

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 662-8127

Advertised: **April 4, 2024**

Closing Date: **April 23, 2024**

Non-Mandatory Pre-Proposal Conference: **1:30 p.m. Mountain Time April 16, 2024**

Request for Proposals (“RFP”)

RFP Number: 24-63

EA4 Feeder Replacement Design

GENERAL INFORMATION

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

2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP24-63 EA4 Feeder Replacement Design**.

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, April 23, 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, April 23, 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.

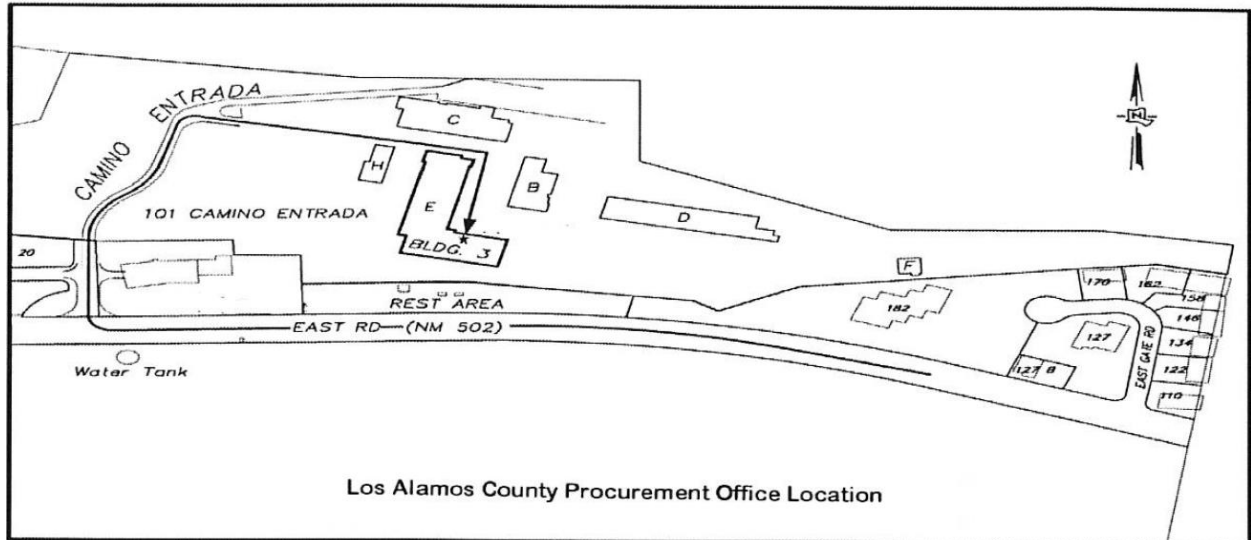


2. Turn RIGHT on Camino Entrada.
 - o Road slopes downhill and curves to the right.



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.
 - o 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 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 **three** (3) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with

its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

14. **A Non-Mandatory Pre-Proposal Conference will be held on Tuesday, April 16, 2024, at 1:30 pm MT. Please email Kat Brophy at kat.brophy@lacnm.us for a link to the meeting.**

CONTACT INFORMATION

1. For project-specific information, contact Stephen Marez, Project Manager, 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

Los Alamos County Department of Public Utilities, "LACDPU" requires the services of a qualified Professional Electrical Engineering Consultant, "Engineer", licensed in New Mexico, to develop construction staking sheets, design drawings, specifications, and engineer's cost estimate for the EA4 Feeder Replacement Project, "Feeder" and be available for questions during the construction bidding phase. The new Feeder design **shall NOT** be a like-for-like replacement design and must meet the design requirements as set forth in the Alternative Design Criteria Section. E

Additional Optional Services may, at the sole discretion of the County, be included in the requested Feeder design. These services include the replacement of the feeder in c.

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.

Existing EA4 Feeder System: The EA4 Feeder is an overhead distribution line which commences at the County's Pajarito Cliffs Site, heads north for approximately 2.5 miles across 4 canyons, and ends at the base of Rendija Canyon. The Feeder traverses Pueblo, Bayo, Barranca and Rendija Canyons largely by following the terrain down, up, and across each of the four canyons utilizing many poles and double dead-end structures; many of which are not accessible for replacement.

The EA4 Feeder is operating near or past its useful life and consists of 1 pole, 2 pole H, 3 pole, and 3 pole H type construction structures. The EA4 Feeder is a 15KV, three phase, four wire wye overhead distribution line (OH) consisting of approximately 2.5 miles of 1/0 copper-weld-copper (CWC) conductor with an overhead static wire. The Feeder has approximately 54 pole structures consisting of approximately 77 poles. Most poles are 45 and 50 foot in height averaging less than 300-foot spans. Approximately 40 of the 54 poles are double dead-end structures with a double dead-end overhead static conductor.

The majority of the EA4 Feeder is NOT readily accessible to vehicle traffic and will have to be walked in order to gather the field notes. LACDPU staff will be available and provide point of entry or access points for the different EA4 feeder line sections. A map with existing pole type structures for the EA4

Feeder is provided in Exhibit B of this document. Also provided are the pole characteristics for the Feeder but it will be up to the Offeror to confirm the existing as-built system.

SCOPE OF WORK

1. Alternative Design Criteria for Feeder Replacement System

The new EA4 Feeder replacement design shall be rated at 25KV (but energized at 15KV), three phase, 4 wire wye, with 477 aluminum conductor steel reinforced (ACSR) phase conductor & 4/0 ACSR neutral and utilize RUS type 115KV construction. The design shall assume the future installation of a 20 pair fiber optic cable. The Feeder poles shall be primarily wood type Douglas Fir, class type as designed; however, the design may include self-supporting steel poles, provided they can be readily constructed and installed. The new design shall NOT be like-for-like and instead incorporate **transmission type** design features to meet or exceed the following design objectives:

- a. Minimize the number of pole structures to address the existing terrain and mitigate lack of accessibility.
- b. Minimize the number of double dead-end structures as much as practically possible.
- c. Span top to bottom in canyons by utilizing taller poles.
- d. Long spans shall be dampened & controlled to mitigate conductor galloping and avoid slapping of phase conductors.
- e. Strategically place new pole structures to mitigate lack of accessibility or the need to construct temporary roads.
- f. Utilize the existing right-of-way as much as feasible and possible and stay within Los Alamos County owned property.
- g. The pole structures shall accommodate a 20 pair fiber optic cable: either below the neutral conductor or on the static wire.

2. Design Documents

Design documents shall include staking sheets, plan and profile, design drawings, design analysis and pole loading calculations, project specifications, construction & retirement unit tabulations, and engineer's estimate. The documents shall be in complete and substantial form so the Feeder EA4 Replacement Project can be bid for construction at a later time. The design documents shall show in graphic and quantitative form the design, extent, relationships, construction units to be installed, etc., and shall include the field design install locations for new pole additions.

The design shall conform to the 2023 NESC, National Electrical Safety Code and the most recent RUS 115KV & 24.9KV (as applicable) construction design requirements.

3. Design Requirements

The Offeror will be required to follow the following design requirements:

- a. Prepare construction and retirement staking sheets with plan and profile.
- b. Provide in summary form, tabulation of all new construction and retirement units.
- c. Provide design drawings for all new construction units required.
- d. Provide pole loading calculations for all dead-end structures or self-supporting structures to include a 20 pair fiber optic cable.
- e. Provide the project specifications.
- f. Field stake the placement of all new poles; place a 1-foot rebar with flagging, and GPS its location;
- g. Provide an engineer's probable estimate for the new construction and retirement; provide estimate on a unit type (labor & material), and total project basis.
- h. Provide a detailed assessment of existing structure condition and recommendation of replacement timeline.
- i. Provide a complete staking design package so that the project can be bid at a later time.

Review and/or design approval by Los Alamos County shall not be construed as a waiver of any requirement contained in this proposal.

4. Design Package Submittals

The following documentation (minimum requirements) will be required as part of the final staking sheet design construction package. Responsibility for a complete design for future bidding purposes rests with the Offeror.

- a. Offeror shall provide a complete staking sheet design construction package in HARD COPY (5 copies) and in digital PDF form; AND SEPARATELY, Offeror shall provide:
- b. Condition assessment sheets digitally in Excel and PDF format
- c. Staking sheets digitally in Excel and PDF forms.
- d. Plan and profile digitally in AutoCAD and PDF forms.
- e. Construction Units digitally in AutoCAD and PDF forms.
- f. Pole loading calculations digitally in Word and PDF forms
- g. The new Feeder field staking design in GPS form (a shape file so the County can upload to its ARC-GIS mapping system).
- h. The project specifications digitally in Word and PDF forms.
- i. The probable engineer's estimate digitally in Excel and PDF forms.
- j. Offeror shall provide the entire package digitally as described in Design Requirements in Section 3 above in a USB flash drive to the County.

5. Design Engineering Services

The Offeror shall provide work tasks and sub-tasks with estimated hours cross referenced to proposed team members' hourly rates for the engineering design services. Services shall include drawing submittal to County for review and approval at 30%, 90%, and 100% levels. The Offeror shall incorporate County comments at the 30% and 90% design levels. The Offeror shall include a 2–3-day field meeting at the County at the 90% design level. During the 90% design level meeting, the Offeror shall field stake and GPS the proposed power line route (after incorporating the 90% County comments). The Offeror shall provide a schedule of completion for each phase of design. The schedule shall be mutually agreed upon by both parties and firm unless approved by the Project Manager.

The final contract for the engineering design services shall be on a time and material basis with a not-to-exceed total amount for these services.

6. Project Deliverables

- a. Offerors 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 Kick off meeting., Offerors 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:
- b. Offerors will 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 ten (15) weeks from Agreement execution.
- c. Offerors will 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.
- d. Offerors will document the format and data transfer methods between Offeror and Project Team as identified by County.

- e. Offerors shall provide a written field review of the entire feeder, to include condition assessments and field notes
- f. At the Project Design Phase of 30% Completion, Offeror will be required to submit, for the County's review and approval, project's drawings, design analysis report, technical specifications, and preliminary opinion of cost, for the project work at the 30% complete stage. Offeror shall provide 3 design alternatives for County consideration at this stage
- g. At Project Design Phase of 90% Completion, Offeror will be required to submit for the County's review and approval, the complete design drawings, field and GPS stacking schematics, and opinion of cost for the Consultant's 90% submittal.
- h. At the Project Design Phase of 100% Completion, Offeror will be required to submit for the County's review and approval, the complete design drawings, and final opinion of cost for the Consultant's 100% submittal.

7. Additional Optional Services: Rendija Canyon Feeder Replacement Design

The Rendija Canyon Feeder is operating near or past its useful life and consists of 1 pole construction structures. The Rendija Canyon Feeder is a 15KV, three phase, four wire wye overhead distribution line (OH) consisting of approximately 7.6 miles of 1/0 copper-weld-copper (CWC) conductor with an overhead static wire. The Feeder has approximately 132 pole structures consisting of approximately 50 poles on San Idelfonso land and approximately 82 pole structures on LAC property. Most poles are 45 and 50 foot in height averaging less than 300-foot spans. A pole structure map is not available for this section. Offeror will be required to walk the feeder line section in order to gather the field notes

At the sole discretion of the County, additional optional services may be requested which include construction staking sheets, design drawings, specifications, and engineer's cost estimate for the Rendija Canyon feeder which consists of 9 miles of line from townsite to NM502 on Tribal lands. The construction of this feeder will be consistent with the specifications of the EA4 feeder design in sections one (1) through six (6) above. Offerors will need to consider these services as they are conducting their walking inspection concurrently with the EA4 Feeder design and indicate willingness to provide these additional services in their cost proposal.

In the event additional optional services are requested, the following project deliverables will be required.

- a. Offerors will be expected to attend up to 10 Meetings with County's designated Department of Public Utilities ("DPU") Project Team.
- b. Offerors will 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 ten (15) weeks from Agreement execution.
- c. Offerors will 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.
- d. Offerors will document the format and data transfer methods between Offeror and Project Team as identified by County.
- e. Offerors shall provide a written field review of the entire feeder, to include condition assessments and field notes
- f. At the Project Design Phase of 30% Completion, Offeror will be required to submit, for the County's review and approval, project's drawings, design analysis report, technical specifications, and preliminary opinion of cost, for the project work at the 30% complete stage. Offeror shall provide 3 design alternatives for County consideration at this stage
- g. At Project Design Phase of 90% Completion, Offeror will be required to submit for the County's review and approval, the complete design drawings, field and GPS stacking schematics, and opinion of cost for the Consultant's 90% submittal.
- h. At the Project Design Phase of 100% Completion, Offeror will be required to submit for the County's review and approval, the complete design drawings, and final opinion of cost for the Consultant's 100% submittal.

INFORMATION RELATED TO THE SCOPE OF WORK

IMPORTANT DATES - The dates of the RFP process are tentatively planned as follows and may be subject to change:

Advertise RFP	April 4, 2024
Pre-Proposal Meeting	April 16, 2024
Date Proposals are Due	April 23, 2024
Proposal Evaluation, Selection, and Contract Preparation and Review Period	April 24, 2024 – May 17, 2024
Board of Public Utilities Approval	June 26, 2024
Award Contract/Council Approval (TBD - Council Approval required for agreements of \$300,000. or greater.	July 9, 2024

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 D. 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 the 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 E, 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 F. 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 G. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

All Proposals must clearly address the Offeror's approach/method to perform the elements described in the Scope of Services. Failure to address the Offeror's process to perform the elements of the Scope of Services may cause the County to determine the Proposal as non-responsive. For example, simply providing that the Offeror can complete the work as provided in the RFP will be considered as incomplete.

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

To facilitate the review process, County's preference, though not a requirement, is that Proposals not exceed 20 single sided pages, not including Exhibits or attachments; and that marketing materials included not exceed 5 single sided pages of materials. If submitted electronically, Proposal documents should be submitted in PDF format.

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. A cover letter introducing the firm's and proposed key personnel's experience with similar scope and size systems' projects.
2. Summary of the technical approach for how the engineer plans on completing the entire staking sheet design package for the Feeder EA4 replacement project.
3. Summary of the firm's and key personnel's experience and responsibilities for similar scope and size projects demonstrating an ability to complete this project within the time schedule.
4. Summary spreadsheet of the approach to the staking sheet design project listing detailed work tasks and subtasks with estimated hours cross referenced to proposed team members and team staff.
5. Offeror's Proposed Schedule of Completion. Using "Upon Agreement Execution" as the starting date, including all anticipated services, field work, jurisdictional agency reviews and activities, as necessary to timely complete the project Scope as described above. Assume up to two weeks for County review and approval for any schedule item identifying the need for County review or approval
6. Resumes or biographies for all key personnel who will be conducting the work, showing relevant experience and responsibilities.
7. Reference list of at least three similar projects of similar scope that have been completed: including client name, address, project name, date of project, project scope, key personnel listed for this project, project budget, beginning and final cost, contact name, position, phone number, and email address. Verify all contact information is current.
8. Cost Proposal. *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 the Cost Summary Sheet in Exhibit H or, on Offerors own document formatted very similarly to Exhibit H, clearly define all proposed costs for all services for all years of the Agreement. Cost Proposals shall be as complete and as detailed as necessary for the Evaluation Committee to evaluate and compare the different Proposals and shall include, but not be limited to, the following:

- a. Offeror's hourly rate schedule along with the estimated hours of work anticipated for each classification.
- b. Costs to develop and deliver presentations and to attend Board of Public Utilities or County Council meetings, either in person or via virtual means, as required and as requested by County throughout the project.
- c. A description of how costs are charged for travel and whether they are charged as direct reimbursable costs. Affirm Offeror's ability to adhere to the County's Travel Guidelines as described in Exhibit H.
- d. The cost of any optional services listed as individual separate line items to facilitate the evaluation of these optional services, including the Additional Optional Services included in item seven (7) of the Scope of Work.
- e. If necessary, a narrative to describe cost categories and how costs are calculated if such details would assist in the consideration of the cost proposal.
- f. Provide costs for all services (including optional services) for all three (3) years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement. County will consider, but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index or Fuel Index.) If Offerors are unable to propose pricing for three (3) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose.
- g. If direct or reimbursable costs are proposed, please note them as such in individual separate line items to facilitate the evaluation of these types of costs. If travel costs are proposed as direct reimbursable costs, Offeror's should note the County's travel

guidelines provided in Exhibit H and note any deviations or exceptions proposed by Offeror.

9. Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions. Offeror should note any deviations or exceptions to Exhibit D in Offeror's response. Provide the original language with the County's standard terms and any suggested edits, or acknowledge that Offeror has no deviations or exceptions. (Please also see "Award of Solicitation" above.)
10. Proof of Valid Licenses, Permits, Bonds, Registrations, or Certifications. Offerors should describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates they possess to carry out the Services required in the State of New Mexico

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

1. Exhibit D: Sample Services Agreement with any deviations or exceptions noted or acknowledgement of no deviations or exceptions.
2. Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.
3. Exhibit F: Campaign Contribution Disclosure Form.
4. Exhibit G: Verification of Authorized Offeror.

PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated based on the criteria and weighted points detailed in the table below:

Criteria	Weighted Points
1. Technical design approach and competence in the development of a staking sheet design package, as requested in 2 & 4 of Proposal Format Section.	30
2. Capacity and capability of the firm, including any sub-consultants, to perform the staking sheet design package, within the time limitations, as requested in 3 & 6 of Proposal Format Section.	20
3. Previous project references and past performance on contracts with public or private entities with respect to such factors as control of costs, quality of work and ability to meet schedules, as requested in 1 & 7 of Proposal Format Section	10
4. Demonstrated approach to the personnel and task list and the schedule requests of the RFP, as requested in 4, 5 & 6 of Proposal Format Section.	10
5. Quality and completeness of submitted Statement of Qualifications/Proposal, as requested in items. 1 through 10 of Proposal Format Section.	10
6. Cost Proposal as requested in item 8 of Proposal Format Section.	20
TOTAL	100

**Exhibit A
EA4 Feeder Map
RFP NO: 24-63**

RFP Name: EA4 Feeder Replacement Design

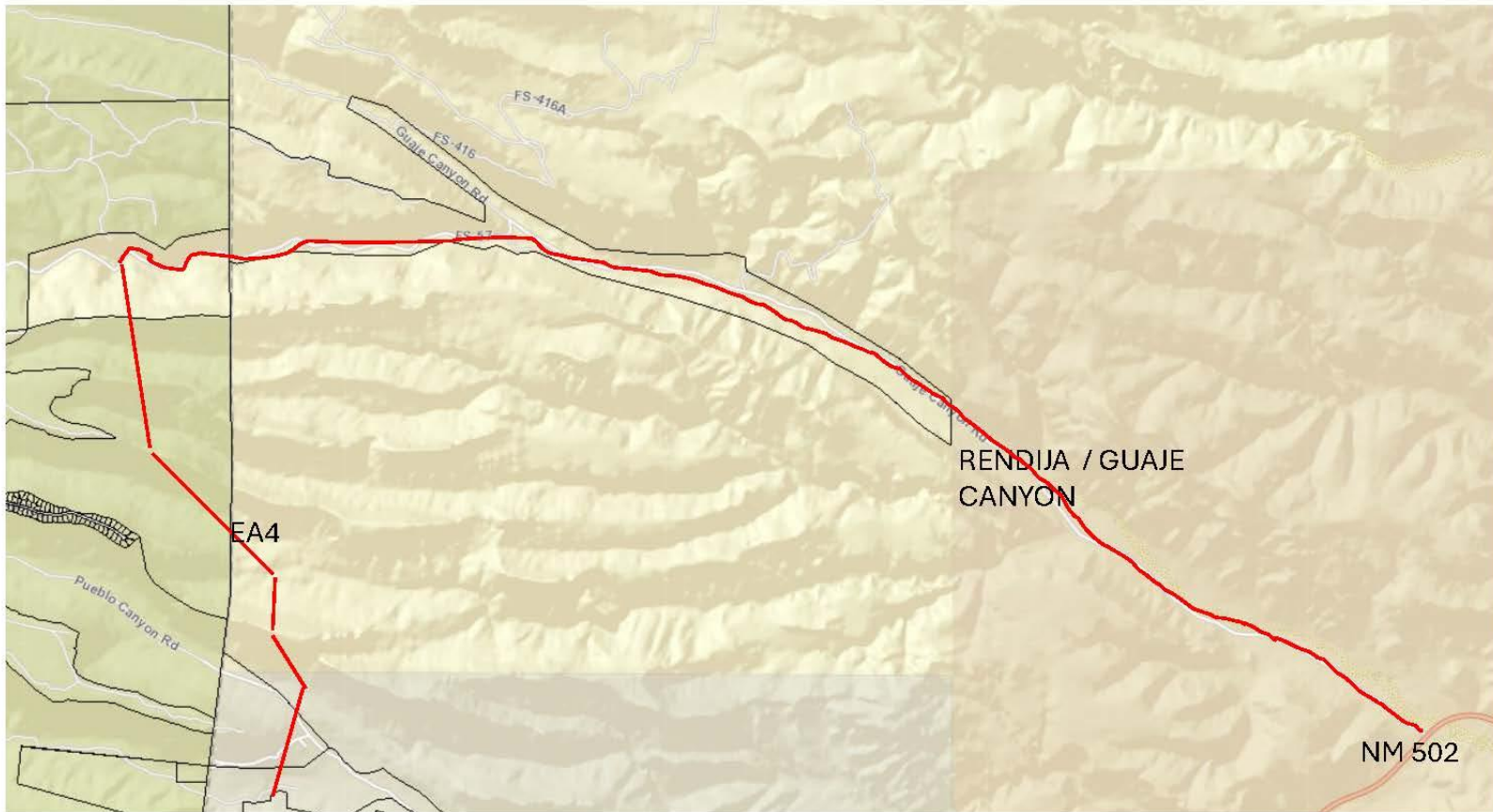


Exhibit C
EA4 Feeder Pole Structure Location Map
RFP No: 24-63
RFP Name: EA4 Feeder Replacement Design

Pole Structure	ID	YR	TECHNICAL
1	PP 48	1965	C8,GANGS WITCH
2	PP 49	1965	C3, 50/2
3	PP 50	1965	H STRUCTURE; SECTIONALIZER
	PP 51	1965	H-STRUCTURE
4	PP 53	1965	C8, 45/2
5	PP 54	1965	H-STRUCTURE
	PP 55	1965	H STRUCTURE; SECTIONALIZER
6	PP 56	1964	C8, 45/2
7	NO 57	1964	H STRUCTURE
	NO 58	1964	H STRUCTURE
8	PP 59	1964	C8
9	PP 60	1964	C8, 45/2
10	PP 61	1964	C8, 45/2
11	PP 63	1964	H STRUCTURE
	PP 64	1964	H STRUCTURE
	PP 65	1964	H STRUCTURE
12	PP 66	1964	3 POLE STRUCTURE
	PP 67	1964	3 POLE STRUCTURE
	PP 68	1964	3 POLE STRUCTURE
13	PP 69	1964	H STRUCTURE, 45/2
	PP 70	1964	H STRUCTURE, 45/2
14	PP 71	1964	C8, 45/2
15	PP 73	1964	C8, 45/2
16	PP 74	1964	C8, 45/2
17	PP 76	1964	H STRUCTURE, 50/2
	PP 75	1964	H STRUCTURE, 50/2
	PP 78	1964	H STRUCTURE, 50/2
18	PP 79	1964	C8, C2
19	PP 80	1964	C1-1, 45/2
20	PP 81	1964	C1
21	PP 83	1964	C8, 45/2
22	PP 84	1964	C2, 45/2
23	PP 375	1964	C1, 45/2
24	PP 376	1964	C1, 45/3
25	PP 377	1964	C1-1, 45/2
26	PP 378	1964	C4, 50/2, 4-E1-2, 4 F1-2
27	PP 379	1964	C1-1, 50/2
28	PP 380	1964	C8, 50/2
29	PP 382	1964	C3, 55/2, 4 E1-2, 4F1-2
30	PP 383	1964	H STRUCTURE 55/2, E1-2, F1-2
	PP 384	1964	H STRUCTURE 55/2, E1-2, F1-2
31	PP 385	1964	3 POLE STRUCTURE 45/2,E1-2, F1-2
	PP 386	1964	3 POLE STRUCTURE 45/2,E1-2, F1-2
	PP 387	1964	3 POLE STRUCTURE , 45/2, E1 2 , F1-2

32	PP 388	1964	H STRUCTURE , 50/2, 2-E1 2 , 2F1-2
	PP 389	1964	H STRUCTURE, 50/2 ,E1 2 ,F1-2
33	PP 390	1964	H STRUCTURE, 45/2, E1 2 , F1-2
	PP 391	1964	H STRUCTURE, 45/2, 2-E1 2 , 2-F1-2
34	PP 392	1964	3 POLE STRUCTURE, 50/2, 2-E1 2 , 2-F1 2
	PP 393	1964	3 POLE STRUCTURE, 50/2, 2-E1 2 , 2-F1 2
	PP 394	1964	3 POLE STRUCTURE, 50/2, 2-E1 2 , 2-F1 2
35	PP 395	1964	C8, 50/2 , BLADES ,
36	PP 396	1964	C3.4, 50/2, 4-E1 2 ,2-F1 2
37	PP 397	1964	C8, 45/2 , CUTOUTS AND ARRESTERS; XFMR BANK-50KVA
38	PP 363	1964	C8, 45/2
39	PP 362	1964	C1, 45/2
	NO #	3/2003	SECONDARY POLE 35/3, K11C
	NO #	UKN	SECONDARY AND SERVICE POLE METER # 65 601 305 WH
	NO #	UKN	LANL SERVICE POLE
40	PP 359	1964	H STRUCTURE, 45/2, 2-E1 2, 2-F1 2
	PP 360	1964	H STRUCTURE, 45/2, 2-E1 2, 2-F1 2
41	PP 358	1964	C2, 45/2, E1 2 , F1 2
42	PP 357	1964	C8, 45/2
43	PP 353	1964	H STRUCTURE 45/2, E1 2- F1-2
	PP 354	1964	H STRUCTURE 45/2, E1 2- F1-2
44	PP 352	1964	C1, 45/2
45	NO #, NEW POLE	3/2009	3 PHASE OCR W/ BLADES
46	PP 351	1964	C8, 45/2, C71, 2-E1 2 , F1 2
47	PP 350	1964	C1, 45/2
48	PP 349	1964	C1, 45/2
49	PP 348	1964	C1, 45/3
50	PP 347	1964	C1, 45/3
51	PP 346	1964	C8, 45/2
52	PP 345	1964	C8, 45/2
53	PP 344	1964	C8, 45/2
54	PP 342	1964	H STRUCTURE , 45/3, 2-E1 2 , 2-F1 2
	PP 343	1964	H STRUCTURE , 45 3, 2-E1 2 , 2-F1 2
55	NO #	4/2007	OH GUY POLE, 40/2 2-E1 2 , 2-F1 2
56	NO #, NEW POLE	2009	C7 1, 4, 20/2, UC 1, 2-E1 2 , F1 2 1,
57	PP 334	1964	C1 1
58	RL 41A, 18, 13	1964	JUNCTION POLE C8, C1
59	PP 355	1964	H STRUCTURE , 45/3, E1 2 , F1-2
	PP 356	1965	H STRUCTURE , 45/3, E1 2 , F1-3

Exhibit D
SAMPLE SERVICES AGREEMENT
RFP NO: 24-63
RFP Name: EA4 Feeder Replacement Design

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"), to be effective for all purposes _____, 202X ("Effective Date"). [Alternate: to be effective on the date of last signature]

WHEREAS, [FOP RFP'S] -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 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; and

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

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

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

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

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

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

SECTION A. SERVICES:

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the [County Manager/County Utilities Manager] may renew this Agreement for up to Three (3) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in

accordance with the rate schedule set out in Exhibit "X," attached hereto and made a part hereof for all purposes.

2. **Monthly Invoices.** Contractor shall submit itemized *[monthly or per the completion of the Project Phase/Task]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused

by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

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

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

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

SECTION U. TERMINATION:

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

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

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

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

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

Exhibit E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
RFP NO: 24-63**

RFP Name: EA4 Feeder Replacement Design

This document should be returned with RFP submittal.

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

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit F
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP NO: 24-63
RFP Name: EA4 Feeder Replacement Design

This document should be returned with RFP submittal.

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

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 G

VERIFICATION OF AUTHORIZED OFFEROR RFP NO: 24-63 RFP Name: EA4 Feeder Replacement Design

This document should be returned with RFP submittal.

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

- (a) *Definitions.* For the purposes of this section:
- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
 - (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.
- (b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.
- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
 - (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.
- (c) *Preference factor.*
- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
 - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
- (1) Local business;
 - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications;
 - (2) To any purchase of goods or services in excess of \$500,000.00;
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

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

Are you requesting Preference?

YES NO

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

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

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

Signature and Printed Name of Authorized Offeror / Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

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

Contract Manager Printed Name, Title and Email Address

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

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

**Exhibit H
COST SUMMARY SHEET &
COUNTY TRAVEL GUIDELINES**

**RFP NO: 24-63
RFP Name: EA4 Feeder Replacement Design**

*** This exhibit or Offerors own document, as formatted below, with costs as described in the Proposal Format section shall be returned with RFP submittal.***

BILLING CLASSIFICATION	Year 1	Year 2	Year 3
Direct Labor (Hourly Rate by Classification)*			
Total Labor			
Subcontractor Costs (if applicable)*			
Total Subcontractor Costs			
Reimbursable Expenses*			
Travel, Lodging			
Travel, Food			
Travel, Mileage			
Reproduction/Printing/Binding			
Supplies			
Total Reimbursable Expenses			
Other Costs as applicable (include costs for any optional services listed as individual separate line items)			
Optional Services Listed			
Attendance at additional meetings			
Total Cost			

***Travel Guidelines:**

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

Unless otherwise Proposed in Offeror RFP response and agreed to by County, Offeror’s travel expenses shall be charged at actual cost, copies of all travel expenses must accompany invoices submitted to County, and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
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 Offeror showing the actual cost, the travel expense shall be deemed unreasonable and unreimbursable.

Travel Expenses not allowed are as follows:

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