropriate depending on the type of certification or license required to perform Services on any type of Appliance described in Exhibit F. This may include but is not limited to Environmental Protection Agency ("EPA") Section 608 Technician Certification Requirements and any New Mexico Construction Industries ("CID") License Classification that may apply to performance of Services. Upon execution of an agreement, Contractor will provide a list of all staff and copies of their applicable certifications and/or licenses and will provide updated lists within ten (10) calendar days if there is a change to staff. It is expected that Offerors know and maintain all required licenses, certifications, or other credentials required to perform Services in the State of New Mexico throughout the term of an agreement.
3. **Parts, Materials, and Supplies.** Contractor will maintain an internal Parts department with reasonable stock levels, or direct access to a full-scale, high-volume, locally-located parts distribution center for

appropriate parts relative to this Scope of Services. County may consider alternatives proposed to meet this need.

4. **Routine and Preventative Appliance, Inspection, Maintenance, Repair, Installation, and Replacement Services ("Routine Services").**

- a. Contractor will, throughout the term of an Agreement, perform Routine Services as requested by County. Routine Services may include but are not limited to in-place inspection and repair or replacement of all major and minor components, parts, fluids, and locks, necessary to ensure the ongoing safe and efficient operation of the Appliances.
- b. Contractor will coordinate with County's Project Manager prior to scheduling any maintenance or repairs that need to be performed.
- c. For repairs needed, Contractor will provide a report to the County Project Manager, within forty-eight (48) hours, of any items discovered during routine inspections, maintenance, or service calls, needing repair. Reports will include, at a minimum, the following information:
 - i. repair needed,
 - ii. facility impacted,
 - iii. estimated amount of time to provide the repair,
 - iv. cost of the repair, which will be charged at agreed-upon rates as proposed in the RFP response, and
 - v. parts and supplies required and their estimated cost, which will be paid at invoice cost from the vendor/supplier with applicable proposed hourly rates for administrative/invoice processing costs.
- d. Contractor will, upon County approval, and in a timeframe agreed upon by both parties, perform maintenance to repair, replace, and/or install items reported to County.

5. **Service Calls and Repairs.** Contractor will provide specialized on-call Services and troubleshooting during the term of an Agreement as follows:

- a. Non-critical service calls, as determined by the County Project Manager, are to be responded to by a qualified technician. Any repairs are to be completed within two (2) weeks from receipt of a service call, and pending the delivery of parts.
- b. Urgent or critical service calls, as determined by the County Project Manager, are to be responded to by a qualified technician within four (4) hours of receipt of service call and must be completed by the next working day, pending delivery of parts. Parts will be available on site within seventy-two (72) hours. Any exception to this requirement must be documented in writing by the Contractor and approved by the County's Project Manager. Contractor must provide the expected part availability date and project repair completion date for approval by the County's Project Manager.
- c. Contractor will provide written certification that repairs are complete, to include
 - i. Suspected cause(s) of the malfunction(s), and actions taken to prevent reoccurrence.
 - ii. A list of parts used to make the repair.
 - iii. Hours required making the repair.
- d. Cost of parts are to be determined at the time repairs are identified. Nothing herein requires that County purchase the parts provided by Contractor and the County may, at its own election, choose to provide Contractor with County purchased parts necessary, or equivalent, to perform the repairs. Materials, parts, and County approved leased or rented equipment, will be itemized on Contractor's invoice, billed at actual cost with a copy of the invoice from Contractor's supplier, with any proposed administrative invoice processing fee.
- e. If any work is to be sub-contracted, selected contractor will provide subcontractor names and certifications.
- f. County provides no guarantee for frequency or volume of Service calls and repairs to be provided for any given time period throughout the term of an agreement.

6. **Disposal of Appliances and Waste Material.** Contractor will ensure that any waste appliances or materials generated in performance of Services under an Agreement will be properly and safely recycled or disposed of by Contractor in accordance with any and all applicable laws, rules, regulations and ordinances for the handling, transportation, storage, and disposal of said materials.

- a. Contractor will properly dispose of waste appliances upon County request for appliance disposal, in coordination with the County Project Manager and subject to the written approval of the Chief Purchasing Officer or the County Property Disposal Committee, whichever is applicable, and in accordance with the County Manager Policy for Disposal of Tangible

Property #0942 ("Property Disposal Policy"). The Property Disposal Policy, which may be modified from time to time at County's sole discretion, is attached hereto as Exhibit G.

- b. Contractor will remove all refrigerants from applicable Appliances prior to disposal, including but not limited to refrigerators and freezers. Such refrigerants will be managed by Contractor as required under Section 608 of the Clean Air Act, and any other applicable laws, rules and regulations.

7. Request for Quotes Process

- a. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each written Request for Quote(s) shall identify the work and Services to be performed and a requested timeline for mobilization and a timeline for completion. A written Request for a Quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the Services to be performed.
- b. Upon the County's issuance of a written Request for Quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed, timeline for mobilization, time necessary to complete the requested Services, and the line-item description of the Services to be performed. Costs shall conform to the rates described in Exhibit A, as a fixed price. Contractor is authorized to begin work only upon receipt of written notice of approval from the Project Manager, which may be provided via e-mail, and shall only perform Services in areas identified and approved by the Project Manager.
- c. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the approved Quote, the Project Manager may alter, change, modify, or cancel the Request for Quote before the work commences. The approved Quote shall be adjusted only upon the written agreement of the County after finding that a change is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the requested Services in the first instance shall not be a justification for modifying the approved Quote. Modifications to the maximum amount for the approved Quote shall be agreed upon by County prior to the Contractor continuing the performance of Services.
- d. Contractor must take any and all actions to timely complete the work agreed to in the approved Quote, including but not limited to subcontracting the work and renting equipment. Costs for any subcontractors or equipment rentals are the responsibility of the Contractor.
- e. This Agreement does not provide Contractor with a guarantee that County will approve Contractor's Quotes. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a Request for Quote is not a guarantee of work to Contractor. County at its sole discretion, shall determine when Contractor's Services are required and shall issue written Requests for Quotes as needed.

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	May 1, 2025
Non-Mandatory Pre-Proposal Conference	May 8, 2025
Date Proposals are Due	May 22, 2025
Proposal Review and Selection	May 22 – June 12, 2025
Contract Drafting and Legal Review	June 12 – July 18, 2025

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit A. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County, as a governmental entity is subject to certain laws and prohibitions and may, but is not required to, negotiate changes in contract terms and provisions, but will not agree to language that is in violation of the law. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B, and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit C. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico prior to County's obligation to pay for the Services.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

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

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

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

1. **Introduction and Statement of Qualifications.** Provide a brief one (1)-page introductory cover letter.
2. **References.** List a minimum of three (3) references. References shall include:
 - a. Include address
 - b. Phone numbers, and;
 - c. Email addresses
3. **Experience.** Describe Offeror's prior experience performing similar work on commercial appliances and state qualifications of Offeror's supervisor and crew members who might be assigned to provide services on commercial appliances. List all applicable licenses and certifications for each individual, particularly those related to commercial appliances. Describe training and ability to perform the required Services on commercial appliances.
4. **Proof of Valid Licenses, Permits, Trainings and Certifications.** Describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates to carry out the Services required in the State of New Mexico,
5. **Description of Services and Ability to Meet Scope of Services.** For each item under Scope of Services in this RFP, and using the section headers from the Scope of Services:
 - a. Summarize, in narrative form, Offeror's understanding of the requested Services, and describe Offerors process, planning methodology, approach and ability to fulfill the Scope of Services and

identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services described;

- b. Identify and describe any known constraints in fulfilling the Scope of Services as described;
 - c. Describe responsibilities of Contractor versus County for each item under Scope of Services;
 - d. Identify any deliverables.
 - e. Provide detailed information for any optional services not otherwise described in the Scope of Services, defined clearly as individual items, and provide a narrative to describe the optional services.
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.**” Using Exhibit E, Cost Summary or Offeror’s own similar form, provide the cost proposed for each potential year of the agreement (up to seven years). Offeror may propose a price increase percentage or some other price increase mechanism. The mechanism may be based on a Consumer Price Index (CPI), published by the Bureau of Labor Statistics, or other price index available to the public. Include the following in the cost proposal:
- a. Costs for all services, defined clearly in individual line items, and any optional services Offeror may provide that may not be otherwise identified in the requested Scope of Services of the RFP.
 - b. Describe rates by cost category to perform services during normal business hours.
 - c. Describe rates by cost category to perform services outside normal business hours, which may include evenings, weekends, and holidays.
 - d. List the cost of optional services as individual separate line items to facilitate the evaluation of these optional services.
 - e. Add a narrative to describe cost categories and how costs are calculated if such details would assist in the consideration of the cost proposal.
7. **Warranty.** Describe Offeror’s warranty for labor and repairs performed.
8. **Submission of County’s Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.** Offeror should note on Exhibit A any deviations or exceptions with the County’s standard terms or acknowledge that Offeror has no deviations or exceptions. *(Please also see “Award of Solicitation” above.)*

DOCUMENTS TO SUBMIT WITH PROPOSAL. Should include, but may not be limited to the following:

1. Exhibit A: Sample Services Agreement with any deviations or exceptions identified in track-changes or acknowledgement of no deviations or exceptions.
2. Exhibit B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
3. Exhibit C: Campaign Contribution Disclosure Form
4. Exhibit D: Verification of Authorized Offeror
5. Exhibit E: Cost Summary Sheet or Offeror’s own cost summary document
6. Copies of all applicable and valid licenses, permits, bonds, registrations, and/or certificates Offeror possesses to carry out the Services required in the State of New Mexico.

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

	Criteria	Weighted Points
1	Statement of Qualifications; 3 References	15
2	Offeror's Prior Experience with Similar Work on Commercial Appliances, Experience of Supervisor and Crew Working on Commercial Appliances	25
3	Proof of Valid Licenses, Permits, Training and Certifications-	10
4	Description of Services and Ability to Meet Scope of Services	20
5	Offeror's Ability to Respond to Emergencies	10
6	Cost – Completed Pricing Proposal –Pricing for Services for up to seven (7) Years	20
	Total Score	100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C. COMPENSATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION U. TERMINATION:

1. **Generally.** The [\[County Manager/County Utilities Manager\]](#) may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such

termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.

2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

County:

Project Manager

Incorporated County of Los Alamos
Address

Los Alamos, New Mexico 87544

E-mail:

Contractor:

Title

Company
Address

With a copy to:

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

E-mail:

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

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

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

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

OR

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

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

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

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

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

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

By: _____

DATE

NAME: _____

TITLE: _____

SAMPLE SERVICES AGREEMENT AGRXX-XXX
Exhibit X
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
Name:		
Title:		
Address:		
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit B

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

RFP NO: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
 - (b) have, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property; and
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
 - (e) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
 - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
Campaign Contribution Disclosure Form
RFP NO:25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

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; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryt.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

Signature

Date

Title (position)

Exhibit D
VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

This document should be returned with RFP submittal.

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

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

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

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

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

(c) *Preference factor.*

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

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

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

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

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

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

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

Are you requesting Preference?

☐ YES

☐ NO

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

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

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

Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

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

Contract Manager Printed Name, Title and Email Address

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

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

Exhibit E
COST SUMMARY SHEET
RFP NO: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

This attachment or Offeror's own similar document shall be returned with the RFP submittal.

Offeror (Company Name): _____

Offerors may add or remove cost categories as needed to accurately describe costs, provided all costs and fees to perform all Services are included in Offeror's cost proposal. Offerors may add more lines if more space is needed.

If planning to utilize subcontractors, please name the subcontractors. If subcontractor costs will differ from those of Offeror, add additional lines to include additional subcontractor cost categories and rates.

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.**"

COST CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Hourly Rates – Normal Business Hours Describe hourly rates by classification for Normal Business Hours.							
Hourly Rates – Outside Normal Business Hours Describe hourly rates by classification for evenings, weekends, and holidays.							
Hourly Rates – Urgent or Critical Response During Normal Business Hours If different than the hourly rates described above, describe hourly rates by classification for urgent or critical response during normal business hours.							
Hourly Rates – Urgent or Critical Response Outside Normal Business Hours If different than the hourly rates described above, describe hourly							

rates by classification for urgent or critical response outside normal business hours.							
Disposal of Appliances and Waste Materials If disposal of appliances and waste materials are not already included in the hourly rates proposed, describe any additional fees to dispose of all waste materials, including refrigerant and large appliances, as further described in Section 8 of the Scope of Services.							
Administrative or Invoice Processing Fees Describe any additional administrative or invoice processing fees.							
Travel Describe any travel fees not already included in the Hourly Rates proposed. If Offeror's travel costs are proposed as a direct reimbursable costs, the Travel Guidelines* below will apply.							
Parts, Materials, and Supplies - Inventory If not already included in the hourly rates proposed, describe how County would be charged for parts, materials, and supplies from Offeror's inventory, as described in Section 3 of the Scope of Services	Example: Parts, materials, and supplies from Offeror's inventory will be billed directly to County at current (time of use) wholesale replacement cost.						
Parts, Materials, and Supplies – Non-Inventory	Parts, materials, and supplies purchased by Contractor while providing Services under an Agreement, that are not maintained in Contractor's inventory and used for said Services, may be billed to County at actual cost with a copy of the invoice from Contractor's supplier.						
Other Fees Describe any other cost categories and fees not already stated.							

***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 or a minimum of \$0.45 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
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit F
Appliance Inventory
RFP NO: 25-58

RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services

Contractor will, upon award of an agreement, conduct and complete a piece-by-piece initial onsite Appliance inventory and condition assessment of County's Appliances, using Exhibit F as a starting point. County reserves the right to add or remove appliances from Exhibit F. Any Services needed for additional Appliances would be priced at the rates proposed by Offeror for similar Appliances.

Building	Qty.	Type
Golf Course		
	2	Prep Table
	2	Bar Cooler
	2	Fryers
	1	Grill Drawers
	1	Walk-in-Cooler
	1	Walk-in-Freezer
	1	Glycol Chiller for Beer Lines
	1	Walk-in-Cooler Beer
	1	Top Oven
	1	Bottom Oven
	1	Griddle
	1	Grill
	1	Deck Oven
	1	Stove Burners
	1	Salamander
	2	Ice machine
	1	Mixer
White Rock Senior Center		
	1	Ice Machine
	1	Mixer
	1	Slow Cooker
	1	Stack Frig.
	1	Server Line Warmer
	1	Steamer
	1	Convection Oven
	1	Dishwasher
	1	Fryer
	1	Grill

Building	Qty.	Type
	1	Stove
	1	Walk-in-Freezer
	1	Walk-in-Cooler
	2	Freezer
Betty Ehart Senior Center		
	1	Ice Machine
	1	Mixer
	1	Slow Cooker
	1	Server Line Warmer
	1	Steamer
	1	Convection Oven
	1	Dishwasher
	1	Fryer
	1	Grill
	1	Stove
	1	Walk-in-Freezer
	1	Walk-in-Cooler
Ice Rink		
	1	Frig
	1	Freezer
	1	Coffee Maker
Justice Center		
	2	Frig
	2	Freezer
	1	Convection Oven
Fire Station 2		
	1	Stove / Range
Fire Station 3		
	1	Stove / Range
	2	Dishwasher
Fire Station 4		
	1	Stove / Range
	1	Dishwasher
Fire Station 6		
	1	Stove / Range
	1	Dishwasher
PCS-1		
	1	Ice Machine
PCS-2		

Building	Qty.	Type
	1	Ice Machine
PCS-4		
	1	Ice Machine
PCS-5		
	1	Ice Machine
Community Building Teen Center		
	1	Freezer
Muni Building 3rd Floor Breakroom		
	1	Ice Machine
Bayo Wastewater Treatment Plant		
	1	Ice Machine
White Rock Wastewater Treatment Plant		
	1	Ice Machine

Exhibit G
Policy for Disposal of Tangible Property - No. 0942
RFP NO: 25-58
RFP Name: Commercial Appliance Maintenance, Repair, Installation, and Replacement Services
(Coversheet)

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INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE

Index No. 0942

Effective Date: June 15, 2009

POLICY FOR DISPOSAL OF TANGIBLE PROPERTY

I. Purpose

This policy establishes the process to be used for the administrative review and disposal of tangible property owned by the County of Los Alamos.

II. Scope

This policy applies to the disposal of obsolete, worn-out, or unusable tangible property. Unusable tangible property includes that which is surplus or excess to the County's needs or which is no longer economical or safe for continued use by the County.

III. Authority

Municipal Code: Incorporated County of Los Alamos Municipal Code, Section 31-72.

Disposal Oversight Committee: For property that cannot be re-utilized within the County or traded-in, the County Administrator, the Chief Financial Officer and the Purchasing Agent will serve as the Disposal Oversight Committee. The Committee will approve and oversee the disposition of the identified property for items with a remainder unit value of \$5000 or over. For items under a remainder unit value of \$5000, disposal authority rests with the Purchasing Agent. Specific categories of items and the disposal process are addressed below.

IV. Procedure/Responsibilities

- A. **Fixed Assets:** When a County department determines that it is in possession of a fixed (currently of \$5000 or greater cost when purchased) or other reportable asset, the using department Director will submit a request for disposal to the Purchasing Agent, with the County Fixed Asset Accountant/Assets Manager included as an additional addressee. This request must include the following minimum information:

1. A complete description of the property;
2. condition and estimated age including digital photos of the general condition of the item;
3. where the property is currently located;
4. County asset I.D. or other asset number assigned to the property, if applicable; and
5. estimated remainder value of each item.

If the Committee cannot arrive at a reasonable value of any one item with an estimated remainder value of \$5,000 or more it is highly recommended that it be appraised by an appraiser experienced with that class of item. The appraisal shall be in writing and certified as a fair and reasonable price by the appraiser.

- B. Other Tangible Goods: Any item with an original cost of less than \$5000 per unit, and which needs disposal may, upon application to (including information shown in numbers 1 through 3, above) and written approval by the Purchasing Agent, be destroyed and/or otherwise permanently disposed of in accordance with the provisions of this policy.

When computer (CPU with storage, including desktop, laptop computers, and external hard drives) equipment is being disposed of, regardless of initial cost, the County's Information Technology division shall be contacted for pre-approval and processing to remove or otherwise ensure that no data of a confidential nature remains on a machine.

- C. Disposal Process: The Director of the using department and/or Purchasing Agent should first determine if the property can be re-utilized by another County department, or used as trade-in or exchange for replacement items.

After required notifications to the state have been given and approval for final disposition has been received, the Purchasing Agent in consultation with the disposal oversight committee shall dispose of the property by any or all of the following methods:

1. By negotiated sale or donation to any governmental unit of an Indian nation, tribe or pueblo in New Mexico;
2. by negotiated sale or donation to other state agencies, the State Surplus Property Bureau, local public bodies, school districts, state educational institutions, counties, or municipalities;
3. by means of competitive sealed bid or public auction, to include web-based public auction or similar service.

If the property cannot be successfully disposed of by any of these methods, the property may be sold or donated to any organization described in Section

June 15, 2009

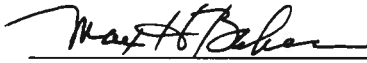
501(c)(3) of the Internal Revenue Code of 1986.b If that method is unsuccessful, the property is to be destroyed or otherwise permanently disposed of in accordance with the provisions of this policy.

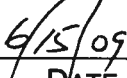
If the disposal oversight committee determines that the tangible property is hazardous or contains hazardous materials and cannot be used safely under any circumstances, the Purchasing Agent shall cause disposal of the property in accordance with the provisions of this policy and all applicable environmental statutes.

- D. Using Department: Note that the using department retains responsibility for the property and must make arrangements for storage of the tangible property until the property is either reassigned or is disposed of under this policy. In no case is the property to be sent to the County warehouse unless there is a definite, written, and approved disposal plan for the item(s).
- E. Expense and Revenue: The department that originated the request for disposal is responsible for all excess costs associated with the disposal process, which may include (but are not limited to) the hiring of a licensed firm for the disposal of Hazardous Material (HAZMAT) or auctioneer fees associated with a public auction. Revenues generated as a result of sale of tangible property shall first be used to pay costs associated with the disposal, then shall be credited to the County's general fund for property originating from a general fund department, or to a specific enterprise fund for property originating from that enterprise fund.

A copy of the disposal oversight committee's or Purchasing Agent's official finding and method of disposal of the property shall be maintained as a public record in accordance with established County records management procedures. This record shall include the sale price (or estimated value for donated property) of the property and to whom the property was sold or donated; if the item was destroyed or remediated (in the case of HAZMAT) the method and date of destruction or remediation will be recorded in the file.

Prepared by: Procurement and Risk Management


MAX H. BAKER
COUNTY ADMINISTRATOR


DATE