

LOS ALAMOS COUNTY  
PROCUREMENT DIVISION

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

(505) 662-8127

Advertised: **June 18, 2024**

Closing Date: **July 9, 2024**

Non-Mandatory Pre-Proposal Conference: **1:30 p.m. Mountain Time June 25, 2024**

Request for Proposals ("RFP")

RFP Number: 24-81

RFP Name: On-Call Utility Electrical Engineering

GENERAL INFORMATION



1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP24-81 On-Call Utility Electrical Engineering Services.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Kat Brophy](mailto:Kat Brophy), Management Analyst at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) to confirm the Proposal was received.

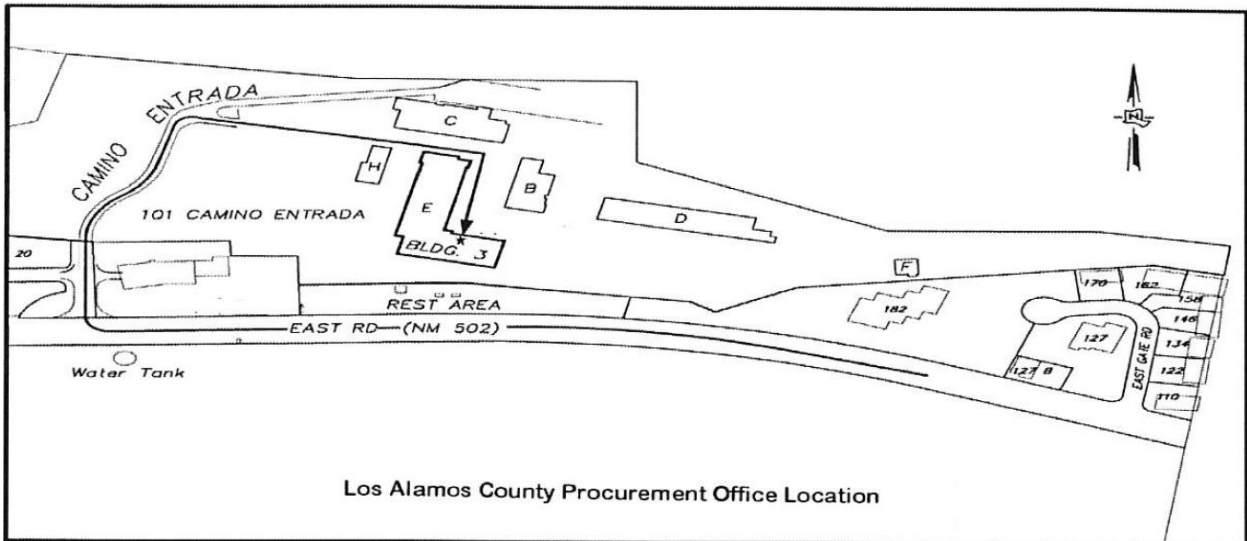
The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, July 9, 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, July 9, 2024** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
4. Directions to Procurement office:
  1.  Drive WEST on NM-502 to Los Alamos.
    - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
  2.  Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.
- ➔ 3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
- Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



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

10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to **seven** (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. The County contemplates a multiple source award. A multiple source award is an award of a contract for one or more similar goods or services to more than one Offeror. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
13. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
14. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.
15. ***A non-mandatory Pre-Proposal Conference will be held Tuesday, June 25th, 2024, at 1:30 p.m. MT. Please email Kat Brophy at [kat.brophy@lacnm.us](mailto:kat.brophy@lacnm.us) for a copy of the meeting link.***

## **CONTACT INFORMATION**

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

<https://lacnm.com/bids>

## **NEED STATEMENT**

Los Alamos County Department of Public Utilities ("DPU") is soliciting proposals for On-Call Utility Electrical Engineering Services by qualified New Mexico Professional Engineering Offerors. Offerors will provide engineering services for designs, engineered stamped drawings, perform electrical studies, produce reports, clean, test, and maintain electrical distribution equipment, and generate compliance reports in a manner compliant with public utility regulations.

## **BACKGROUND**

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

The County operates a 12.47KV distribution system in White Rock and a 13.2KV distribution system in Los Alamos; both systems are 3 phase 4 wire WYE. The County’s distribution system is approximately 67% underground (UG) and 33% overhead (OH). The three-phase primary UG feeders are mainly 600 amp utilizing 500 mcm alum electrical power requirement (EPR) cable. The 200-amp primary UG system is mainly 1/0 alum with some 4/0 alum three phase primary segments. The OH primary system is mainly CWC with extensive 2 wire phase-to-phase transformer feed configurations. New feeders are constructed with standard Aluminum Conductor Steel Reinforced (ACSR) conductor; 477 for critical OH feeder segments and varying sizes for the remaining feeder segments including 4/0, #2 and #4 ACSR.

The County has one 115KV to 12.47KV / 7.2KV substation in White Rock with dual substation 7.5 Mega Volt Amp (MVA) transformers and dual 15KV Metal Enclosed Switchgears (MES). In Los Alamos, the Townsite substation consists of a 13.2KV – 7.62KV MES with no substation transformer. A second, Los Alamos Switch Station (LASS) substation is tentatively scheduled to be commissioned and energized in 2023, and also does not contain a substation transformer. The Townsite and LASS substations will be powered by the Los Alamos National Laboratory (LANL) TA-3 Substation where the 30/56 MVA transformers reside.

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

**INFORMATION RELATED TO THE SCOPE OF WORK**

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

Advertise RFP	June 18, 2024
Pre-Proposal Meeting	June 25, 2024
Date Proposals are Due	July 9, 2024
Proposal Evaluation, Selection, and Contract Preparation and Review Period	July 10, 2024 through July 19, 2024
Board of Public Utilities Approval	August 21, 2024
Award Contract/Council Approval (TBD - Council Approval required for agreements of \$300,000. or greater.	August 27, 2024

**SCOPE OF SERVICES (or WORK)**

1. **Generally.** The County requires On-Call Professional Utility Engineering Services by qualified New Mexico Professional Engineering Offeror for engineering services, as provided below. All services shall be provided in a manner compliant with public utility regulations. Services shall include but not be limited to the following:
  - a. **Engineering Services**
    - i. Produce and Provide engineer stamped project drawings for Electric Distribution Utility projects such as substation, underground, overhead, microgrids, solar arrays, and protection

- ii. Commission and acceptance testing of utility system electrical equipment to ensure systems have been properly installed and function to meet the design intent.
- iii. Design and implement microgrid solutions to help with resilience of the system
- iv. Design, implement, troubleshoot Photovoltaic systems for utility scale implementation and maintenance
- v. Design and implement grid modernization techniques to modernize the Distribution system by incorporating new technology and successful practices proven to work by other electric utilities into the Los Alamos Electric Distribution system
- vi. Consultant for electric distribution systems for design, troubleshooting and solutions guidance

**b. Electrical System Studies – Successful Offeror shall perform:**

- i. Arc flash risk analysis to determine additional protections needed, minimum approach distances, PPE required
- ii. Electric rate studies to determine rate structure in County to provide a revenue range to maintain, operate, upgrade the electric distribution system to ensure reliability and safety
- iii. Power Factor studies to determine power quality throughout the electric distribution system, and with that data determine corrective solutions
- iv. Short Circuit studies to determine the magnitude of currents that will occur during an electrical fault to include comparison of information to ratings of equipment in the field and protection devices
- v. Distribution System Analysis to analyze, simulate, and optimize the electric distribution system
- vi. Coordination studies to ensure that protective devices operate in a coordinated manner in the event of a fault or overload
- vii. System integrity studies to verify system files, configurations, and system settings

**c. In person and remote trainings – Successful Offeror shall provide training on the following:**

- i. Operation of equipment to train employees how to use system connected equipment and devices
- ii. Job Safety training on safe operation of installed Utility equipment as identified in specific Task Orders.
- iii. Interpretation training on schematics, provided by Offeror, related to installed Utility equipment

**2. Provide Substation and Field Equipment Compliance and Maintenance Services**

Los Alamos County Electric Distribution currently deploys Eaton, ABB, Square D, Siemens, Schweitzer, S&C, and G.E. brand equipment in the field and substations that require yearly testing and maintenance. Much of this equipment is safety equipment that needs to be maintained periodically to ensure a safe and reliable system.

Offerors will be required to have and maintain the following:

- a. Appropriate qualifications and licensure to test and maintain Eaton, ABB, Square D, Siemens, Schweitzer, S&C, and G.E. brand equipment.
- b. Appropriate qualifications to perform work on substation equipment rated 115k volts to 15k volts
- c. Appropriate qualifications to perform work on 15k volt field equipment: switch cabinets, transformers, vaults, overhead system equipment, and underground system equipment

3. **Setup a long-term maintenance program that includes:** Offerors will be required to establish and provide a maintenance program for DPU Electric Distribution system as follows:
- a. Electric equipment survey of substation site equipment
  - b. Electric/Mechanical equipment Cleaning
  - c. Electric/Mechanical equipment Maintenance
  - d. Electric/Mechanical equipment Testing
  - e. Electric/Mechanical equipment Acceptance Testing
  - f. Electric/Mechanical equipment Replacement
  - g. Electric/Mechanical equipment Installation Support
  - h. Electric/Mechanical equipment Compliance Reports
  - i. Electric/Mechanical equipment Oil Samples
  - j. Electric Distribution old equipment disposal

### **CONTRACTOR QUALIFICATIONS**

The Contractor shall be a qualified NM Electrical Professional Engineer with extensive experience in 115KV electrical transmission and 15KV distribution engineering; 115KV - 15KV substation design and commissioning; 15KV distribution system planning; and 15KV construction design of power distribution in accordance to RUS Standards

**WORKER SAFETY;** Drug and Alcohol Testing. Contractor may be required to implement and maintain a drug and alcohol testing program meeting or exceeding local County Code requirements and State and Federal Department of Transportation rules and regulations. The need will be determined on a Task Order basis, by County Project Manager. Contractor shall provide to County a copy of its current drug and alcohol policy and any amendments to the County's Project Manager upon request.

### **TASK ORDER PROCESS**

1. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) weeks' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
2. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each Request for Quote(s) shall identify the services required, generally describe the project and provide a timeline for Project completion. A Request for Quote(s) may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample Task Order is provided as Exhibit G.
3. Upon the County's issuance of a Request for Quote(s), Contractor shall provide a written, itemized Quote for the task(s), and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the billing classification and hourly rate to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to this Agreement and not compensable.
4. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work on any particular phase / task only upon receipt of the Approved Task Order. The Contractor will be required to begin using the requirements detailed in the



- Task Order and move through the various design phases. Task Orders shall be numbered sequentially (TO1, TO2, etc.)
5. If the Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. Modifications shall follow the previous nomenclature with letters following (TO1A, TO1B, etc.) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
  6. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Sub-contractors are the responsibility of the Contractor.
  7. The Agreement will not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written Request for Quote(s) is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quote(s) as needed.
  8. The amount payable by County shall in every instance be based on time actually spent and services satisfactorily rendered or as the percentage at the payment schedule applicable to the phase, in an amount not to exceed the maximum amount shown on the approved Task Order by phase. "Satisfactorily rendered" includes but is not limited to items such as timeliness of the various deliverables, completeness, re-work needed to bring the submitted packages up to desired completeness, etc.
  9. Contractor may be required to attend Council and other public meetings. The County shall identify the meetings and the Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. In the event that it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County, accordingly, based on the hourly rates as agreed.

## **PROPOSAL REVIEW AND EVALUATION**

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

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

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score.

If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

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

## **AWARD OF SOLICITATION**

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

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

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

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

## **ILLEGAL ACTS**

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

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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



## VERIFICATION OF AUTHORIZED OFFEROR

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

## PROPOSAL FORMAT

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

Offerors shall include, but need not be limited to, the following five (5) components (in addition to the attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below. Information provided for this, and the following sections may be used in the contract between the successful Offeror and the County.

### 1. Introduction and Statement of Qualifications

Offeror shall describe the unique qualifications of their organization in providing these services.

### 2. Scope of Services

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

### 3. References

Provide three (3) References; 1 for substation equipment maintenance, 1 for electric system studies , and 1 for Project with engineered stamped design. Reference contract information should include the following:

- a. Contact Name and Company;
- b. Address;
- c. Phone Number
- d. E-mail Address

### 4. Maintenance Schedule for Electric Distribution System

Provide long-term maintenance program for DPU Electric Distribution system that includes:

- a. Electric equipment survey of substation site equipment
- b. Electric/Mechanical equipment Cleaning
- c. Electric/Mechanical equipment Maintenance
- d. Electric/Mechanical equipment Testing
- e. Electric/Mechanical equipment Acceptance Testing
- f. Electric/Mechanical equipment Replacement
- g. Electric/Mechanical equipment Installation Support
- h. Electric/Mechanical equipment Compliance Reports
- i. Electric/Mechanical equipment Oil Samples
- j. Electric Distribution old equipment disposal

5. **Cost** – *Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.”*

- a. Using Offerors own document or Exhibit “F” propose costs for all services by labor classification, defined clearly in individual line items, and any optional services clearly defined as “Optional” where indicated.
  - b. Provide costs for all services (including optional services) for all seven (7) years of the term of the agreement. Offerors may propose annual cost escalators for future years of the agreement. County will consider, but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index or Fuel Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose.
  - c. If direct or reimbursable costs are proposed, please note them as such in individual separate line items to facilitate the evaluation of these types of costs. If travel costs are proposed as direct reimbursable costs, Offeror’s should note the County’s travel guidelines provided in Exhibit “F” and note any deviations or exceptions proposed by Offeror.
6. Appendices (Forms, Resumes, etc.).
  7. Valid Licenses, Permits, Trainings and Certificates as applicable

**DOCUMENTS TO SUBMIT WITH PROPOSAL**

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

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

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	Experience/Qualifications in working with electric distribution systems as per section 1 of Proposal Format	<b>30</b>
<b>2</b>	Description of services offered and ability to provide services listed in Scope of Services as per section 2 of Proposal Format	<b>25</b>
<b>3</b>	References	<b>5</b>
<b>4</b>	Maintenance Schedule for Electric Distribution system	<b>10</b>
<b>5</b>	Quality and completeness of submitted proposal, as requested in items. 1 through 4 of Proposal Format.	<b>10</b>
<b>6</b>	Cost of services section 4 of Proposal Format	<b>20</b>
	<b>Total Score</b>	<b>100</b>

Exhibit A  
SAMPLE SERVICES AGREEMENT  
RFP NO: 24-81  
On-Call Utility Electrical Engineering Services

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

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

**WHEREAS, [FOP RFP'S]** -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP; and

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

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

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

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

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

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

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

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

**SECTION C. COMPENSATION:**

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

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

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

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

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

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless

County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

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

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

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

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

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

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal



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

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

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

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

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

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

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

**SECTION U. TERMINATION:**

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

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

County:

**Project Manager**

Incorporated County of Los Alamos

**Address**

Los Alamos, New Mexico 87544

**E-mail:**

Contractor:

**Title**

**Company**

**Address**

With a copy to:

County Attorney's Office

1000 Central Avenue, Suite 340

Los Alamos, New Mexico 87544

**E-mail:**

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

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

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

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

OR

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

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

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

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



**Exhibit B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 24-81  
On-Call Utility Electrical Engineering 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:24-81**  
**On-Call Utility Electrical Engineering 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.)

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

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit D**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 24-81**  
**On-Call Utility Electrical Engineering Services**

**\*This document should be returned with RFP submittal.\***

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

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

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

Are you requesting Preference?

YES

NO

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

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

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

\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City State Zip Code

\_\_\_\_\_  
Physical Address City State Zip Code

\_\_\_\_\_  
Telephone No.

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

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

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

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

**Exhibit E**  
**COST SUMMARY SHEET**  
**RFP NO: 24-81**  
**On-Call Utility Electrical Engineering Services**

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

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

Provide the Standard Billing Rate Schedule for the years below. The Proposer/Offeror can submit its own attachment separately, if more space is required. Proposer/Offeror's proposal in response to other elements of this RFP (in addition to price) should be provided on Proposers/Offeror's own document.

	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate	Year 6 Hourly Rate	Year 7 Hourly Rate
Billing Classification							

Reimbursable Expenses. The following are the only reimbursable expenses under this Agreement, and which does not include annual increases:

<b>Equipment</b>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Vehicles							
GPS Equipment							
UAS							
Testing Equipment							
UTV							
ATV							
<b>Expenses</b>							
Per Diem							
Lodging							
Meals							
FedEx, UPS, USPS							
Other Costs							

**\*Travel Guidelines:**

Contractor should note that they will be expected to adhere to the Travel Guidelines described below, which shall be included in the Agreement with the Offeror.



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

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

Travel Expenses not allowed are as follows:

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

**Exhibit F  
RFP24-81  
On-Call Utility Electrical Engineering Services**

**Sample Task Order**

COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT

Contractor Name  
SERVICES AGREEMENT: AGR24-XXX

Task Order No.: X

**Date Prepared:** *Month, Day, Year*

**Task Order Project Title:** Name

**Job Cost #:** *XX-#### This is a DPU completed value telling admin where to charge the cost.*

**Task Order DPU Project Manager:** Name *This is a DPU item for identifying the DPU project manager.*

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Task Order ASW Contact:** Name

**Phone:** (###) ###-####

**Email:** name@lacnm.us

**Scope of Work:**

*This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below.*

**Start Work Date:** ##/##/####

**Complete Work By:** ##/##/####

**Estimated Total Cost: (not to exceed amount):** \$ 0.00

**GRT:** \$ 0.00

**Final Estimate:** \$ 0.00

Current Agreement Total Value	\$	GRT	\$ 0.00
Total Value of all Task Orders to date, including this task order	\$ 0.00	GRT	\$ 0.00
Remaining Agreement Total Value	\$	GRT	\$ 0.00

**SIGNATURES**

\_\_\_\_\_  
**DPU Project Manager**                      **Date**

Name: \_\_\_\_\_  
**Print**

\_\_\_\_\_  
**Contractor**                                      **Date**

Name: \_\_\_\_\_  
**Print**

\_\_\_\_\_  
**DPU Deputy or Manager**                      **Date**

Name: \_\_\_\_\_  
**Print**

*NOTE: Deputy Manager can sign for up to \$50,000.00. Utilities Manager must sign for over \$50,000.00. Board of Public Utilities must approve for over \$100,000.00. County Council must approve for over \$300,000.00.*