



TOWN OF TAOS

RFP # 19-20-10

REQUEST FOR PROPOSALS (RFP)

**FIRE DEPARTMENT – APPARATUS and EQUIPMENT
PREVENTATIVE MAINTENANCE and REPAIRS**

Mayor

Daniel R. Barrone

Council Members

Nathaniel Evans

George "Fritz" Hahn

Darien D. Fernandez

Pascualito M. Maestas

**SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 1:00 PM LOCAL TIME, JUNE 23, 2020**

RFP # 19-20-10

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SECTION I – NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please complete the following form and fax or email to:

Town of Taos Purchasing Division
ATTN: Sharon Voigt, Procurement Officer
400 Camino de la Placita
Taos, New Mexico 87571
Facsimile: (575) 751-2026
svoigt@taosgov.com

Failure to return this form may result in a termination of communication regarding this RFP.

RFP # 19-20-10 FIRE DEPARTMENT PREVENTATIVE MAINTENANCE AND REPAIR

Company Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Contact Person: _____

Phone No.: _____ Fax No: _____

E-Mail Address _____

I have received a copy of the above noted RFP.

_____ **Yes**, I will be responding to this RFP. I also authorize the Town of Taos Purchasing Division to send further correspondence that it deems to be of an urgent nature by the following method:

_____ **Courier Collect**

_____ **Facsimile**

_____ **E-Mail**

_____ **No**, I will not be responding to this RFP. I understand that if I do not submit a proposal, this will not affect our company's status as a potential **contractor/vendor** to Town of Taos in the future. I also understand that if I do not return this form, our company will not receive any further notices with regard to this RFP.

SIGNATURE: _____

TITLE: _____

DATE: _____

SECTION II – GENERAL CONDITIONS

Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the award of the contract and will end at 2:00 pm on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits. The protest must be delivered to:

Sharon Voigt, Town of Taos Procurement Officer
400 Camino de la Placita, Room 202
Taos, NM 87571

****Protests received after the deadline will not be accepted.****

1. **Proposal Forms and Delivery:** ALL ORIGINAL PAGES INCLUDED IN THIS REQUEST FOR PROPOSAL MUST BE COMPLETED AND RETURNED AS PART OF THE PROPOSAL DOCUMENT. Offerors who submit more than one proposal are instructed to complete a separate form for each proposal. Forms may be submitted together, or individually, at the discretion of the Offeror. The forms must be signed, and the package sealed, with the proposal number clearly stated on the outside of the envelope or package.
2. **Applicable Law:** This contract shall be governed by the Laws of the State of New Mexico, including the New Mexico Procurement Code (NMSA 1978, § 13-1-28 et seq. (as amended) and the ordinances, resolutions, rules and regulations of the Town.
3. **Application of Preferences:** This procurement is subject to the application of preferences, pursuant to §13-1-21, NMSA 1978. Offerors are not eligible to receive both a Resident Business Preference and a Resident Veteran Business preference. See Section IV of this RFP.
4. **Acceptance of Conditions Governing the Procurement:** Submission of a proposal constitutes acceptance of all conditions, terms, and evaluation factors within this RFP.
5. **Amended Proposal:** An Offeror may submit an amended proposal before the deadline for receipt of proposals. These must be identified clearly on the envelope or package as “ADDMENDMENT TO RFP # 19-20-10”, and its contents will supersede in part or whole the prior submission.
6. **No Obligation:** This procurement, nor its award to a vendor, does not obligate Town of Taos in any way until a valid written contract is executed.
7. **Right to Reject Proposal:** The Town reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the Town to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
8. **Offeror’s Right to Withdraw Proposal:** The Offeror may request to withdraw a proposal at any time up to the receipt’s deadline. The request must be in writing and signed by the Offeror or a duly authorized agent. A proposal which was not withdrawn

before the deadline may be binding on the offeror. Approval or denial of such request after the deadline shall be at the sole discretion of Taos of Taos.

9. **Cancellation:** This RFP may be canceled at any time and any and all proposals may be rejected in a whole or in part when the Procurement Officer determines such action to be in the best interest of the Town.
10. **Ownership of Proposals:** All materials submitted in connection with this RFP shall become the property of Town of Taos.
11. **Responsible Offeror:** Town of Taos shall review the Offeror's qualifications, references, and history, and the Town shall be the sole determinant of the acceptability of the Offeror to provide the needed goods and/or services.
12. **Interviews:** The Town reserves the right pursuant to NMSA 13-1-115 to interview and engage in discussions and negotiations with the responsible Offerors who submit proposals that the Town has determined to be reasonably likely to be selected for award. Town further reserves the right to allow revisions in proposals as allowed pursuant to NMSA 13-1-115 in order to obtain the best and final offers and to determine pursuant to NMSA 13-1-117 the proposal that is most advantageous to the Town. The Town may re-evaluate the interviewed offerors as a result of interviews according to the evaluation criteria.
13. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals, to making studies or designs for the preparation thereof, nor to procure or contract services.
14. **Disclosure of Proposal Contents:** A public log will be kept of the names of all Offerors that submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for material which has been previously noted and deemed as proprietary or confidential.
15. **Release of Information:** Only the Town is authorized to release information covered by this RFP. The Offerors must refer to the Town any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
16. **Proposal Binding for 90 days:** Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Procurement Officer, agrees to an extension.
17. **Authority of Agent:** The Contractor represents that the person executing documents on behalf of the Contractor has been duly authorized to do so.
18. **Compensation and Taxes:** The Town of Taos is required to pay taxes on services, labor, and/or personal property leases. However, the Town is exempt from Gross Receipts Tax ("GRT") for the purchase of tangible personal property. Prices shown on the bid proposal shall be exclusive of GRT. Applicable GRT for items other than tangible personal property shall be shown as a separate amount on each billing made under the contract. A properly issued Type 9 Non-Taxable Transaction Certificate may be obtained from the Town that will document any exemption from the GRT.
19. **Additional Costs:** The Town shall not be responsible to pay for any costs associated with proposal submission, nor for the payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the Town.

20. **W-9 Information:** Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the Town is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the Town to withhold 28% or payments made if this information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a Corporation, Tax Exempt Corporation, government entity, or other exempt payee, the Town will not file an IRS Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires the provision of your TIN in addition to informing the Town of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

21. **Proof of Licensing:** The Town reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required (i.e. Professional Architect/Engineer, State Bar Member, etc.).

22. **Delivery:** Delivery of goods or services, if applicable, shall be FOB-Destination, and shall be specified within the Specifications of this Request for Proposal.

23. **Proposal Irregularities and Formalities:** The Town of Taos reserves the right to waive immaterial irregularities and formalities.

24. **Minimum Specifications:** Specifications supplied are as minimum standards.

25. **Multiple Awards:** The Town reserves the right pursuant to NMSA 13-1-153 to make multiple source awards when the determination is based on the evaluation criteria, interviews, discussions, and negotiations that making a single award would sacrifice economy or service and therefore not be most advantageous to the Town.

26. **Price:**

The prices quoted in the bid shall remain in effect until the manufacturer imposes a regular price increase, but for not less than one year from the date of award of the Agreement. Subsequent price increases shall also reflect regular price increases by the manufacturer and shall remain in effect for not less than one year from the time of their imposition.

27. **Escalation/Reduction:**

In the event of a product cost increase an escalation request will be reviewed by Purchasing Division annually at the time of renewal. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by the user. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Agreement number
- b.) Item affected
- c.) Current item price
- d.) Proposed new price

- e.) Percentage of increase; and
- f.) Manufacturer/Mill/supplier notification of price increase indicating percentage of increase.

28. **Procurement Under Existing Contract NMSA 1978, § 13-1-129:** Under the terms and conditions of the RFP all local-area public bodies allowed by law may issue orders for the goods and/or services as described herein. The terms and conditions of this RFP shall form a part of each order issued herein. This RFP is available for use by all Town of Taos departments, Taos County, Village of Questa. Village of Angel Fire and other agencies, as provided by law, at the discretion of the contracted vendor and agency.

SECTION III - SPECIFICATIONS

1. Evaluation Criteria:

The Town of Taos Evaluation Committee will use the following criteria in its review and evaluation of the Proposals marked as Exhibit 1:

- A. **Experience and qualifications in the provision of stated services – 25 Points**
- B. **Ability to meet the needs of the required scope of work as detailed – 25 Points**
- C. **Services Offered:** include understanding of scope of work, to include knowledge of key fire apparatus– **25 Points**
- D. **Overall cost to the Town:** Detailed pricing for proposed project to include all aspects of the services to be rendered. - **25 Points**
- E. **Resident Business or Resident Veteran Business Preference** – up to **10 Points**

Total possible points available add up to 110 Points

2. Required Forms:

- A. Letter of Transmittal Form, **SIGNED**
- B. Offeror's Information Form, **SIGNED**
 - Acknowledge Addendums on Offeror's Information Form, if applicable
- C. Campaign Contribution Disclosure Form, **SIGNED**
- D. Conflict of Interest and Debarment/Suspension Certification Form, **SIGNED**
- E. Statement of Confidentiality, **SIGNED**
- F. Copy of Resident Business Preference Certificate & Certification Form (if applicable)
- G. Copy of Resident Veteran Business Preference Certificate & Certification Form (if applicable)
- H. Response to Proposal Requirements (see Section IV- Specifications)
- I. Three (3) reference contacts

3. Scope of Work:

- A. Critical Requirements
 - 1. This RFP is a request for cost quotations for Medium and Heavy Duty Fire Apparatus Preventative Maintenance (PM) and repairs for Taos Fire Department apparatus and equipment, as well as charges for services other than Preventive Maintenance. The vendor is to provide a complete service which includes changing fluids, filters, chassis lubrication and a complete inspection with a written report that will include estimates for needed repairs above and beyond the normal scheduled maintenance requirements in this contract. All PM services will take place on selected apparatus on a staggered

rotation. These PM's and repairs will take place at either the Fire Department's location or the vendor's place of business.

B. Specifications

The following sections list key components and features necessary for efficiently achieving the key performance objectives of the website preventative maintenance program.

Program Definition

As a minimum, the following items will be required during each PM.

MINOR PM Service of Aerials – Pumpers-Rescues

- Change engine oil filter
- Inspect engine air filter (a separate charge will apply only if filter is needed)
- Complete Chassis lubrication
- Check and top off transmission fluid level
- Check and top off differential fluid (s)
- Check and top off pump fluid level
- Check and top off engine coolant level
- Check and top off power steering fluid level
- Check and top off brake fluid level (as applicable)
- Check and top off windshield washer fluid
- Check and top off priming tank reservoir (as applicable)
- Check and top off hydraulic ladder rack fluid
- Check and adjust all tire pressures
- Road test apparatus
- Perform complete vehicle inspection per inspection list (104 point inspection)
- Provide complete documents describing work performed, completed inspection report which includes estimates for repairs needed other than described in the
- Normal maintenance listed above. (See required inspection guideline list)
- Any other applicable tests or parts

MAJOR PM Service for Aerials – Pumpers-Rescues

- Change engine and oil filter
- Inspect engine air filter (a separate charge will apply if filter is needed)
- Change fuel filter(s)
- Change coolant filters(s)
- Change transmission fluid and filter(s)
- Change pump fluid
- Change differential fluid
- Complete chassis lubrication

- Check and top off power steering fluid level
- Check and top off brake fluid level (as applicable)
- Check and top off windshield washer fluid
- Check and top off priming tank reservoir (as applicable)
- Check and adjust all tire pressures
- Inspect hydraulic fluid in CAFS compressor
- Inspect all aerial hydraulic cylinders (as applicable)
- Inspect and adjust aerial cables (as applicable)
- Clean and lubricate all ladder points (as applicable)
- Inspect hydraulic fluid and filters for aerial device (a separate charge will apply if this service is needed)
- Perform aerial drift tests
- Road test apparatus
- Perform complete vehicle inspection per inspection list
- Provide complete documents describing work performed, complete inspection report which includes estimates for repairs needed and other than described in the normal maintenance listed above. (See required inspection guideline list)
- Any other applicable tests or parts

CHARGES FOR SERVICES

- Provide total cost per engine for minor PM including parts and labor
- Provide total cost per engine for major PM including parts and labor
- Provide total cost per aerial device for PM including parts and labor
- Provide total cost per rescue unit for minor PM including part and labor
- Provide total cost per rescue for major PM including parts and labor
- Vendor will be responsible for removal and proper disposal of all waste fluids and filters and filters after completion of services. The fees of these services are to be included in the cost of each maintenance price.
- Provide total cost for a wheels's off brake inspection
- Provide normal business hourly labor rate at vendor's location of business
- Provide road service hourly rate during normal business hours
- Provide road service after normal business hourly labor rate
- Provide travel rate for road service (travel hours x hourly rate)
- Specify normal operating business hours of your business
- Lodging rates will be reimbursed to vendor by customer if the town overnight is required. These rates will be reimbursed at the local and current average lodging rates. Receipts for lodging must be provided by vendor at time of invoicing to see reimbursement.
- Provide costs for any other applicable tests or parts.
- Shop supply rates

GENERAL TERMS

- The bulk of the Taos Fire Department fleet consists of Pierce fire apparatus. The vendor must be an authorized Pierce warranty service provider.

- The vendor's mechanic who will be working on fire department apparatus will be certified by a recognized certifying authority in the respective field.
- When the vendor must subcontract work, the vendor will obtain permission from an authorized representative of the Taos Fire Department for such work, and the vendor will act as the agent for the department, securing qualified work at appropriate pricing.
- Potential vendor's facilities and equipment may be a factor in determining whether the vendor is capable of performing the requested services, therefore, potential vendor's facilities and equipment may be subject to inspection by the department.
- Parts and material used for services or repair shall be equal to or exceed the quality of the original parts and materials.
- Parts and materials furnished by the vendor shall be subject to the manufacturer's warranty.
- The vendor shall be responsible to replace parts or materials which fail or do not perform during the warranty period at no additional cost.
- The vendor shall warranty the service component of the work for a minimum period of ninety days from the date of the original service.

Proposed Timeline and Required Documentation:

- | | |
|---|---------------|
| • Release Date | June 4, 2020 |
| • Last Day for Submittal of Questions | June 11, 2020 |
| • Submission of Proposals | June 23, 2020 |
| • Proposal Ratings/Interviews /Committee Summary Report | June 23, 2020 |
| • Staff Recommendation to Management | June 25, 2020 |
- **One (1) ORIGINAL and Four (4) HARD COPY of Binder 1 (Technical Proposal)**; ORIGINAL and COPY shall be in separate labeled binders and/or envelopes; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.
 - **One (1) ORIGINAL and Four (4) HARD COPY of Binder 2 (Cost Proposal)**; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders and/or envelopes from Binder 1.
 - *Any proposal that does not adhere to the requirements of Section III. 4, Proposed Timeline and Required Documentation may be deemed non-responsive and rejected on that basis.*

Four (4) HARD COPIES plus One (1) ORIGINAL of the sealed proposals must be submitted to the office of the Purchasing Officer by **Tuesday, June 23, 2020 Local Time at 1:00 p.m.** Originals shall clearly be marked as such. The proposals should be sent to:

*Town of Taos Purchasing Division
Attn: Sharon Voigt, Procurement Officer
400 Camino de la Placita, Room 202
Taos, NM 87571*

Procurement Officer:

The Town of Taos has designated a Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact **ONLY** the Procurement Officer regarding the procurement. Other Town employees do not have the authority to respond on behalf of the Town of Taos.

Sharon Voigt, Procurement Officer
Town of Taos Purchasing Division
400 Camino de la Placita, Taos, NM 87571
Phone: (575) 751-2025
Fax: (575) 751-2026
E-mail: svoigt@taosgov.com

Proposal Information

Copies of the Request for Proposal may be obtained by calling Town of Taos Purchasing Division at 575-751-2025. The proposal opening time shall be according to our clock. **No proposals will be accepted after the time and date established above, except by written addenda.**

Only sealed proposals received by the Purchasing Division will be accepted; proposals submitted by telephone, telegram, facsimile machines **are not acceptable**. The Town assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside **Fire Department – Apparatus Preventative Maintenance and Repair RFP # 19-20-10.**

This form and all forms hereafter must be included in your submitted proposal packet as well as three (3) reference contacts. The proposer is required to signify whether the proposal complies with the specifications listed above. Please identify any items which your firm would not be able to accomplish from the tasks listed above.

The total cost of your proposal shall include all labor, materials, equipment, overhead, freight, taxes, etc. to cover the complete work of the items listed. Proposals must include complete information covering all of the above items to enable the evaluators to make accurate determinations regarding the experience and qualifications of the firm. Respondents are encouraged to include samples and any other information that will highlight qualifications of the firm. The highest ranked firms/maybe invited to participate in an interview session at Town's discretion.

Every effort will be made to adhere to the proposed timeline. You will be contacted if there are any addendums issued for this RFP. Please remember to fill out your Intent to Submit Proposal Form on Page 3 so that we are able to contact you during this process.

SECTION IV: REQUIRED FORMS

LETTER OF TRANSMITTAL FORM – Submit with your proposal

Item #1 to 4 EACH MUST BE RESPONDED TO, Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.**

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical conditions, spousal affiliation, sexual orientation or gender identity as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract between Offeror and the Town of Taos ("TOWN").

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award. This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

OFFEROR'S INFORMATION FORM

Date of Proposal: _____

New Mexico State License No. _____

Resident Business Preference Certificate No. _____

Resident Veteran Business Preference Cert. No. _____

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for Media, Public Relations and M.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,



By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)

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 services** 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 federal, 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.

“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.

MAYOR: DANIEL R. BARRONE

COUNCIL MEMBERS:

*PASCUALITO M. MAESTAS
NATHANIEL EVANS*

*DARIEN D. FERNANDEZ
GEORGE “FRITZ” HAHN*

DISCLOSURE OF CONTRIBUTIONS:

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) _____ Offeror Business Name _____

– 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 _____

Title (position) _____ Offeror Business Name _____



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to the Town of Taos in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or public official of the Town of Taos (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Town of Taos employee, council member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any the Town of Taos, employee, public official or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to the Town of Taos Purchasing Division in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ **Date** _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____



STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Town of Taos (TOWN) and forever thereafter, to keep confidential all information and material provided by TOWN or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with the TOWN, and not to release, use or disclose the same except with the prior written permission of TOWN. This obligation shall survive the termination or cancellation of the Contract between Contractor and the TOWN or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to the TOWN, a client or customer of the TOWN, or to the owner of such information, inadequately compensable in damages and that, accordingly, the or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date