

**LOS ALAMOS COUNTY**

**PROCUREMENT DIVISION**

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

**(505) 662-8056**

**Advertised: April 8, 2018**

**Closing Date: May 3, 2018**

**Request for Proposals ("RFP")**

**RFP Number: 18-46**

**RFP Name: Visitor Center Operations and Management**

**GENERAL INFORMATION**

- Sealed proposals in **one (1)** clearly labeled unbound original, **four (4)** bound paper copies, and **one (1)** electronic version on a USB flash drive or CD, will be received at the Office of the Purchasing Agent, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Thursday, May 3, 2018** for this solicitation. Clearly mark the RFP Number and Name on the outside of the sealed proposal. 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, the information provided in the written response shall govern. 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.

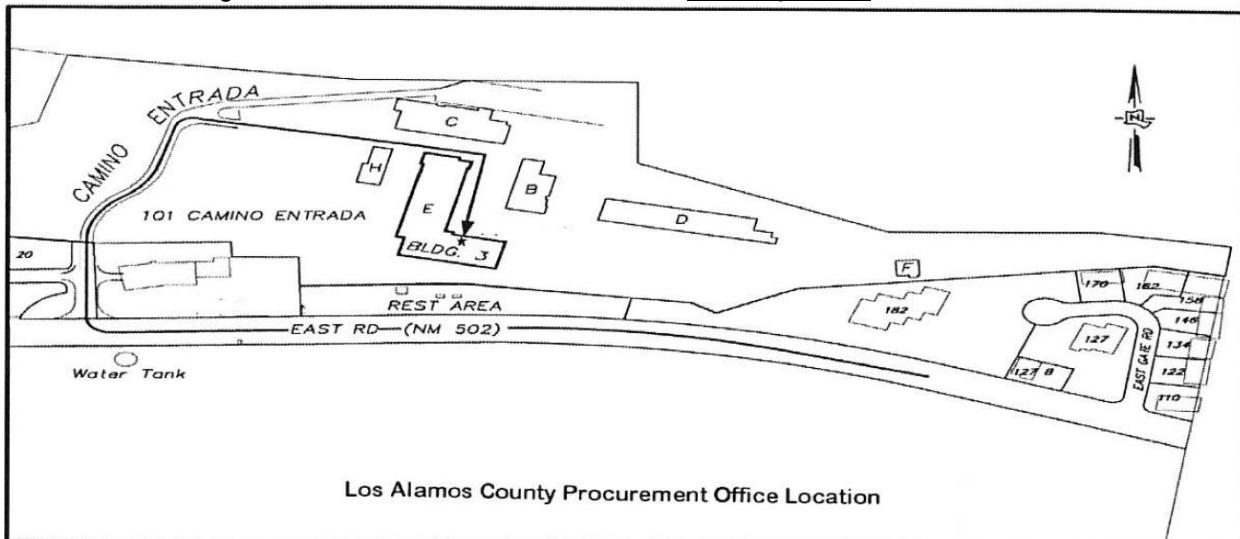
 2. Turn RIGHT on Camino Entrada.
 

- Road slopes downhill and curves to the right.

 3. Take second RIGHT in to 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.



2. 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 No Proposal may be withdrawn after the scheduled closing time.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.
3. 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.
4. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
5. 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.
6. 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.
7. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of one (1) year, with renewals or extensions for up to two (2) consecutive one-year periods.
8. Proposers are notified that they must propose pricing for each potential year of the contract.
9. 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.

## **CONTACT INFORMATION**

1. For project-specific information, contact [Linda Matteson](mailto:linda.matteson@lacnm.us), at [linda.matteson@lacnm.us](mailto:linda.matteson@lacnm.us); (505) 662-8086.
2. For procurement process information, contact [Carmela Salazar](mailto:carmela.salazar@lacnm.us), Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 662-8056.

## **NEED STATEMENT**

Council is seeking contractor(s) to provide specific services that support a consistent, positive visitor experience in Los Alamos County at every established portal, including but not limited to the visitor website and all aspects of visitor center signage, exhibits, facilities, services, processes, logistics and staffing support. Services shall include operation and management of two Visitor Centers; distribution of information to orient visitors to the community and its cultural, historic, scenic, recreational and commercial offerings in a positive and proactive manner; support tourism and destination promotions; and providing a positive visitor experience. Contractor shall maintain records of expenses, supplies and visitor origin/destination/activity data.

## **BACKGROUND**

Situated at the base of the Jemez Mountains in beautiful northern New Mexico, Los Alamos is a town of about 18,000 residents which includes the community of White Rock. Having grown out of the Manhattan Project in the 1940s, the community is known worldwide for its scientific and technological accomplishments. Los Alamos offers a fascinating legacy of world-changing science and technology, an

international population, world-class cultural activities, uncommon high-altitude recreational opportunities and small town friendliness - all in a spectacular natural setting.

At 7,245 feet altitude, Los Alamos is “big pine” country, providing a wealth of high altitude recreational resources, including:

- Pajarito Mountain, located five (5) miles from downtown Los Alamos, accommodates downhill and cross-country skiing, snowboarding and snowshoeing in the winter, mountain biking in the summer and fall, and hiking year-round;
- Los Alamos County Golf Course, an 18-hole, par 72;
- Larry R. Walkup Aquatic Center, featuring a 50-meter, Olympic-size pool (used by Olympic athletes from around the globe), a therapy pool, and scheduled events and activities;
- Los Alamos County Ice Rink, the only refrigerated, NHL regulation, outdoor ice rink in New Mexico; and
- More than 150 miles of County network and U.S. Forest Service trails that traverse through and around Los Alamos.

Cultural activities abound with concerts, art fairs and exhibits, lectures, festivals, dance performances and theater events scheduled throughout the year. There are several tourist attractions in the County which include:

- Bradbury Science Museum
- Los Alamos Nature Center
- Los Alamos History Museum
- Fuller Lodge and Art Center
- Ashley Pond Park
- Historic Walking Tour
- Mesa Public Library Art Gallery

The downtown area of Los Alamos is designated as a MainStreet District, as well as one of the few Creative Districts in the nation by the State of New Mexico. Programs for each district provide for many of the unique events at businesses and attractions in Los Alamos’ town center.

The Los Alamos MainStreet District and Program is designated and accredited by the New Mexico MainStreet (NMMS) program, under the New Mexico Economic Development Department. The Los Alamos Creative District is designated and accredited by New Mexico MainStreet, Department of Cultural Affairs divisions: New Mexico Arts and Historic Preservation, Tourism Department, and the McCune Charitable Foundation. The New Mexico Arts Commission is the state authorizer for new Arts & Cultural Districts while New Mexico MainStreet administers the program.

Los Alamos MainStreet’s mission is to create a strong economic business climate while preserving cultural and historic resources. Two MainStreet Economic Transformation Strategies that align with Los Alamos’ tourism strategies are: 1) Promote and encourage niche tourism by capitalizing on Los Alamos’ historic and scientific significance; and 2) Create a strong entrepreneurial support environment.

Both programs are funded, in part, by Los Alamos County’s Economic Development Division via a sole source contract with Los Alamos MainStreet, a program of the Los Alamos Commerce and Development Corporation. For MainStreet, LACDC conducts meetings with the MainStreet Futures group of local business interests, administers promotion grants for local events and organizations within the District and executes County-directed programs, projects and community events (e.g., Halloweekend, WinterFest), as well as the County’s signature event: ScienceFest. For the Creative District, LACDC curates, coordinates and executes events in the District that capitalize on the strong influence of science and history on Los Alamos’ arts and culture scene.

Los Alamos MainStreet (LAMS) has applied with NMMS to expand the MainStreet District to include the White Rock center via a non-contiguous border. LAMS was recently granted an expansion of the Creative District’s western border to include the Los Alamos Nature Center and the Reel Deal Movie Theater.

Additionally, Los Alamos is also the “Gateway to Three National Parks”: Bandelier National Monument (BNM), Valles Caldera National Preserve (VCNP) and Manhattan Project National Historical Park (MPNHP). VCNP and MPNHP were both established in 2015.

One of the County Council’s key strategic leadership priority areas is building the local tourism economy. To support that effort, Los Alamos County, along with a consultant, embarked on an eight-month strategic planning process. The result of this process was a Tourism Strategic Plan that was accepted by the County Council in February 2018. The final plan provides a strategic framework with goals and tactics that will guide and provide direction to the County as we optimize tourism economic development. The plan recommends a focus on the three strongest components of Los Alamos’ tourism offerings—outdoor recreation, history and science. This complete plan is available at [www.losalamostourismplan.com](http://www.losalamostourismplan.com) .

Currently, the County contracts for the operation and management of the County’s two visitor centers. The service agreement includes: visitor assistance, distribution of visitor information, management of a visitor website and social media sites, as well as coordination with specific state and regional tourism advertising and marketing efforts. The Visitor Contractor also is responsible for collecting and reporting data from visitors at the centers, the website and the Facebook page. The County also contracts for Tourism marketing services. Close collaboration and coordination between the contractors that provide visitor center operations and management and tourism marketing are critical to the County’s goals and objectives for developing and increasing tourism.

Both contracts are administered and managed by the County’s Economic Development Division, and funded by Lodgers’ Tax revenues and the Economic Development Fund.

The Tourism Marketing and Visitor Center contracts are also provided guidance from the Lodgers’ Tax Advisory Board (“LTAB”), appointed by the County Council and charged with advising the County Manager and Council on the expenditures of 5% Lodgers’ Tax received from the local lodging establishments for advertising, publicizing and promoting tourist attractions and facilities in and around the County. Per State statute and County code, the five LTAB members represent the lodging industry, tourist-related industries and the community “at large”. LTAB meets monthly and provides the forum for discussion of trends, needs and strategies for developing the tourism industry in Los Alamos. Both the Tourism Marketing and Visitor Operations and Management contractors attend all meetings (either in person or remotely) to discuss strategy and present ideas and plans for creative.

The County brand, approved by the Los Alamos County Council in 2016 and defined below, is being implemented according to a Brand Action Plan (approved by Council in April 2017), with guidance from the Brand Style Guide and the BrandPrint™ research report. A service agreement is currently in place with HK Advertising and The Idea Group for Brand Implementation services. Marketing of the brand to the local community, tourists and other visitors, and prospective new talent and businesses, is supported over the next five (5) years with funds earmarked in the Economic Development budget.

## **BRAND PLATFORM STATEMENT**

**Target Audience:** For those who never stop questioning what’s possible.

**Frame-of-Reference:** Los Alamos County, in the elevated outdoors of northern New Mexico and home to the Los Alamos National Lab.

**Point-of-Difference:** Is where some of the world’s best brains power the breakthroughs that shape our world.

**Benefit:** So you are challenged to think bigger and live brighter.

## BRAND LOGO AND STRAPLINE



Balance logo is shown below:



# LOS ALAMOS

To access reports and additional information, visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visitlosalamos.com](http://www.visitlosalamos.com)).

## SCOPE OF SERVICES

Los Alamos County requires visitor orientation services by an independent contractor through management of two visitor centers, a visitor website and social media, materials distribution, fulfillment of visitor guide and materials requests from the public, cooperative activities with the County's Tourism Marketing Services contractor and other partners, as well as reporting, assessment and strategic functions and activities to monitor performance and return on investment.

### A. Visitor Center Management

#### 1. Physical Locations

Contractor shall manage and operate visitor centers at two (2) physical location(s) within the County: The White Rock Visitor Center ("WRVC"), a County facility located in White Rock, north of State Road 4 and west of the White Rock Fire Station 3 at physical address 115 State Road 4, and one to be selected and secured by the Contractor at the Los Alamos Townsite ("Townsit"), in or near the Downtown area. The selection of the Townsite location shall support the initiatives stated in the Los Alamos Tourism Strategic Plan. Both locations must be located and signed so that they are easy for tourists to find.

#### 2. Space Standards and Operations

- a. Visitor Experience. Contractor shall provide customer service staff and/or volunteers that are trained as representatives of Los Alamos County and employ a welcoming, interesting and efficient interaction with visitors, and clean, updated, well-maintained space, engaging orientation (format, signage), and staff services customized to the individual needs and interests of each visitor. County shall have the ability to evaluate quality of space and services and request changes and/or provide alternative space in future years of contract, upon providing adequate notice.
- b. Exterior Requirements. The Proposed Townsite space must substantially meet the following requirements:
  - (1) A minimum net usable space of 1000 square feet;
  - (2) Class B (or better) office building space requirements, as defined by allBusiness.com and other commercial real estate sites as "...highly functional, well-located facilities more than 10 years old. Class B buildings generally feature a less desirable design and infrastructure than Class A buildings, although a well-located B building can be renovated and reclassified as Class A so as to provide well-maintained, aesthetically pleasing, well-lit visitor facilities with staff access to phone, computer and copying services and a kitchenette, as well as public access to bathroom and Wi-Fi;
  - (3) Signage that is prominent and meets requirements of the Los Alamos County Sign Code. Contractor shall be responsible for coordinating with the appropriate County departments to complete and process the sign permit application (including payment of all fees), as well as installation of the signs;  
For more information, go to [www.losalamosnm.us](http://www.losalamosnm.us), Popular Links, Municipal Code/Charter, Part II-Code of Ordinances, Chapter 16-Development Code, Article X. Signs.
  - (4) Access to a storage facility or area (either within the building or at another site) of at least 100 square feet that accommodates delivery, storage and retrieval of up 1,000 30lb. boxes (approximately 11 skids) of visitor guides and other visitor materials; and
  - (5) Parking area with space accommodations, directional signage and access for at least three (3) recreational vehicles or buses, and other travel-related vehicles, plus designated ADA parking.
- c. Interior Requirements. Visitor assistance area, including: materials displays, exhibits, a greeting area, a desk with a phone and materials for staff to receive and document visitor calls; one (1) administrative office; one (1) storage area; and clean, easily accessible bathroom(s).
- d. ADA. The visitor assistance area, bathroom(s) and parking access must meet ADA requirements.

3. Operations and Maintenance

- a. Terms and Conditions For Both Visitor Center Facilities ("Premises"):
  - (1) The Premises shall be used as a tourist information center and office space in connection with the activities related to advertising, publicizing and promoting tourist related attractions, facilities, events, as well as hospitality and business services.
  - (2) County reserves the right to inspect the work and activities of the Contractor in connection with its use of the Premises, at such times and in such a manner as the County may deem reasonably appropriate.
  - (3) Contractor shall take all reasonable precautions with its use of the Premises to reasonably protect the health and safety of the public or any person or persons using or occupying the Premises, and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection rules, laws, regulations and requirements of the County, and any other pertinent regulatory body.
- b. Contractor shall reasonably prohibit smoking within the enclosed or public Premises used or occupied by Contractor during the performance of the Agreement in accordance with provisions

of the Code of the Incorporated County of Los Alamos. The Contractor shall not allow smoking within 25 feet of the building's entrance.

- c. Contractor shall be responsible for janitorial or custodial services to include cleaning supplies and toiletries, as needed.
- d. Premises shall be used by the Contractor only for the designated use as prescribed by this solicitation.
- e. Contractor shall coordinate routine building maintenance and landscaping maintenance issues directly with Lessor/County.
- f. Contractor shall submit maintenance requests for any non-routine maintenance in writing to the County Contract Manager or designee for County-owned property, and proactively contact private owners if non-routine maintenance is required on non-County property.
- g. Contractor shall notify County Contract Manager (or designee), plus 311 and 911 (in case of emergency) regarding any disruption or change(s) to expected visitor center services, including website and other scheduled activities.
- h. Offeror shall provide monthly detailed cost breakdown for Contractor-provided Townsite space, maintenance and all other costs associated with operating and maintaining the visitor centers, including but not limited to operational costs, office supplies, janitorial and telephone services.
- i. Contractor shall be responsible for all costs for office supplies, janitorial and telephone services for the visitor centers and their seasonal demand. The Contractor will provide janitorial services necessary to maintain clean and attractive facilities and telephone access necessary to maintain satisfactory levels of customer service.
- j. Contractor shall at all times maintain and have in effect the County required insurance limits and shall name the County as "Additional Insured."
- k. Contractor shall Hold Harmless and represent the County with respect to its operations, including injuries on its Premises in Los Alamos and White Rock.

#### **B. Provide Visitor Assistance Services**

The Contractor shall recruit, hire, train and develop sufficient and effective employees and/or volunteers to staff the two (2) visitor centers. Current staffing consists of at least two (2) people being available during operating hours at each visitor center. Contractor shall:

1. Provide staffing necessary to assist visitors and potential visitors via telephone, e-mail, internet posts and in person. Employees and volunteers must: be sufficiently knowledgeable about the area and actively and positively promote visitor-related attractions, facilities, and events within Los Alamos County and the related tourism area; be courteous and friendly in all interactions; conduct short surveys; collect visitation data; and make every effort to respond to visitors' requests for information, including consulting the Internet, colleagues/contacts and any other resources. Random, independent audits by the County may be used to ensure that quality visitor promotional service is being provided.
2. Provide mandatory training at least two (2) times per year, and as necessary with any new staff members, to keep staff up-to-date on the County's customer service expectations, as well as new or changed hospitality and attractions services.
3. Keep the visitor centers open every day and for the times outlined below, except the following three (3) major holidays: Thanksgiving Day, Christmas Day and New Year's Day, providing notice of holiday closures at all times on available communications tools, including signage, materials, website, Facebook, outgoing phone messages, and any other interfaces that visitors may encounter.
4. Maintain at each facility at least one (1) published local telephone line and one (1) published toll-free phone number for visitor inquiries that is answered year-round. After hours, an answering service shall be available to provide hours of operation, website address, and ability to leave messages for the potential visitor to receive a call-back within a 24-hour period, with the exception of major holidays (B. 3. above), snow closures, and/or upon the County's designated request or approval. For all closures, selected Contractor shall post signs and messages on all visitor

information interfaces, including visitor center doors, outgoing voicemail message(s), Facebook or other social media forums, website, and any other applicable interface.

5. Provide and pay for any and all telephone charges, including installation, line and long distance charges, and costs for phones and related equipment.
6. Establish and pay for Internet service facilitating communication between visitor center offices.
7. Provide and pay for Internet service that is accessible to the public (at no cost).
8. Agree upon a set schedule to provide service, seven (7) days per week (except circumstances listed under item B. 3. above):

(a) Los Alamos Visitor Center	
Monday through Friday:	9:00 a.m. to 5:00 p.m.;
Saturday:	9:00 a.m. to 4:00 p.m.; and
Sunday:	10:00 a.m. to 3:00 p.m., except holiday closures.
(b) White Rock Visitor Center	
High Tourist Season:	Friday preceding Memorial Day Weekend through Oct. 31;
Every Day:	8:00 a.m. to 6:00 p.m.; except holiday closures;
Low Tourist Season	Nov. 1 through the Thursday preceding Memorial Day; and
Every Day:	10:00 a.m. to 2:00 p.m.; except holiday closures.

**C. Destination Development and Marketing**

**1. Visitor Center Facilities Organization and Promotional Exhibits**

Contractor shall work with County to conduct a review of both visitor center facilities to confirm exclusive and effective use of space for attracting, engaging, informing, orienting and otherwise assisting visitors in a positive, customized and meaningful experience in Los Alamos. Offeror is also encouraged to propose use of the space to make the visitor experience representative of the community assets and user-friendly to visitors.

**2. Visitor Information Distribution**

Contractor shall display, distribute and maintain sufficient quantities of visitor information, including but not limited to Los Alamos County's official Visitor Guide and all other area attractions, both within Los Alamos County and throughout the State of New Mexico. Contractor shall also fulfill potential visitor requests via e-mail, mail and telephone.

- a. Contractor shall work with businesses, non-profit organizations, and other entities to ensure a minimum of five (5) locations to be points of distribution for the Los Alamos Visitor Guide, including any visitor centers in key locations that may refer visitors to Los Alamos; then monitor these distribution points once a week to ensure that all contain a minimum of twenty (20) Los Alamos Visitor Guides at all times.
- b. Contractor shall distribute the Los Alamos Visitor Guide to all State-managed visitor centers throughout New Mexico, and monitor and replenish supplies at these distribution points a minimum of once per month to ensure that each site has a minimum of fifty (50) Visitor Guides at all times.

- c. Contractor shall work in coordination with area attractions to distribute and replenish sufficient quantities of brochures, maps or rack cards to Los Alamos visitor centers and other sites designated in coordination with the County Contract Manager.
- d. Contractor shall coordinate with local event organizers to distribute tourism campaign materials to event participants and other potential visitors.
- e. Contractor shall distribute visitor information, including Visitor Guides, in response to potential visitor requests via phone, internet or mail. Contractor shall document names and addresses of requesters for purposes of documenting origin of requests and shall respond within a maximum 2-week period.
- f. Contractor shall identify all subcontractors to be employed to perform specific tasks to meet the goals of the contract, including tourism materials distribution businesses (e.g., Statewide vendors identified by the New Mexico Tourism Department: Fun & Games, Certified Folder Display Service, Inc., New Mexico Visitor Network), if necessary, for purposes of monitoring and replenishing outside the Los Alamos County region.

### 3. **Visitor Website Establishment/Maintenance**

- a. Contractor shall create a comprehensive, up-to-date Internet site for visitor information which will be the official Los Alamos County visitor/tourism website. The format should be easy to read on all devices as well as in print and be mobile device friendly, per County Contract Manager approval. The site shall use the County's approved community brand logo, colors, and other style elements that identify the visitor advertising as adopted by the tourism marketing plan and the New Mexico Tourism Department's New Mexico True campaign.
- b. The official visitor/tourism website is expected to be maintained and updated to provide current and comprehensive information for prospective visitors. Content shall encourage easy access to all County assets, attractions, events and hospitality services. The website is expected to be easy to navigate and geared to prospective visitors unfamiliar with Los Alamos.
- c. Contractor shall update the site a minimum of every two (2) days per week and include as much timely event information as possible by coordinating with existing program and event information sources, including the County, Los Alamos MainStreet and Creative District programs, New Mexico Tourism Department and fyilosalamos.com. The information should mirror, to the extent practicable, the content in the Visitor Guide, as well as augmenting the site with active links to other visitor-related or Los Alamos sites, including but not limited to the State of New Mexico Tourism Department, Los Alamos County, Pajarito Mountain, Valles Caldera National Preserve, Bandelier National Monument, Manhattan Project National Historical Park, Bradbury Science Museum, Nature Center, History Museum, County lodging establishments and other visitor hospitality businesses.

### 4. **Participation in Partnership Activities**

Per staff direction, the Contractor shall work with the Tourism Marketing Services Contractor, as well as local, regional and state tourism and hospitality entities, as appropriate, to strengthen awareness and support for Los Alamos County as a tourism destination. It is anticipated that Contractor will meet with tourism partners by phone or in person, an average of 1-2 times per month with an average meeting time of 1.5 hours (excluding travel time).

## **D. Performance Reports**

1. **Management Plan.** *Complete within 45 days of contract start date; update annually per direction of Contract Manager.* Contractor to interview County Contract Manager and develop plan for conducting the following aspects of visitor center operations:
  - (a) Facility Interpretation, Operations and Maintenance Plan
  - (b) Customer Service (staffing, training, etc.)
  - (c) Target Operations
    - (1) Bandelier Shuttle Service
    - (2) Local Business Marketing Support

(d) Destination Development and Marketing Activities  
(e) Recommendations for changes/improvements to above.

2. **Data Audit Report.** *Prepare/present annually; Year 1-within 90 days of contract start; Future years-review and update, if requested, by July 1<sup>st</sup> of each fiscal year.*  
Based on industry standards and/or best practices, propose a data audit report format and content. In this report offerer should determine which statistics and/or reports are valuable and what areas need to be changed or improved in order to provide relevant data in a format that will assist the Contract Manager, County Manager and LTAB in identifying trends and making recommendations regarding advertising and marketing investments. Data to be considered include, but are not limited to, the following:

- a. Contractor-Managed Data.
  - (1) Number of visitor inquiries in person, by telephone, through the Internet, and through other visitor request venues, including reader response cards.
  - (2) Information about the visitors, including their groups, places of residence (origin), reasons for visiting, whether or not a first time visitor, etc., mode of transportation.
  - (3) Internet activity reports generated by the Contractor from the Contractor's official tourism website (see C. 3. above).
  - (4) Number of official Visitor Guides distributed to identify distribution points in Los Alamos, the region, and statewide/state-operated visitor centers and kiosks.
- b. Other Visitation Data
  - (1) Visitor numbers from area attractions, including but not limited to: Los Alamos History Museum, Los Alamos Nature Center, Pajarito Mountain, Bradbury Science Museum, Manhattan Project National Historical Park, Valles Caldera National Preserve and Bandelier National Monument, as well as the Los Alamos County Recreation facilities (Aquatic Center, Ice Rink, Golf Course).
  - (2) Contractor shall demonstrate level of effort made to obtain reporting data from area tourism attractions listed above, however, it is recognized that acquisition of monthly data is subject to source organizations' ability and willingness to provide the requested data.

3. **Visitor Trends Reports.** *Prepare/present monthly, reporting on all available visitor data received.*  
Summarize/present the data collected in item D. 2. a. and b. (above), in a monthly report, using a form conducive to trend analysis. These monthly reports should provide the Contract Manager answers at-a-glance to questions such as:

- a. How many visitors did we get this month compared to the same time last year?
- b. How do the County's visitor statistics during the last three (3) months compare to the surrounding attractions' statistics during the same time period?
- c. What are the top three (3) places of origin identified by the data collected from visitors to Los Alamos County visitor centers and/or attractions?

4. **Year in Review Report.** *Prepare/present annually in support of strategic planning and Contract Review meeting(s).*  
Contractor shall aggregate Visitor Trends Reports, presenting data for each visitor center and for monitored attractions in a format that can be readily interpreted by the County Council and general public that demonstrates return on investment ("ROI"), e.g.:

- a. Evaluate Contractor's performance for set time period and according to criteria established in advance and in coordination with Contractor. Criteria shall include, but not be limited to, observation of customer service and visitor center maintenance practices, as well as metrics collected to determine areas of strength and improvement;
- b. Analyze event metrics (including attendance) as well as media utilized to promote various events;
- c. Overall media impressions and individual media impressions;

- d. Reader Response Requests for Visitors Guides, if applicable; and
- e. Various web statistics, including:
  - (1) click through and open rates on broadcast email send outs;
  - (2) page views on the tourism website;
  - (3) average time visitors to the tourism site stay on the website;
  - (4) number of contact forms submitted through the website; and
  - (5) online community growth of agreed upon social media platforms.

5. **Destination Development and Marketing Reports.** *Per Project, e.g., "Pick Infinity" High Altitude Event Support Program.*  
 For each project, at the start, identify project elements, resources and deliverables, as well as ROI measures in terms of attendance, lodging nights, participation. Track all metrics throughout project and summarize in a final report.

6. **Grant Program Applications.** *Frequency dependent upon grant program*  
 Coordinate with Contract Manager, Tourism Marketing Services contractor and grant program source organizations on the application, submittal, execution and reimbursement submittals, if required, for grant programs that assist in the marketing and/or execution of tourism events and promotions. Grant programs currently being executed or considered are the New Mexico Tourism Department Marketing Cooperative Grant and Tourism Development Grant programs

#### **E. Scheduled Meetings and Presentations**

1. **Client Coordination Meetings** (biweekly or as needed). Contractor to meet with County Contract Manager to discuss contract issues.
2. **LTAB or Tourism Implementation Task Force Meetings** (monthly). Contractor to prepare Monthly Visitor Trends Reports (See D.3. above) in advance of the meetings and attend meetings (in person or remotely), as requested, to present and discuss data assessments and other collaborative projects and strategy.
3. **Contract Review Presentations** (up to 2 per year). Contractor shall prepare and present a written report and visual presentation based upon the above-mentioned criteria to the County Manager and staff for evaluation and discussion up to two (2) times per year. This presentation may also be made to County Council.
4. **Strategic Planning Session(s)** (annually, as part of strategic planning process or contract renewal). Contractor shall participate in up to two (2) strategic planning sessions with County, Tourism Marketing Services contractor, and LTAB and/or Tourism Implementation Task Force. Dates will be provided in writing by Contract Manager, generally in conjunction with the development of the annual marketing plan.
5. **Project Coordination Meetings.** (As needed in support of Destination Development and Marketing initiatives).

#### **DELIVERABLES**

Offeror shall use **Exhibit "E" COST SUMMARY SHEET** to propose costs for Visitor Center Operations and Management Deliverables Costs, including the following:

##### **A. Meetings and Presentations**

Offeror to define hourly costs for contract coordination meetings, project coordination meetings, LTAB and/or Tourism Implementation Task Force meetings, contract review meetings, strategic planning sessions, special project meetings, as well as any additional meetings or presentations Offeror recommends to fulfill the contract goals for up to a three (3) year period.

##### **B. Plans and Reports**

Offeror to propose lump sum costs for management plan/updates, data audit reports and updates, visitor trend reports, year-in-review reports, presentations to Council and data development and maintenance project reports, as well as any additional plans or reports Offeror recommends to fulfill the contract goals for up to a three (3) year period.

**C. Facilities Supplies and Service Costs**

Offeror to propose costs for custodial, interpretive/office supplies and hourly or contract costs for cleaning services to maintain clean, attractive and functional visitor centers at both locations.

**D. Facility Square Footage Costs (for Contractor-Provided Los Alamos Visitor Center space only)**

Offeror to provide cost per square footage for space that is proposed to be billed to the contract for exclusive purpose of attracting, engaging, informing, orienting and otherwise assisting visitors in a positive, customized and meaningful experience in Los Alamos.

**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. 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 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.

**PROCUREMENT PREFERENCES**

Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Offeror must provide a copy of state-issued preference certificate if requesting a preference.

**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 shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor 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.

## **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**

In order to facilitate evaluation, please format your proposal in the same order indicated below. Proposals shall address the following items:

1. Firm's and Individual's Relevant Experience: Offeror's name, address, and phone number; general qualifications and capacity to provide the requested services; a listing of Offeror's employees or subcontractors who shall provide the services requested; a summary of Offeror's experience providing tourism/visitor promotion services as requested with a minimum of three (3) references that include a point of contact and phone number.

Financial Sustainability: To the extent available Proposers are encouraged to provide the following financial documents:

- (1) Financial Statements for prior three (3) years;
- (2) Access to audit of financial information on related expenditures; and
- (3) Published Annual Report (current).

In any event, should the County require evidence of financial stability other than what is submitted, the Offerors will be expected to provide such acceptable evidence in order for the Offeror to be considered responsive to this RFP.

2. Facility Establishment and Maintenance: Offeror's plan for providing quality space that is inviting and welcoming to tourists, including a detailed cost breakdown for proposed Contractor-provided space for Los Alamos Visitor Center, as well as use of space at County-provided facility in White Rock. Offeror shall provide location and layout of proposed space. Offeror shall provide a detailed breakout of costs, resources used, and any in-kind services or other funding sources by section with a timeline as outlined in the RFP. Offeror's proposal shall include a detailed description of Offeror's plan to take over these Services as of July 1, 2018, which may include a transition-period plan.
3. Customer Service: Offeror is encouraged to be innovative. County will accept recommendations for replacement or additional deliverables in order to provide for better efficiencies or enhanced services. If applicable, Offeror must specify which tasks it expects the County to perform in order for the Contractor to achieve the services it is proposing.
4. Metrics and Measures: Offeror shall present a strategy and plans for establishing measures, collection processes and reporting to tie visitor operations and management services to new visitors and, potentially, overnight stays.

5. **Familiarity with Los Alamos:** Offeror shall describe organization's experience and familiarity with Los Alamos, relationship with other hospitality and tourism entities within Los Alamos, and the reasons why Offeror should be awarded this contract.
6. **Total Cost:** Costs will be reimbursed monthly through a monthly expenditure report containing in-kind services and other matching grant funds (D. Performance Reports 6. Grant Program Applications, above), if applicable. County has limited funds and staff resources to provide these services and seeks creative ideas for providing services more effectively. A successful program should contribute to producing additional Lodgers' Tax revenue and thus secure funding for future years.

#### RFP Timeline

1. RFP released: April 8, 2018
2. Questions due to LAC by April 23, 2018 at 5:00 p.m.
3. Proposals Due: Thursday, May 3, 2018 at 2:00 p.m. (Mountain Time)
4. Discussions with responsible offerors (if necessary): Week of May 14, 2018
5. Services Agreement to Council: June 2018

#### PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria (description above) and weighted points:

	<b>CRITERIA</b>	<b>WEIGHTED POINTS</b>
1	<b>Firm's and Individual's Relevant Experience:</b> A minimum of five (5) years experience in the field especially noting experience with municipalities; resumes of key personnel that include professional qualifications and their experience in Tourism, Hospitality and Destination Marketing; include their availability for this work	20
2	<b>Facilities Establishment, Maintenance and Operations:</b> Scored on competitive cost for leased space, location selection, operation plan, use of volunteers, and ability to operate visitor centers.	20
3	<b>Customer Service:</b> Innovative ideas for providing excellent customer service and enhancing visitor experience in the visitor centers	20
4	<b>Metrics and Measures:</b> proposed metrics and plan to use metrics to better information operation and management of visitor center; website metrics proposed that will be used to modify and improve visitor experience on website; proposed monthly visitor data report	10
5	<b>Familiarity with Los Alamos:</b> identified actual experience working with Los Alamos County or identified research or knowledge of Los Alamos County	10
6	<b>Cost proposal:</b> Competitive pricing structure that identifies efforts in each area	15
7	<b>Quality of Proposal:</b> all elements included	5
	<b>Total:</b>	100

**Exhibit "A"**  
**SAMPLE Services Agreement**

**RFP NO: 18-46**  
**RFP Name: Visitor Center Operations and Management**

**AGR18-46**



LOS ALAMOS

**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2018.

**WHEREAS** the County Purchasing Agent 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. 18-46 (the "RFP") on April 8, 2018 requesting proposals for Visitor Center Operations and Management, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response");

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

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_;

**WHEREAS**, Contractor will 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:**

- 1. Contractor Services.**
- 2. Deliverables.**

**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 Agreement may be renewed for up to two (2) consecutive one-year periods, 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]* 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 will 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 the 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 will 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 exceeds 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 the 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 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 will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**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. APPLICABLE LAW:** 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**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. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. 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 Q. 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 will 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 R. TERMINATION:**

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

County:

[Project Manager](#)

Incorporated County of Los Alamos

[Address](#)

Los Alamos, New Mexico 87544

Contractor:

**SECTION T. 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 County and Contractor.

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "X." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

OR

**SECTION U. 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. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**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

BY: \_\_\_\_\_

NAOMI D. MAESTAS  
COUNTY CLERK

HARRY BURGESS  
COUNTY MANAGER

DATE

Approved as to form:

J. ALVIN LEAPHART  
COUNTY ATTORNEY

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

BY: \_\_\_\_\_

DATE

**Exhibit "B"**

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

**RFP NO: 18-46**

**RFP Name: Visitor Center Operations and Management**

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

(1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor 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;
- (b) have, within a 3-year period preceding this proposal, 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;
- (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) have within a 3-year period preceding this Application had one or more public transactions (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 Vendor from consideration for award.

(4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

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Date

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Authorized Representative's Signature

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Print Name

---

Print Title

Exhibit "C"

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP NO: 18-46**  
**RFP Name: Visitor Center Operations and Management**

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

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the 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 and fifty dollars (\$250) over the two 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"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 made to the following - COUNTY COUNCILORS: Christine Chandler; James Chrobocinski; David Izraelevitz; Antonio Maggiore; Susan O’Leary; Rick Reiss; and Pete Sheehey.)

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit "D"**  
**VERIFICATION OF AUTHORIZED OFFEROR**  
**RFP NO: 18-46**  
**RFP Name: Visitor Center Operations and Management**

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

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

/

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**Signature and Printed Name of Authorized Offeror**

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<b>Organization's Legal Name</b>	<b>State of Incorporation</b>
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**Email Address**

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**Mailing Address**

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**City, State, Zip Code**

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**Physical Address**

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**City, State, Zip Code**

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**Telephone No.**

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<b>Federal Tax I.D. #</b>	<b>NM CRS # (if located in-state)</b>
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**Contract Manager Printed Name 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: 18-46**  
**RFP Name: Visitor Center Operations and Management**

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

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

**A. Contract Management Plans and Reports**

<b>Visitor Operations and Management Deliverables</b>	<b>Frequency</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
Management Plan/Update	1/yr.			
Data Audit Report/Updates	1/yr.			
Visitor Trends Reports	1/month			
Year In Review Reports	1/yr.			
Presentation(s) to Council	1/yr.			
Data development & Maintenance Project Reports	TBD			
State any additional prices and services that you may offer:				

\*Please provide any additional deliverables, including lump sum costs, which you feel should be included in your response. County reserves the right, at its sole discretion, to accept or reject any additional deliverables.

**B. Contract Management Meetings and Presentations**

Offeror to define hourly costs for contract coordination meetings, project coordination meetings, Tourism Implementation Task Force and/or Lodgers' Tax Advisory Board meetings, contract review meetings, strategic planning sessions, presentations to Council, special project meetings, as well as any additional meetings or presentations Offeror recommends to fulfill the contract goals for up to a three (3) year period. .

<b>Visitor Operations and Management Meetings</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
Meetings as defined above.			
State any additional prices and services that you may offer:			

\*Please provide any additional deliverables, including lump sum costs, which you feel should be included in your response. County reserves the right, at its sole discretion, to accept or reject any additional deliverables.

### **C. Visitor Center Operations and Staffing**

#### **Peak Season**

<b>Staff Classification (full-Time, ¾-time, part-time)</b>	<b>Wage (per hour)</b>	<b># Hrs. (per year)</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
Staff Type A					
Staff Type B					
Volunteer					

#### **Off-Peak Season**

<b>Staff Classification (full-Time, ¾-time, part-time)</b>	<b>Wage (per hour)</b>	<b># Hrs. (per year)</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
Staff Type A					
Staff Type B					
Volunteer					

\*Please provide any additional deliverables, including lump sum costs, which you feel should be included in your response. County reserves the right, at its sole discretion, to accept or reject any additional deliverables

#### **D. Facilities Supplies and Service Costs**

In addition to the scope deliverables shown below, the Offeror may list each additional deliverable with a proposed lump sum amount for the contract period.

<b>Facilities Supplies &amp; Service Costs</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
<i>Proposed Budget for all janitorial, office, signage and facility supplies for both LAVC</i>			
<i>Proposed Budget for all janitorial, office, signage and facility supplies for both WRVC</i>			
<b>TOTAL:</b>			

\*Please provide any additional deliverables, including lump sum costs, which you feel should be included in your response. County reserves the right, at its sole discretion, to accept or reject any additional deliverables

#### **E. Facility Square Footage Costs (for Contractor-Provided Los Alamos Visitor Center space ONLY)**

<b>Contractor-Provided Visitor Center Space</b>	<b>Sq. Ft.</b>	<b>Cost/sf</b>	<b>FY19 (12 months) 7-1-18 to 6-30-19 Costs</b>	<b>FY20 (12 months) 7-1-19 to 6-30-20 Costs</b>	<b>FY21 (12 months) 7-1-20 to 6-30-21 Costs</b>
Reception					
Bathrooms					
Display Space for Informational Materials					
Exhibit Space (art pieces, business information)					
Storage					
Administrative Office					

State any additional items and services that you may offer:					
<b>Total:</b>					

\*Please provide any additional deliverables, including lump sum costs, which you feel should be included in your response. County reserves the right, at its sole discretion, to accept or reject any additional deliverables