

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

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

(505) 709-5503

Advertised: **May 9, 2024**

Closing Date: **June 4, 2024**

Non-Mandatory Virtual Pre-Proposal Conference: **May 15, 2024, 2:00 p.m. Mountain Time**

Request for Proposals (“RFP”)

RFP Number: 24-72

RFP Name: Water Distribution Backflow Prevention (“BFP”) and Cross Connection Control (“CCC”) Program Services

SPECIAL INFORMATION RELATED TO THIS RFP

- 1) 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 the solicitation requirements for the purpose of obtaining best and final offers. County may, at County’s sole option, request virtual software or database demonstrations as a part of the discussions.
- 2) **The following terms may be used interchangeably throughout the RFP:**
 - a) “Offeror,” “Contractor,” and “Vendor”
 - b) “Proposal,” “Response,” and “Submittal”
 - c) “Software,” “Solution,” “System,” and “Database”
 - d) “Feature” and “Functionality”

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 – RFP24-72 Water Distribution Backflow Prevention (“BFP”) and Cross Connection Control (“CCC”) Program Services**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Jaime Kephart, Contract Manager at 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 lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, June 4, 2024**, will be reviewed.

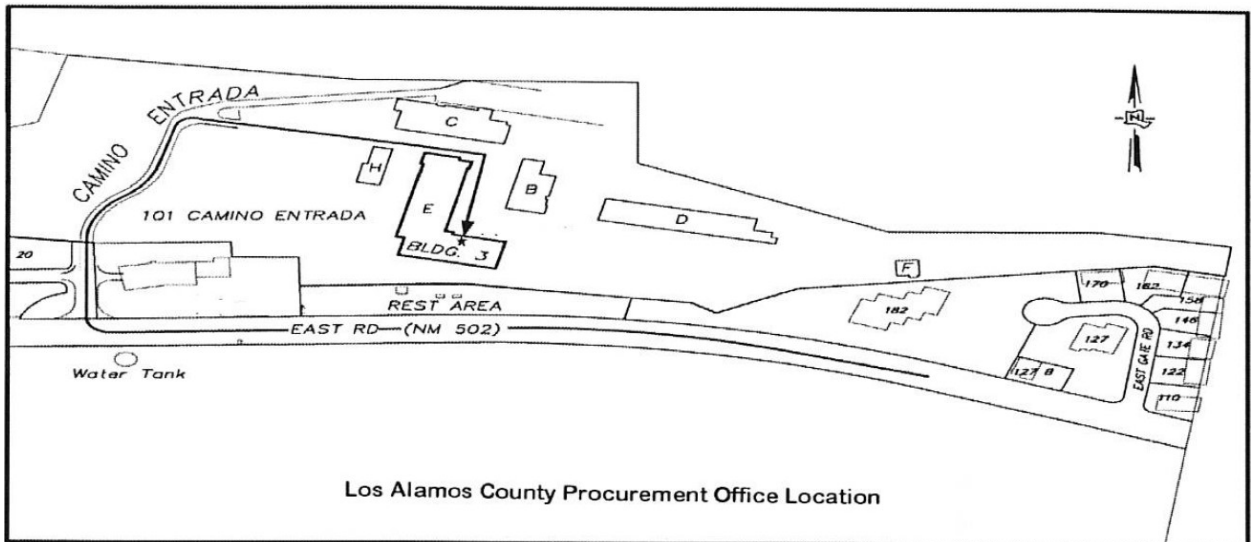
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

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, June 4, 2024**, for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The

USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
3. Take second RIGHT into driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you've gone too far.
4. Enter glass door marked "PROCUREMENT." See map below.



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.

9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
14. **A non-mandatory virtual Pre-Proposal Meeting will be held on May 15, 2024, at 2:00 p.m. Mountain Time via GoToMeeting. The meeting can be accessed at this link:**

<https://meet.goto.com/948394813>

You can also dial in using your phone.

Access Code:

948-394-813

United States:

+1 (312) 757-3121

CONTACT INFORMATION

For procurement process or project-specific information contact the following and include all contacts listed on all correspondence sent via email. Written questions should be submitted via e-mail to all contacts below:

1. Jaime Kephart, Contract Manager, at jaime.kephart@lacnm.us or (505)709-5503
2. Sammy Maestas, Gas, Water, and Sewer (“GWS”) Superintendent and Project Manager, at sammy.maestas@lacnm.us.
3. Clay Moseley, Deputy Utilities Manager for GWS, at clay.moseley@lacnm.us.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County’s website at the address below. <https://lacnm.com/bids>

NEED STATEMENT

The Incorporated County of Los Alamos (“County”) Department of Public Utilities (“DPU”) seeks to retain professional services to maintain its comprehensive Water Distribution Back Flow Prevention (“BFP”), Cross Connection Control (“CCC”) Program (the “Program”), which includes but is not limited to backflow prevention assembly testing, inspection, and repairs, and provision, hosting and maintenance of a Program database.

BACKGROUND AND INFORMATION RELATED TO SCOPE OF SERVICES

- 1) **General County Background Information.** The Incorporated City and County of Los Alamos 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.
- 2) **About DPU's Current BFP/CCC Program.**
 - a) DPU is required to ensure the safety and security of its water distribution system under the Safe Drinking Water Act. The primary means to adequately protect the water distribution system from connected customer activities that could potentially contaminate drinking water is through backflow prevention and cross-connection control.
 - b) In 2017, the County contracted with a company for professional services for BFP/CCC program development and maintenance. This company has been providing prevention assembly testing, inspection, and repairs, and the provision, hosting, and maintenance of a BFP/CCC program database since that time.
 - c) The DPU follows industry standards as referenced in its Water Rule 6.02. DPU Rules and Regulations can be found online at the following web address: <https://www.losalamosnm.us/Government/Departments-and-Divisions/Department-of-Public-Utilities/Reports-and-Documents-Library>
 - d) A sample inspection report is attached hereto as Exhibit G.

SCOPE OF SERVICES (or WORK)

The successful Offeror will provide some or all of the following services. 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.** Successful Offeror (“Contractor”) will provide to County the Program services as described herein (“Services”). Contractor will provide trained, qualified, and experienced personnel, plus all necessary labor, tools, equipment, materials, licenses, and supplies to perform Services in accordance with all applicable County, state, federal, and industry laws, rules, regulations, standards, and industry best practices, which include, but are not limited to the most recent version of applicable DPU Construction Standards and DPU Rules and Regulations, as may be amended from time to time.
- 2) **Program Assistance.**
 - a) Contractor will perform BFP surveys of new businesses upon County request and will send detailed survey results to County customers.
 - b) When follow-up BFP inspections are determined by County to be required to verify Program compliance, Contractor will, upon County Request, perform the following follow-up inspection Services:
 - i) Visit the business location for non-compliance of survey requirements;
 - ii) Update database customer information such as new owner or point-of-contact, changes in plumbing, fire protection, or lawn irrigation systems;
 - iii) Meet with customers on site to review and explain compliance issues; and
 - iv) Meet with customer’s contractor before installation to review installation requirements and to verify if BFP selection is correct.
 - c) Contractor will perform backflow prevention assembly testing, inspections, and necessary repairs for County-owned BFPs upon County request. If repairs are proposed by Offeror to be charged on a time and materials basis, a written estimate approved by County prior to the work being performed will be submitted by Contractor for any repair exceeding TWO HUNDRED FIFTY DOLLARS (\$250.00), including all time and materials estimated.
 - d) In the event that County decides, at County’s sole option, to transition away from Contractor hosting and administering the Program at any time throughout the term of an Agreement, Contractor will provide all paper and electronic files, databases, programming notes, etc. to County. Contractor will assist in the transition to a County administered Program up to a limit of one-hundred twenty (120) hours provided by Contractor, at the hourly rates proposed by Offeror and agreed-upon by County.
 - e) Contractor will assist County with BFP licensing, training, and certification requirements for County personnel, including but not limited to:
 - i) Registering County BFP testers and verifying their license and training requirements;
 - ii) Issuing certification cards to approved BFP testers; and
 - iii) Maintaining annual calibration records of certified tester’s test gauges.
- 3) **Provision and Management of a Program Compliance Database (“Database”).** Contractor will provide to County, manage, and support a cloud-based and hosted Database, developed, owned, operated and hosted by Contractor, through which County can maintain and generate various reports on Program inspection and compliance data and records. Offerors are asked to describe in their RFP response all related licensing or subscription information County will be asked to consider prior to utilizing the Services.
 - a) **County Technical Standards.** Database will conform to the applicable County requirements for hybrid or cloud/hosted solutions as defined in the Los Alamos County Technology Standards provided in Exhibit F Offerors are asked to affirm in their RFP response, using Exhibit F, that their

proposed Database Solution is in conformance with the applicable requirements and to briefly describe how they meet the requirements, or describe alternate methods for how they meet applicable requirements. County may, at County's sole option, consider proposed Database Solutions that offer an alternate method for meeting applicable requirements.

- b) **Database Program and Format.** Contractor's Database will be developed and maintained in a format customized by Contractor as desired by and agreed upon by County. Contractor may, throughout the term of this Agreement, change the program used to develop and maintain the Database, provided all Services as described herein are maintained, there is minimal interruption to County's ability to access and maintain the data, the Contractor notifies County Project Manager in writing at least ninety (90) days prior to the change, and County Project Manager approves in writing of the change and anticipated length of interruption. In this event, Contractor will provide to County, at no additional cost, any implementation services and training County deems necessary to use the modified Database.
- c) **Database Functionality and Management.**
- i) Contractor's Database will substantially conform to the functional descriptions and technical specifications proposed in Offeror's RFP response and agreed to by County.
 - ii) Contractor's Database will, at a minimum, contain information regarding type, location, and ownership of all backflow prevention devices. The database will also include such data points as inspection dates, inspection results, fees and charges associated with each individual account and other data points as deemed appropriate and agreed upon between Contractor and County.
 - iii) Contractor will develop, as agreed upon in consultation with County, and maintain a set of forms for field inspections, customer notifications (initial, test result, fees, and charges, etc.) and other Program administrative needs.
 - iv) Contractor will provide an email notification system to enable efficient contact of County customers required to be in the Program. Email notifications may be in-lieu of hardcopy regular postal service delivery mail of correspondence necessary for the administration of the Program as agreed upon between Contractor and County. Contractor will send annual BFP test notifications by email to County customers.
 - v) Contractor will provide a test tag system, approved by County, for field placement of tags on BFP equipment indicating date, time, inspector and inspection result of each individual BFP assembly inspected by Contractor.
 - vi) Contractor will maintain in the Database records of original and follow up BFP surveys and initial and annual test records for all BFPs.
 - vii) Contractor will input into the database test results of all BFP tests.
 - viii) Contractor will perform all modifications of the Database as necessary and agreed upon between Contractor and County. A Program review of the Database structure and functioning will be completed annually by Contractor and County to assess the efficiency and effectiveness of County's Program. Contractor will provide all Program Survey & Testing Data Entry Services and will perform all Program information updates of the Database at least monthly.
- d) **Use and Users.**
- i) Authorized County users should, at a minimum, be able to access the Database via local personal computer (PC)-based internet browsers and the internet through secure internet connections and protocols. Database should have the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms.

- ii) Contractor will ensure that the Database is web enabled and can be accessed at all times by a minimum of two (2) County personnel, as designated by the County Project Manager, using Google Chrome.
- e) **Warranty.** Contractor will, at a minimum, warrant that the Database will be without material defects for the term of this Agreement. If Database does not perform as warranted, Contractor will use reasonable efforts, consistent with industry standards to cure the material defects or provide County with a functional equivalent at no additional cost. Offerors are asked to describe in their RFP response their warranty for Software performance if it differs from what is stated here in the Scope of Services.
- f) **Data Security and Ownership.** Offerors are asked to describe in detail in their RFP response how they provide data security and are asked to note any deviations or exceptions to the data security and ownership stated here in the Scope of Services.
 - i) At a minimum, Contractor will maintain adequate security and disaster recovery protocols. Contractor's Cloud Service Provider ("CSP") and data center, will be located within the United States. Contractor will maintain and keep up-to-date Database's Secure Sockets Layer ("SSL") Certificate.
 - ii) Contractor will perform all backups of the Database at least weekly. Backup data will be stored on a redundant server or other hardware located in at least one site separate from the main servers.
 - iii) All data that: (i) is owned by County; and (ii) uploaded into the Database will remain owned by County. County is responsible for the accuracy and legality of all such data and will represent and warrant the right to use and manage all data in connection with its use of the Database. Use of the Database confers no ownership rights to the Contractor and County materials and data may be used by the Contractor only as necessary to provide contracted Services.
 - iv) Upon County request, and upon termination of an Agreement, Contractor will provide a complete copy of the Database to County, in a format acceptable to County such as MS Excel, MS Access, SQL Server, Open Database Connectivity ("ODBC") etc. Affirm the ability to provide data to County within a forty-eight (48) hour window or describe Offeror's proposed timeframe.
- g) **Maintenance and Support Services and Service Level Agreement.** Contractor will provide the following minimum maintenance and support of the Database unless otherwise proposed by Offeror and agreed to by County. Offerors are asked to include in their Proposals any applicable Service Level Agreements ("SLA") County may be asked to consider.
 - i) Contractor will use commercially reasonable efforts to ensure the Database is available with the uptime percentage of 99.9%.
 - ii) Contractor will provide unlimited Database maintenance and customer support throughout the term of this Agreement, including but not limited to troubleshooting access to Database data or formatting and printing reports. Support will be provided, at a minimum, Monday through Friday, during normal business hours 8:00 to 5:00 p.m. Mountain Time via phone and e-mail. If the contact information changes throughout the term of an agreement, Contractor will notify County Project Manager in writing within forty-eight (48) hours and will provide all new pertinent contact information necessary for County to request and receive maintenance and support.
 - iii) Contractor will respond to County's support requests within two (2) business days. If Contractor is unable to immediately determine the reason for the issue or is unable to immediately determine a solution, Contractor will continue work with the County Project Manager and troubleshoot until the issue is resolved. Throughout this process, Contractor will clearly communicate to the County Project Manager anticipated steps to resolve the issue and an

estimated timeline for resolution.

- iv) Contractor may, throughout the term of this Agreement, implement upgrades or feature enhancements to improve Database functionality. Notwithstanding Section 3(b) related to changes to the Database program used to develop the Database, Contractor will communicate to County in writing via e-mail all plans for all upgrades, enhancements, or Database modifications a minimum of thirty (30) days prior to implementation and inform County of any anticipated downtime.

4) Database Implementation and Migration of Current County Program Data into New Database.

Offerors are asked to describe in their response their process for migrating County's current Database data into Offeror's Database including, but not limited to the following:

- a) An implementation project initiation meeting;
- b) An estimated migration timeline including key tasks, milestones, deliverable and responsibilities of both Contractor and County;
- c) All Project Management services to be provided;
- d) A designated Contractor Project Manager;
- e) Document format and data transfer methods during implementation;
- f) Testing plans to ensure proper set up and functionality of all features prior to County acceptance of each deliverable and prior to the County's overall system acceptance and prior to Go Live;
- g) The methodology for User Acceptance and Final Acceptance; and
- h) Training for County staff to use the Database.

- 5) Possible Future Implementation of Integrated Systems.** If the County, throughout the term of an Agreement with the selected Offeror, implements new software that must integrate with the Contractor's Database, Contractor will work with County to ensure integration between County's new systems and Contractor's Database, if integration is possible, and will provide other implementation services that may be necessary for integration. Offerors are asked to propose hourly rates, or some other type of fee structure, to provide such professional services throughout the term of an agreement and describe their process for County to request such integration services in the future (i.e., how would such a request be requested, scoped, quoted, and agreed-upon).

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ESTIMATED RFP PROCESS DATES

The estimated dates of the RFP process are strictly for informational purposes only, 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 9, 2024
Non-Mandatory Pre-Proposal Meeting	May 15, 2024
Date Proposals are Due	June 4, 2024
Demonstrations and Discussions (if requested), Evaluation, and Selection	June 4 – June 18, 2024
Contract Preparation and Review Period	June 18 – July 8, 2024
Board of Public Utilities Approval (required for agreements of \$100,000.00 or greater)	July 17, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	July 30, 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 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.

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PROPOSAL FORMAT

1. Offerors should submit a Proposal to the County in the format described below. Information provided in the Proposal may be used in the contract between the successful Offeror and the County.
2. To facilitate the review process, County's preference, though not a requirement, is that Proposals be in 8.5X11 inch format, that they not exceed 100 pages, not including Exhibits or attachments; and general marketing materials should not exceed ten (10) pages of materials.
3. Unless otherwise specified herein, if submitted electronically, Proposal documents should be submitted in PDF format.
4. Proposals should include, but need not be limited to, the Proposal Response Components (in addition to the Exhibits and attachments) as identified in the table 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.
5. **RFP responses should restate each header section from the RFP Scope of Services**, as requested in the Proposal Response Components below, to facilitate review and Evaluation and to affirm Offeror's understanding of County's expectations and the information requested in each section of the Scope of Services.
6. Proposal Response Components used to evaluate Proposals in the awarding of this contract are shown below under Proposal Evaluation Criteria. Per Section 9, General Information of this RFP, proposals are public records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under the RFP shall be presumed and are considered public records. **County declines to sign any non-disclosure agreements or confidentiality agreements submitted by potential Offerors prior to those Offerors submitting a response to this RFP or any part of the RFP.** Where Proposal Response Components requested below are also included in Evaluation Criteria, evaluation scores may reflect Offeror's inability to provide requested information and the County reserves the right to find any Offeror non-responsive or non-responsible based on the information provided in or excluded from Offeror's response.
7. Offerors are encouraged to attend the scheduled virtual pre-proposal meeting, instructions for which are described herein, and are expected to submit in writing, **PRIOR TO THE RFP CLOSING DATE**, any questions or requested clarification necessary for Offerors to provide a complete response with all Proposal Response Components and pricing included. Except when describing future unknown services, as requested in Section 8 of the Scope of Services, Offerors are asked to refrain from including in Proposals statements such as "more information available upon request," "pricing to be determined based on statement of work," "pricing to be determined based on County need," or other similar statements. If more information or clarification is needed from County for Offerors to provide all the Proposal Response Components requested and all pricing, Offerors may request such information **PRIOR TO RFP CLOSING** so that County can provide answers and clarification via Addenda to all potential Offerors. This should in no way be construed to conflict with County's right to hold interviews and discussions for clarification with Offerors as described herein under Proposal Review and Evaluation.

Proposal Response Components

Section Number	Section Title	Submission Information
1	Cover Sheet	<ol style="list-style-type: none"> 1. Provide the full legal name of the Contractor who will execute the contract, and the name, phone number, and e-mail address of the primary person responsible for responding to questions and communication related to the RFP. 2. Reference the RFP number and name.
2	Cover Letter	<ol style="list-style-type: none"> 1. Size of company or organization. 2. Length of time in business. 3. Include qualifications and a narrative description of the characteristics that set the company apart such as unique examples of service or added value, and any recognition or endorsements received. 4. Describe the company's financial growth history and viability.
3	Executive Summary	<ol style="list-style-type: none"> 1. Provide a clear, concise overview of the Proposal.
4	Proposed Staff Qualifications and Experience	<ol style="list-style-type: none"> 1. Demonstrate knowledge, skills, and experience of all staff proposed to accomplish the work during Database Implementation and those required to adequately maintain the Program after initial Database Implementation throughout the term of an agreement with the County. 2. Detail background and experience of the individual to be assigned as the single point of contact for the Services. 3. Provide a list of any subcontractors or third parties who will be used to provide any Services throughout the term of an agreement, describe Offeror's relationship with them, and briefly describe their qualifications and abilities to provide the Services. 4. Provide the number of years Offeror has been providing the proposed Services.
5	Previous Client Implementation and References	<ol style="list-style-type: none"> 1. Information provided in Proposals will be used for evaluation purposes. The County reserves the right to contact some or all the references to verify any information provided and to request that references provide additional information. 2. If previous client reference information is confidential, you may state so, however, evaluation scores may reflect Offeror's inability to include requested reference detail in the Proposal. 3. Provide references for at least three projects completed in the last three years for similar work and implementation. 4. References should include company name, address, contact name, position, telephone number, and the period during which services were provided. 5. Provide the start and end date of services and note if reference is still a current client.

Section Number	Section Title	Submission Information
6	Scope of Services	<p>Demonstrate Offeror’s understanding of the requirements and ability to provide the requested Services as described in the Scope of Services. Offerors should provide a clear narrative and provide any information specifically requested in the Scope of Services for each of the sections listed. Restate the section header from the Scope of Services when responding.</p> <ol style="list-style-type: none"> 1. Generally – Describe in detail Offeror’s familiarity with New Mexico Rules and Regulations and familiarity with County’s existing BFP CCC Program. 2. Program Assistance 3. Provision and Management of a Program Compliance Database 4. Database Implementation and Migration of Current County Program Data into New Database <ol style="list-style-type: none"> a) County Technical Standards – Exhibit F b) Database Program and Format c) Database Functionality and Management d) Use and Users e) Warranty f) Data Security and Ownership g) Maintenance and Support Services and SLA 5. Possible Future Implementation of Integrated Systems
7	Exhibit G - Cost Proposal	<p>Provide Total Costs Proposed for all years of an agreement using Exhibit G - Cost Proposal using the instructions provided in Exhibit G.</p>
8	Submission of County’s Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions.	<ol style="list-style-type: none"> 1. Offeror should note any deviations or exceptions to Exhibit A 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. Offerors should note that the Confidential Information Disclosure Statement noted as Exhibit X, is an Exhibit to the Sample Services Agreement and should be included in Offeror’s review of the Sample Service Agreement. 2. Offerors should provide with their Proposal any of their own standard contractual terms or provisions the County will be asked to consider if Offeror is selected for award. This may include, but is not limited to, such things as a sample Master Services Agreement or Licensing Agreement <u>and any additional governing documents referenced within those sample standard agreements.</u> Offerors should note if their own standard contractual terms or provisions conflict with those provisions provided in Exhibit A, and should provide any suggested edits to Exhibit A. <u>The County may consider, but is under no obligation to accept, any of Offeror’s contractual terms or provisions included in Offeror’s Proposal.</u>

Section Number	Section Title	Submission Information
		3. County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.
9	Valid Licenses, Permits, Trainings and Certifications	1. 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. County reserves the right to independently verify any information submitted in response to this Proposal Response Component.
10	Additional Documents to Submit with Proposals	<p>In addition to all other components requested in the Proposal Format and Scope of Services section, submitted Proposals should include, but may not be limited to the following:</p> <ol style="list-style-type: none"> 1. Exhibit B: Certification Regarding Debarment, Suspension, and other Responsibility Matters 2. Exhibit C: Campaign Contribution Disclosure Form 3. Exhibit D: Verification of Authorized Offeror 4. Signed copies of any addenda issued.

EVALUATION CRITERIA: As described and/or demonstrated in the RFP response and during demonstrations and discussions.

Number	Criteria	Max Points
1	Proposed Staff Qualifications, Experience References	
1.1	Team's Technical Competence	10
1.2	Team's Capacity and Capability	10
2	Previous Client Implementation and References <ul style="list-style-type: none"> • Team's Record of Past Performance 	10
3	Ability to Provide Scope of Services Requested in Sections 2-5	15
4	Scope of Services Section 1. Generally <ul style="list-style-type: none"> • Familiarity with New Mexico Rules and Regulations Related to County's BFP CCC Program 	20
5	Scope of Services Section 1. Generally <ul style="list-style-type: none"> • Familiarity with County's Existing BFP CCC Program 	20
6	Cost Proposal	10
7	Valid Licenses, Permits, Training, and Certifications	5
Total Points		100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 24-72
Water Distribution BFP CCC Program Services

***Offerors should note any deviations or exceptions to Exhibit A 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.**

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 ("NMGR"). 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 NMGR, 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 NMGR 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

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
PHILO S. SHELTON III. P.E. **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____
CORPORATION

BY: _____ DATE

NAME: _____

TITLE: _____

SAMPLE 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: 24-72
Water Distribution BFP CCC Program 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: 24-72
Water Distribution BFP CCC Program 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; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

Signature

Date

Title (position)

Exhibit D

VERIFICATION OF AUTHORIZED OFFEROR RFP NO: 24-72 Water Distribution BFP CCC Program 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 PROPOSAL WORKSHEET
RFP NO: 24-72
Water Distribution BFP CCC Program Services

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

Provide costs for all services (including additional or optional services) for up to seven (7) years of the term of an agreement. County will consider, but is under no obligation to accept proposed future year unit prices or price escalations, which may include but are not limited to price escalations based on a specified dollar amount, a specified percentage, a capped not-to-exceed dollar amount or percentage (e.g., annual increases will never exceed the lesser of \$1,000.00 or 3%, per year over the prior year's fee amounts), or some other formula (e.g., a specific Producer Price Index or Consumer Price Index). If proposing such a price escalation mechanism for future years of an agreement, Offerors should also clearly describe the process and timing for Offeror to notify County of any such increase and the process by which County would approve such an increase in future years. County, at its sole discretion, reserves the right to accept any given proposed fees and price escalation mechanism and process for any agreement term length.

County's preference is to contract for a minimum of seven (7) years. If Offerors are unable to propose pricing or a price escalation mechanism and process for seven (7) years, County may consider contracting for a shorter term.

If more space is needed, please add more lines or include additional pages in the Proposal.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Monthly Database License or Subscription Management and Support							
<u>OR</u> Annual Database License or Subscription Management, and Support							
BFP Assembly Testing							
BFP Surveys and Follow-up							
Database Implementation and Migration Project Management Fees List and provide all proposed fees.							
Hourly Labor Rates List each position title and the hourly rate proposed							

Other – Please describe and propose any other fees not already stated here.							
<p>Reimbursable and Direct Costs – County may consider Proposals where reimbursable or direct costs, such as materials and supplies are passed through to County. Describe any proposed reimbursable and direct costs, including travel costs. Reimbursable or direct costs, purchased by Offeror in the performance of Services under the Contract, that have been pre-authorized by the County, may be billed at actual cost to the County with a copy of the invoice from Offeror's supplier, and with a proposed administrative invoice processing fee.</p>							
<p><u>Travel Guidelines (if applicable):</u></p> <p>County's preference is that all travel expenses be rolled into proposed rates. Travel expenses not rolled into proposed rates will be charged at actual cost, unless otherwise Proposed in Contractor's RFP response and agreed to by County. Copies of all travel expenses must accompany invoices submitted to County and will include only include the following:</p> <ol style="list-style-type: none"> 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 \$62.00 per diem daily; 7. Internet connectivity charges; 8. Any other reasonable costs directly associated with conducting business with County. 9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and unreimbursable. <p>Travel Expenses not allowed are as follows:</p> <ol style="list-style-type: none"> 1. Entertainment; in-room movies, games, etc. and 2. Alcoholic beverages, mini bar refreshments or tobacco products. 							

Exhibit F
County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions
RFP NO: 24-72
Water Distribution BFP CCC Program Services

This attachment shall be returned with the RFP submittal.

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this Exhibit called “Operator”, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in Table 1 below, check “YES” to indicate compliance, “NO” to indicate non-compliance, or N/A to indicate that the requirement is not applicable. In the cell beneath each standard requirement, ***briefly*** describe ***how*** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, Offeror’s may find these policies on the County’s website at the following web address: <https://lacnm.com/bids> .

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
	N/A - hosted			
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel			N/A

	or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			
	N/A - hosted			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			N/A
	N/A - hosted			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
	N/A - hosted			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.			

Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

<p>Database Software Products (On-Premise)</p>	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>			N/A
	N/A - hosted			
<p>Internet: Collaboration and Web Publishing (On-Premise & Hosted)</p>	<p>Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.</p>			
<p>Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.</p>				
<p>Intranet: Collaboration and Web Publishing</p>	<p>Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate</p>			

(On-Premise & Hosted)	or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to			

	interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Security & SSL (On-Premise & Hosted)	<p>Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310			

Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				
Hosted/Cloud Based Services	<ul style="list-style-type: none"> • Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. • Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 			
Describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.				

Exhibit G
SAMPLE INSPECTION REPORT
RFP NO: 24-72
Water Distribution BFP CCC Program Services

(This section intentionally left blank)

Los Alamos County
Department of Public Utilities
Backflow Prevention and Cross-Connections

Water Rule W6 provides backflow prevention and cross-connection requirements for water service. State and federal regulations governing water supplies and piping systems stipulate that no connection shall be permitted between the public water supply system and any other water source not regulated by those regulations unless the public water system is protected by an approved backflow prevention assembly (BFP) or physical separation approved by the Utility.

W-6-04 B The customer shall modify his system by proper installation of a BFP at the customer's sole expense, according to the requirements of these rules. The Utility shall inspect the work in progress. When the work is completed, the customer shall notify the Utility for inspection of the system. If the modifications required have been correctly made, in the sole determination of the Utility, the procedures specified in this rule shall be followed. If the assembly has not been correctly installed or completed the Utility shall notify the customer in writing, listing the deficiencies found. The Utility shall discontinue water service from the public water supply if the Utility requirements are not met.

W-6-06 B. 7 It shall be the duty of the customer at any premise where BFPs are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year thereafter. These tests shall be at the sole expense of the Customer and shall be performed by Utility personnel or by a certified tester approved by the Utility. These assemblies shall be repaired, overhauled or replaced at the expense of the customer whenever the assemblies are found to be defective. Records of such tests, repairs and overhaul shall be kept by the Customer and provided to the Utility.

*Note: Any type of Double Check Valve assembly is **NOT** approved for use in the Los Alamos County DPU water system.*

Domestic Service

Existing approved BFP: No, Thermal Expansion Control: No

Water uses: Multiple water uses

Freeze-Proof Yard Hydrant: No

Corrective Action: Install an approved Reduced Pressure Assembly at the Domestic service connection or at a location approved by the County.

Install at specific location: At meter location.

Fire Protection Service

Existing approved BFP: No

Corrective Action: Install an approved Reduced Pressure Assembly at the Fire Protection service connection or at a location approved by the County.

Install at specific location: At service connection.

Lawn Irrigation Service

N/A

List of all existing Backflow Prevention Assemblies:

Mfr: Wilkins, Mod: 975 XL2, Size: 2", **SN: Unknown**

Mfr: Watts, Mod: 007M1-QT, Size: 1-1/2", **SN: Unknown**

General Notes: No Previous access to mechanical room. Domestic DC bypassed - bypass closed with SO 1 & 2 open. Remove DC and install new RP directly downstream of water meter with no connections in between. Re-inspected 10-11-23 with Sean and maintenance man.