



**TOWN OF TAOS, NM**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ENGINEERING SERVICES FOR WATER SYSTEM IMPROVEMENTS**

**Control Number: 17-18-04**

**Issue Date:** December 21, 2017

**Proposal Question Deadline:** Friday, January 12, 2018 at 4:00 p.m. local time

**Pre-Proposal Meeting:** None

**Response Deadline:** January 26, 2018 at 4:00 p.m. local time

**Deliver to:** Town of Taos  
Procurement Office  
400 Camino de la Placita Room 202  
Taos, NM 87571

**Purchasing Contact:** Sharon Voigt, Procurement Officer  
Finance Department-Procurement  
Phone: (575) 751-2025  
Email: [svoigt@taosgov.com](mailto:svoigt@taosgov.com)

**Introduction**

The Town of Taos is requesting competitive sealed proposals for the selection of a professional firm to provide engineering services for the design and construction of water system improvements which may include preliminary design, final design, bidding and negotiating and construction phases. The selected firm may coordinate projects with the Town of Taos, New Mexico Finance Authority, and other State or Federal entities or granting agencies.

**Description:** A copy of this RFP can be obtained from the Town of Taos website at [www.taosgov.com/finance/solicitation/php](http://www.taosgov.com/finance/solicitation/php) until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from Sharon Voigt, Procurement Officer, Town of Taos Procurement Office, 400 Camino de la Placita- Room 202, Taos, NM 87571. If you have any questions, please call (575) 751-2025 or email [svoigt@taosgov.com](mailto:svoigt@taosgov.com).

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Procurement Office, located at Taos Town Hall, Room 202, 400 Camino de la Placita, Taos, NM 87571. Late responses will not be accepted.

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## SECTION 1 – INSTRUCTIONS

### 1) COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the Town of Taos (Town) desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with the Town personnel concerning this RFP or the evaluation process must be solely to the contact person (or her designee) listed on the cover page of this RFP.

A violation of this provision is cause for the Town to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Town may reject any Response or terminate any contract awarded pursuant to this RFP. No direct contact regarding this document with other Town employees, the Towns' contractors' or other entities working with the Town are permitted.

### 2) PRE-RESPONSE INFORMATION AND QUESTIONS

Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFP, its accompanying documents and any written clarifications or addenda issued by the Town. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. THE TOWN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. All questions must be submitted in writing to the Purchasing contact before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Town employees is permitted. All answers will be issued in the form of a written addendum.

### 3) RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the Town. It is the Respondent's responsibility to periodically check the Town's website until the posted Response Deadline to obtain any issued addenda.

### 4) PRE-RESPONSE MEETING

The date, time and location of the meeting, if any, are indicated on the cover page of this RFP. All Respondents are strongly encouraged to attend any scheduled meetings.

### 5) RESPONSE SUBMISSION

To be considered, the Response must be prepared in the manner and detail specified in this RFP.

- a. Responses must be submitted to Sharon Voigt, Town Procurement Office, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to ensure that the Procurement Office receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.
- b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Procurement Office's timestamp shall be the official time.
- c. The opening of a Response does not constitute the Town's acceptance of the Respondent as a responsive and responsible Respondent.
- d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: project name, control Number, deadline date and time, and Respondent's name, address, phone, fax, and contact name.
- e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of the Sample Contract, and the Town's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by telegraph, facsimile, email or other electronic means will not be considered.
- h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Respondent's sole responsibility; no such costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the Town.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).

**6) RESPONSE SIGNATURES**

An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Town if the Respondent is determined to be the most responsive and responsible Respondent.

**7) CONTRACT AWARD**

The Town reserves the right to withdraw the RFP, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFP. The Town may waive informalities if it is in the Town's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Town taking into consideration the evaluation factors set forth in the Request for Proposals. Qualifications-based proposals are based on respondents' qualifications to perform the required scope of work and are not based on price. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award is made will be notified at the earliest possible date. The Town will then negotiate a contract with the top ranked Respondent for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Respondent within 14 days, then the Town may recommend the next most responsive and responsible Respondent. Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the Town. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Town's policies have been fulfilled. The Town is not liable for performance costs until the successful Respondent has been given a fully executed contract. Failure to accept the terms and conditions of the Town's Standard Contract may deem the Respondent non-responsive.

**8) RESPONSE MODIFICATIONS**

Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Procurement Officer.

**9) DUPLICATE RESPONSES**

No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the Town. In the event multiple Responses are submitted in violation of this provision, the Town will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

**10) WITHDRAWAL**

Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.

**11) REJECTION**

The Town reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Procurement Officer or designee that the best interest of the Town will be served by doing so. The Town may reject any Response from any person, firm or corporation in arrears or in default to the Town on any contract, debt, or other obligation, or if the Respondent is debarred by the Town from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Town's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

**12) PROCUREMENT POLICY**

Procurement for the Town will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Town. The Town Manager has the vested authority to execute all Town contracts, subject to Council approval where required.

**13) COMPLIANCE WITH LAWS**

The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

**14) NON-DISCRIMINATION**

The Town will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**16) CONTRACT NEGOTIATION**

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Town may recommend the next most responsive and responsible Respondent. There is no contract until the Town's policies have been fulfilled.

**17) DISQUALIFICATION OF RESPONDENTS**

Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:

- a. Evidence of collusion among Respondents.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the Town, might hinder or prevent the prompt completion of additional work if awarded.

**18) DISCUSSIONS**

Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.

**19) SUBCONTRACTORS**

In an effort to promote supplier diversity, the Town encourages Respondents to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the Town.

The Contract will not be assignable to any other business entity without the Town's approval.

**20) RESPONDENT RESPONSIBILITIES**

The Respondent must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The Successful Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will

be responsible for all services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the Town will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

It is strongly recommended that the Respondent visit the Town of Taos and familiarize themselves with the site, including attendance at the Pre-Response Conference, if any.

The Town reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Town rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Town.

## **21) TOWN PARTICIPATION**

The Town will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify Town FTEs required and tasks to be performed by Town personnel. For the purpose of contract administration, the Town will designate a person to serve as Town Contract Manager. The Town Contract Manager will serve as the primary liaison between the Town and the Successful Respondent and will coordinate overall management and administration of the contract for the Town.

## **22) DISCLOSURE OF CONTENTS**

All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Town and may be returned only at the Town's option.

Respondents must make no other distribution of their Responses other than authorized by this RFP. A Respondent who shares cost information contained in its Response with other Town personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

## **23) PROPOSAL EVALUATION**

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If interviews are held, rankings from the initial evaluation are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the Town of Taos may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

## **24) PROTESTS**

Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town of Taos. The protest must be delivered to the Town of Taos, Procurement Officer 400 Camino de la Placita, NM 87571 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.



In the event of a timely protest under this section, the Town of Taos shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement.

The Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**25) RESPONDENT QUALIFICATIONS**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

**26) RIGHT TO WAIVE MINOR IRREGULARITIES**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**27) CHANGE IN CONTRACTOR REPRESENTATIVES**

The Town of Taos reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Town of Taos, meeting its needs adequately. If the contractor wishes to change its designated representative, that change must be approved by the Town of Taos.

**28) NOTICE**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**29) TOWN OF TAOS RIGHTS**

The Town of Taos reserves the right to accept all or a portion of a Respondent's proposal.

**30) MULTIPLE AWARDS**

The Town reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

**31) RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Respondents, Respondents and contractors must secure from the Town of Taos written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.

**32) OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposals shall become the property of the Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.

**33) ELECTRONIC E-MAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.

**34) STATUS OF SUCCESSFUL RESPONDENTS.**

The successful Respondent(s) is an independent contractor performing services for the Town and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of Town vehicles, or any other benefits, prerequisites or allowances normally afforded only to

employees of the Town. The successful Respondent(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.

**35) ASSIGNMENT/TRANSFER**

Assignment or transfer of this contract without written consent of Town may be construed by the Town as a breach of contract sufficient to cancel this agreement at the discretion of the Town.

**36) EXCISE AND SALES TAX**

The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.



## SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK

### 1) INTRODUCTION

The Town of Taos is requesting competitive sealed proposals for the selection of a professional firm to provide engineering services for the design and construction of water system improvements which may include preliminary design, final design, bidding and negotiating and construction phases. The selected firm may coordinate projects with the Town of Taos, New Mexico Finance Authority, and other State or Federal entities or granting agencies.

The successful Firm / Individual will be required to execute a Professional Services Contract, (Town of Taos terms and Conditions), a sample but not the actual document is part of the RFP document. The Professional Services Contract will incorporate the selected Firm / Individual proposal, scope of services and other pertinent requirements and details.

Through this Request for Proposal (RFP), the Town of Taos (Town) hereby invites entities who meet the qualifications and specifications set forth herein to submit responses for the Town of Taos RFP 17-18-04 Engineering Services for Water System Improvements

### 2) SCOPE OF SERVICES:

Projects included in the Request for Proposals will follow the Water and Wastewater Master Plan and may include, but are not limited to:

1. Replacement or rehabilitation of disinfection systems at Town supply wells
2. Master meter upgrade and replacement at Town wells
3. Well maintenance, including aquifer testing, O&M upgrades, and control improvements
4. Well house and well site improvements to security, structural, electrical and mechanical systems
5. Distribution system planning, waterline rehabilitation, replacement and installation, and pressure zone improvements
6. Fire hydrant replacement and rehabilitation and water meter audit, replacement and upgrades
7. Storage improvements, including additional storage and site/security improvements to existing facilities
8. Operation assistance, including SCADA system improvements, system planning and optimization
9. Assistance with implementing the projects associated with the Abeyta Settlement
10. Other projects identified in the Capital Improvements Plan or Operating Budget for a given fiscal year
11. Water Trust Board awarded projects
12. NM 68 Utility Improvements in coordination with the New Mexico Department of Transportation

The purpose of this RFP is to enter into a contract with a qualified engineering firm (Consultant) that will be ready and able to perform any or all of the above listed services, if and when funding becomes available and the Town is ready to proceed. There is no guarantee that the Town will require any or all of such services.

The successful Respondent shall:

- Assist the Town in the grant application process.
- Complete preliminary and final design.
- Advertise for bids, assist the Town in receipt of bids and prepare recommendations of award to the Town of Taos governing body.
- Provide project management, general engineering oversight and contract administration through project completion.
- Provide periodic or full time on site observation during construction

The following tasks are identified as the Scope of Work that the Respondent team will be requested to perform. This scope of work may be adjusted and modified to meet the needs of the Town.

#### Funding Phase:

- Assist and/or apply for federal and state grants for the Town of Taos to help defray the cost of the engineering services and construction.

#### Preliminary Design:

- In consultation with the Director of Public Works, any other consultants as requested by the Town of Taos, and on a basis of any accepted preliminary study reports available, determine the general scope, extent and character of the project.
- Prepare Preliminary Design Documents consisting of final design criteria, preliminary drawings, and outline specification
- Submit an Opinion of Probable Costs
- Submit two copies of above preliminary design documents and present and review them in person with the Director of Public Works
- Obtain property permitting for work to be done in water way

**Final Design:**

- Prepare bid documents specifications and plans in accordance with any State of New Mexico or funding entity standards, setting forth in detail the requirements for the construction of the entire project.
- Submit a revised opinion of probable project cost.
- Submit five (5) copies of the final design documents and present and review them in person with the Director of Public Works.

**Bidding and Negotiating Phase:**

- Assist the Procurement Officer in advertising for and obtaining bids.
- Distribute bid documents to prospective bidders and construction reporting services.
- Coordinate and conduct a pre-bid conference.
- Clarify and answer questions concerning the bid documents and issue addenda as required in coordination with the Procurement Officer.
- Assist with bid opening
- Prepare bid tabulation, assist the Town of Taos in evaluating bids, and prepare recommendation of award to the Town of Taos governing body
- Assist the Town of Taos in assembling and awarding contracts.

**Construction Phase:**

- Provide project management, general engineering supervision and contract administration during construction.
- Submit to the Director of Public Works a list of critical observation milestones including weekly program and quality of work reports.
- Provide periodic or full time on-site inspection at such times as appropriate during the progress of the work, to determine that work is completed in conformance with the contract documents.
- Review contracts pay applications and provide recommendation for payment.
- Render interpretations of construction documents.
- Review contract submittals for conformance.
- Prepare field and change orders as necessary.
- Coordinate and conduct final inspection and obtain all warranties and related documents as required by the contract documents.
- Develop and review with owner and contractor a punch list.
- Modify the original reproducible drawings delineating recorded as-built conditions.
- Coordinate and conduct an 11 month warranty review.
- Achieve multi-agency compliance with grantor rules and regulations.

**Additional Services – Per Copy Cost**

- Cost per bound hard copy for bid documents, specifications and plans
- Cost per CD for bid documents, specifications and plans

Deliverables will include conceptual and final design drawings, cost estimates, and final construction documents for the Invitation to Bid documents.

**No services or construction or furnishing of goods is permitted either before a written contract is signed by the Town and the Contractor or after the contract terminates. Working without a contract may result in non-payment for such work.**

**3) CONTRACT TERM**

The contract is for a term of four years. Task orders will be assigned for specific projects. It is anticipated that this contract will commence on or about February 13, 2018.

## SECTION 3 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

**1) EVALUATION:** All Responses received will be evaluated by an Evaluation Committee. The following factors will be considered in making the selection of the qualified Respondents with maximum possible points:

- a) **Specialized Design** - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work. **30 points**
- b) **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this solicitation to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers. **30 points**
- c) **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included. **10 points**
- d) **Proximity to or Familiarity with Site Location** - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs. **10 points**
- e) **Volume of Work Previously Done** - Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this solicitation. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

i.	\$ 00,000	to	\$25,000	5 points
ii.	\$ 25,000	to	\$35,000	4 points
iii.	\$ 35,001	to	\$ 50,000	3 points
iv.	\$ 50,001	to	\$100,000	2 points
v.	\$100,001	to	\$150,000	1 points
vi.	\$150,001	and	over	0 points
- f) **Evidence of Understanding of the Scope** - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. Respondents are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies. **15 points**

**Fee/Cost** - Cost is not a factor in the evaluation of proposals submitted in response to this RFP. The most highly qualified respondent submitting a responsive proposal will be selected and the selected respondent will then be required to submit a fee schedule which must include: a not to exceed fee, unit rate for miscellaneous expenses, and the hourly rate fees for all proposed staff on this project. The schedule shall also indicate company name, date and signature of an officer authorized to contract for the work. Price shall be determined by negotiations related to scope of work following ranking of the proposals received.

Each Response submitted in response to this solicitation shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Town or other entities. Responses will be

evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with the Town or to an incumbent thereof. The Town reserves the right to make additional inquiries and may request the submission of additional information.

**Respondent to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).**

A serious deficiency in any one category may be grounds for rejection of the proposal regardless of the overall score.

**Interview:** It is at the discretion of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the ranking without interviews. If interviews are held, rankings from the initial evaluation are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

During this time, the Town of Taos may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

***Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.***

## **2) GENERAL SUBMITTAL REQUIREMENTS:**

- a) **NUMBER OF COPIES:** One original, plus four copies (five total) of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.
- b) **RESPONSE FORMAT:** Each Response should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- c) **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
  - i) All forms contained or listed in Section 5 in this solicitation, fully completed:
  - ii) Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this solicitation.
  - iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

### **Proposal Organization**

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Transmittal Letter
- Table of Contents
- Response to Evaluation Criteria a. through g.
- References (minimum of 3)
- Required Forms
- Other Supporting Material, if applicable

Within each section of their proposal, Respondents should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Cost is not a factor in the evaluation process. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Respondents may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in Other Supporting Material.

### **Transmittal Letter**

The Respondent shall submit a formal transmittal letter on *official company letterhead* that contains the following:

**Statement of Interest** - This statement shall indicate your firm's general interest and capability to perform the project. It shall also include a brief summary of any information that you feel might be especially important to the Town of Taos.

**Statement of Response Life** - The proposal must have a *response life* of at least one hundred twenty (120) calendar days from the solicitation due date. This shall represent the minimum time during which the response is a firm offer and a contract may be entered into based upon it.

**Statement of Acceptance** - This statement shall state acceptance of all terms and conditions of the Town of Taos RFP and Town of Taos terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive,

**Contact Person** - Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal. Include also the location of the office from which service will be provided, with the hours of operation at that location.

**Signature of Authorized Representative** - An authorized representative of the firm must sign the transmittal letter.

### **References**

Please provide a detailed list of references that can provide information concerning your expertise and experience in providing the types of services requested. This should include project description, contact names, addresses, phone and e-mail.

### **Fee/Cost**

Price shall be determined by formal negotiations related to scope of work following selection of the most qualified Respondent (NMSA 13-1-112.C).

SECTION 4 –TERMS AND CONDITIONS OF CONTRACT

SAMPLE -FOR REVIEW ONLY

Contract No. TT  
Department



**TOWN OF TAOS  
PROFESSIONAL  
SERVICE CONTRACT**

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and (hereinafter "CONTRACTOR") effective on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**WHEREAS**, the TOWN has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; and

**WHEREAS**, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work.

A. Contractor shall provide the following services: **[Insert brief description of services.]**

Scope of work is more particularly described by Attachment A hereto, incorporated by reference.

Said services shall be in accord with, and meet professional standards.

B. Services will be performed at: **[insert location(s).]**

C. Performance Measures/Deliverables. CONTRACTOR will provide the Town with the following specific deliverables and/or shall perform in accordance with the following specific performance measures:

[Alternatively, performance measures and/or deliverables may be placed in Attachment A, with the detailed scope of work.]

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is:

B. The address and phone number is:

3. Term. This contract shall terminate \_\_\_\_\_, 2018 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.



**Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.**

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed \$ \_\_\_\_\_ [insert amount]. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**

B. The TOWN shall pay CONTRACTOR at the following hourly rate or rates for work performed under this Contract:

i. \$ \_\_\_\_\_ per hour for services of [personnel described by name or position, or all services]

ii. \$ \_\_\_\_\_ per hour for services of [personnel at a different level, if applicable]

[Alternatively, insert specific payment measure other than hourly rate, for example, \$x for satisfactory completion of Deliverable A and \$y for satisfactory completion of Deliverable B (tracking deliverables shown in Paragraph 1C or in Attachment A.)]

The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed \$ \_\_\_\_\_. [This figure should be the amount shown in Paragraph 5B minus GRT and minus any allowed expenses.]

C. The following expenses, at a maximum total amount of \$ \_\_\_\_\_ [insert amount] will be allowed under this contract: [insert types of expenses to be reimbursed]:

[If per diem and mileage are allowed, insert: "Per Diem and Mileage for \_\_\_\_\_ (briefly describe travel and number of trips) will be paid at the rates authorized by the New Mexico Per Diem and Mileage Act and regulations issued under that statute and shall not exceed \$ \_\_\_\_\_.

D. Maximum Contract amount excluding GRT: \$ \_\_\_\_\_.

Gross Receipts tax rate: %.

Total maximum payable gross receipts tax amount: \$.

The total maximum contract amount including taxes at the above rate and any expenses:

\$ \_\_\_\_\_. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

The total maximum contract amount including taxes and any expenses: [Enter same amount as in Paragraph 5.A.]

[IF THIS IS A MULTI-YEAR CONTRACT, THE FOREGOING INFORMATION SHOULD BE STATED FOR EACH FISCAL YEAR INVOLVED, AND THE TOTAL MAXIMUM CONTRACT AMOUNT OVER THE FULL TERM OF THE CONTRACT SHOULD ALSO BE STATED.]

- E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
- F. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- G. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.  
A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or in progress. If

CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN or the CONTRACTOR of notice of termination of this Contract, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

C. The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the

TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.

14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.
20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.

21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.
23. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming TOWN as an additional insured.
24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Entire Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited and violate criminal laws of New Mexico.
30. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

**CONTRACTOR:**

**TOWN APPROVAL:**

\_\_\_\_\_  
Contractor  
Printed Name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_

\_\_\_\_\_  
Mayor Daniel Barrone

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

**ATTESTED TO BY:**

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

\_\_\_\_\_  
Renee Lucero, Town Clerk

**ACCOUNTING APPROVAL:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marietta S. Fambro, Finance Director  
Budget Line Item:

\_\_\_\_\_  
Town Attorney

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
Richard Bellis, Town Manager

## SECTION 5 – REQUIRED FORMS

### FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Response Form (blank form attached to this Request for Proposals)
- (2) Campaign Disclosure (blank form attached to this Request for Proposals)

***Failure to complete and submit these forms with your Response may result in it being deemed non-responsive and rejected without further evaluation***

\*Download solicitations, addenda and forms at <http://www.taosgov.com/finance/solicitations>



# RESPONSE FORM

**Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.**

**TO: Town of Taos:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Town, for the term as stated herein, and to enter into a Contract with the Town, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable ethics or anti-kickback provisions of the Town's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Respondent will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the Town any required performance guarantee (i.e. performance and payment bond).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No Response shall be accepted which has not been manually signed in ink in the appropriate space below:**

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

Acknowledged before me by \_\_\_\_\_ (name) as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (company) this \_\_\_\_ (day) of \_\_\_\_\_, 200\_\_.

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

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.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

### **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 thing 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 Page 2 of 3 DFA Disclosure form/April, 2006 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.

“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

MAYOR:

*DANIEL R. BARRONE*

COUNCIL MEMBERS:

*JUDITH Y. CANTU*  
*DARIEN FERNANDEZ*

*NATHANIEL EVANS*  
*GEORGE "FRITZ" HAHN*

Contribution made by: \_\_\_\_\_

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

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

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

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

OR

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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