



**TOWN OF TAOS, NM**

**REQUEST FOR PROPOSALS  
FOR  
PROGRAM COORDINATOR FOR TAOS COUNTY JUVENILE JUSTICE BOARD**

**CONTROL NO. : RFP 19-20-03**

**Issue Date:** Friday, December 13, 2019  
**Proposal Question Deadline:** Monday, December 23, 2019  
**Response to Questions:** Friday, December 27, 2019  
**Proposal Due Date:** Friday, January 3, 2020 at 4:00 pm Local Time

**Deliver to:** Town of Taos  
Finance Department/Purchasing Division  
400 Camino de la Placita Room 202  
Taos, NM 87571

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

**Background**

**Program Coordinator**

The Taos County Juvenile Justice Board Program Coordinator will coordinate, support and implement the mission and vision of the Taos County Juvenile Justice Board, its programs, its relationships with other agencies and its standing in the local and state communities. The Program Coordinator implements the directives of the Taos County Juvenile Justice Board, acts as a public information source in the local and extended community and assures compliance with contractual requirements. This position takes direction and supervision from the Executive Committee of the Taos County Juvenile Justice Board through a contract with the Taos County Juvenile Justice Board and the Town of Taos, which acts as the fiscal agent for the New Mexico Children, Youth and Families Department grant.

**Description:** A copy of this RFP can be obtained from the Town of Taos website at <https://www.taosgov.com/200/Purchasing> 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, Chief Procurement Officer, Town of Taos Purchasing Division, 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 Purchasing Division, located at Town of Taos Town Hall; ROOM 202, 400 Camino de la Placita, Taos, NM 87571. Late responses will not be accepted – NO EXCEPTIONS.

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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 and 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 only 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) 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 Purchasing Division, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division 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 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 Purchasing Division'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 Form of 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, 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).

**5) 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.

**6) 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 Proposal. 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.

**7) 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 Chief Procurement Officer.

**8) 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.

**9) 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.

**10) 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 Chief Procurement Officer or designee that the best interest of the Town will be served by doing so.

**11) DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Town and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Town.

**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 Chief Executive Officer 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.

**15) NO RESPONSE:** Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

**16) CONTRACT NEGOTIATION:** All Responses must be firm for at least 90 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) 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 selected 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).

**20) TOWN PARTICIPATION:** The Town will provide appropriate personnel support for implementation of these agreements. 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.

**21) 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.

**22) 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.

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.

**23) 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, Chief Procurement Officer 400 Camino de la Placita, Taos, 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 Chief 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 Chief 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 Chief 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.

**24) 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 13183 and 13-1-85 NMSA 1978.

**25) 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.

**26) 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.

**27) NOTICE:** The Procurement Code, Sections 13128 through 131199 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 kickbacks.

- 28) TOWN OF TAOS RIGHTS:** The Town of Taos reserves the right to accept all or a portion of a Respondent's proposal.
- 29) MULTIPLE AWARDS:** The Town reserves the right to make multiple awards of the items, projects and/or sections of this RFP.
- 30) 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.
- 31) 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.
- 32) ELECTRONIC 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.
- 33) 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.
- 34) 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.



## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

- 1) **INTRODUCTION:** The Town of Taos is requesting sealed proposals for the selection of a Program Coordinator that will coordinate, support and implement the mission and vision of the Taos County Juvenile Justice Board, its programs, its relationships with other agencies and its standing in local and state communities.

The successful Firm/individual will be required to execute a Contract; The Contract will incorporate the selected Firms'/individuals' proposal, scope of services and other pertinent requirements and details. The RFP is for a maximum of up to eight (8) years based upon grant funding and mutual agreement by the Town of Taos and the contractor. The Town reserves the right to award for any length of time that is its best interest and not to exceed that length of time.

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 18-19-05-A Program Coordinator for Taos County Juvenile Justice Board.

- 2) **SCOPE OF SERVICES:** The Program Coordinator implements the directives of the Taos County Juvenile Justice Board, acts as a public information source in the local and extended community and assures compliance with contractual requirements. This position takes direction and supervision from the Executive Committee of the Taos County Juvenile Justice Board through a contract with the Taos County Juvenile Justice Board and the Town of Taos, which acts as the fiscal agent for the New Mexico Children, Youth and Families Department grant.

### The Program Coordinator:

- Organizes, coordinates and provides staff support for the Taos County Juvenile Justice Board. This will include board development activities in conjunction with the TCJJB Chair. Staff support includes minutes, notices of meetings, agenda with TCJJB input, education if requested, organizing strategic planning, records, and performing support tasks as directed by the TCJJB.
- Informs the Agency's Contract Manager of the date of each meeting and submits a copy of the written minutes of each meeting within thirty (30) days of the meeting.
- Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers.
- Submits to the Agency's Contract Manager monthly requests for reimbursement for all programs. Such requests will be submitted by the 7<sup>th</sup> day of the following month. The Coordinator double checks all invoices, checks budget for alignment, and compiles data reports.
- Provides data reports as required by the federal government, corresponding to the activities described in this Scope of Work. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
- Provides the Agency standardized progress reports monthly.
- Submits to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency.
- The Final Report shall contain at a minimum, but not be restricted to:
  - Accomplishments/milestones achieved during this Agreement period;
  - Reporting on program specific performance measures and related outcomes;
  - Statements regarding obstacles and progress made;
  - Continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
  - Provide plan for sustainability of programs/services;
- Attend meetings as required by the Agency.

### Intensive Community Monitoring Duties

- Meet monthly (at minimum) with Intensive Community Monitoring Coordinator to ensure program compliance
- Gather outcome and performance measures and report to the Children Youth and Families Department

### Learning Lab Monitoring Duties

- Meet monthly (at minimum) with Learning Lab Coordinator to ensure program compliance
- Gather outcome and performance measures and report to the Children Youth and Families Department

**Gang Prevention Monitoring Duties**

- Meet monthly (at minimum) with Gang Prevention Coordinator to ensure program compliance
- Gather outcome and performance measures and report to the Children Youth and Families Department

**Boys' Council and Girls' Circles Monitoring Duties**

- Meet monthly at (at minimum) with Boys' Council and Girls' Circles Coordinator to ensure program compliance
- Gather outcome and performance measures and report to the Children Youth and Families Department.

**MANDATORY QUALIFICATIONS:**

1. College degree in Social Work, Criminal Justice or a related field preferred. However, experience in youth corrections or a related field may substitute for education.
2. Solid organizational skills. Advanced computer skills in Word and Excel..
3. The ability to communicate well in writing.
4. Available to travel out of town for meetings.
5. Commitment to addressing youth delinquency issues in Taos.
6. Must have a valid driver's license.

- 3) CONTRACT TERM:** The initial term of the RFP is for a six (6) month period. The contract will be renewable for up to eight (8) years based upon grant funding and mutual agreement by the Town of Taos and the contractor. The Town reserves the right to award for any length of time that is in its best interest and not to exceed that length of time.

## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

### 1) EVALUATION CRITERIA:

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Respondent shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Respondent cannot be awarded both a resident preference and a resident veteran business preference. Respondent shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **Note: FAILURE** to adequately address and meet the requirements of this RFP may be cause for the proposal to be deemed non-responsive by the procurement officer.

	Possible Points	Points This RFP
Past Experience with similar projects	40	
Capacity & Capability of the individual or entity to perform this work	40	
Evidence of understanding the scope of work and existing conditions	20	
<b>Total Points</b>	<b>100</b>	
<b>Interviews (if held)</b>	100	
<b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	100-110	

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.

### 2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One unbound original, **plus five copies (six 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.
- All forms contained or listed in Section 5 in this RFP, fully completed and submitted with your proposal:
  - Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.
  - 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.

Letter of Transmittal

Table of Contents

Proposal Summary

Response to Mandatory Qualifications

Response to Town of Taos Terms and Conditions

Respondent's Additional Terms and Conditions

Other Supporting Material including references

Required Forms

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 nonresponsive and rejected on that basis. The proposal summary may be included by Respondents to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Respondent's proposal.

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

## Transmittal Letter

The Respondent shall first 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 Proposal Life*

The proposal must have a *proposal life* of at least ninety (90) calendar days from the RFP due date. This shall represent the minimum time during which the proposal 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.

### 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.

## Company/Individual Background & Team Arrangement

This section should give a brief overview of the Respondent and provide the following information:

- Name & local business address (Include any regional offices and/or headquarters).
- Year established (include former names and year established, if applicable).
- Type of ownership and parent company and States of incorporation or registration, if applicable.
- Project manager who will be working the project for the company.
- Core competencies of the company (briefly describe).

If a joint venture or subcontracts are contemplated, provide the same information as above for any joint venture or subcontractor, and explain their role in the contract. (The Prime Contractor must assume all responsibility for the work, this includes the work of any subs).

Please include any general pre-printed or on-line literature regarding your company in this section.

- 3) REFERENCES:** Please provide a detailed list of three (3) 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.
- 4) RESPONDENTS HISTORY:** The Respondent must be a "responsible" Respondent that is both ethically and financially in good standing within the industry, as determined by the Town. If the Respondent's local office has had a contract terminated for default during the past three (3) years, this fact shall be disclosed in the RFP response along with the Respondent's position on the matter(s). If the Respondent has experienced no such terminations for default in the past three years, then it should so indicate.
- 5) PROPOSAL SUMMARY:** The proposal response must include a full description of similar services that the Respondent is qualified and has experience in providing.
- 6) FEE/COST:** Compensation is based on Grant allotment for stated services. **\*The maximum hourly rate is set by CYFD and is currently under review and subject to change.**
- 7) EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Respondent's Response, the Town will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive.
- 8) SHORTLISTING:** The Town may shortlist the Respondents based upon responses to the above items. If necessary, the Town will conduct interviews/demonstrations. The Town will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The Town will not reimburse oral presentation costs of any Respondent.

## SECTION 4 – SAMPLE TERMS AND CONDITIONS OF CONTRACT



### TOWN OF TAOS<sup>1</sup> SERVICE CONTRACT TT-20-\_\_\_\_

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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 the last day of signature signed.

**WHEREAS**, the TOWN has found it necessary to retain the services provided by CONTRACTOR; and

**WHEREAS**, the TOWN desires to engage CONTRACTOR to provide said services; and

**WHEREAS**, CONTRACTOR desires to provide such services under the terms and conditions of this contract;

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

1. Scope of Work.
  - A. CONTRACTOR shall provide the following services: As per Exhibit A attached hereto and incorporated herein as though fully set forth.
  - B. Services will be performed at: **Taos, New Mexico**
2. Contact Person, Address & Phone.
  - A. CONTRACTOR'S contact person for this contract is:  
\_\_\_\_\_
  - B. The CONTRACTOR'S address and phone number is:  
\_\_\_\_\_
3. Term. This contract shall terminate **June 30, 2020** unless sooner terminated pursuant to Paragraph 9 below, by completion of said services, or by mutual agreement of the parties.

**CONTRACTOR shall not begin work under this Contract before this Contract is signed by both parties and shall not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN shall not 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 under terms agreeable

to both the TOWN and CONTRACTOR, but in no event shall this Contract with all renewals pursuant to this paragraph, exceed four years.

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, exclusive of gross receipts tax (GRT) and any expenses agreed to, as shown below, shall not exceed \$ \_\_\_\_\_. If the GRT rate should increase during the term of this contract, the total contract amount shall automatically increase to reflect the percentage of increase. 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. CONTRACTOR must submit a detailed monthly statement accounting for all services performed and expenses incurred, showing hours worked, the hourly rate, permitted reimbursable expenses, and gross receipts tax. 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.

C. 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 described in the scope of work specified in Paragraph 1. of this contract (or Attachment A) no later than the earlier of the date specified in the scope of work, the submission of CONTRACTOR's final bill, or upon termination of this Contract, except that if an earlier time is stated in Paragraph 1, then the deliverables will be submitted by that time.

8. Appropriations. This contract is subject to the New Mexico Bateman Act, and is contingent upon there being sufficient appropriations available to meet the Town's obligations under this contract. The TOWN shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available in a subsequent fiscal year.

9. Termination-Suspension. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work 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.

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. A 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 suspension of work, CONTRACTOR shall cease work 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.

10. 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 as set forth in the Procurement Code, the Governmental Conduct Act, other laws of the State of New Mexico, and the then current Town of Taos Purchasing Policy.
11. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the TOWN 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) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right for performing work described in the scope of work, and any such copyright, patent or other property right arising from the scope of work herein shall belong to the TOWN, not the CONTRACTOR.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents nor 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.



13. 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 written authority.
14. 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.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents nor 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.
16. 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 except as set forth herein. 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.
17. 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.
18. 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.
19. 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.
20. 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 issue to CONTRACTOR a notice to cure as set forth in the following paragraph.
21. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN shall notify the CONTRACTOR and provide an opportunity to cure not to exceed thirty days; the TOWN retains the sole right to determine whether to declare the contract voidable and/or

CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.

22. Required Auto Insurance. Contractor shall maintain appropriate automobile insurance.
23. 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" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of paragraph No's. 10, 25, & 27 herein.
24. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
25. Scope of Agreement, Merger. 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, and all such discussions are deemed merged into this Contract.
26. 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 arising out of this contract shall be brought in the Eighth Judicial District Court, Taos County, State of New Mexico.
27. 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.

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

**TOWN OF TAOS**

\_\_\_\_\_  
Daniel R. Barrone, Mayor

\_\_\_\_\_  
Date signed

Attest:

\_\_\_\_\_  
Francella Garcia, Town Clerk

\_\_\_\_\_  
Date signed

Accounting approval:

\_\_\_\_\_  
Marietta S. Fambro, Finance Director

Budget Line Item: 30-30-44005

\_\_\_\_\_  
Date signed

Administrative approval:

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

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Printed name

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

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

## 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)
- (3) Conflict of Interest and Debarment/Suspension Certification Form
- (4) Resident Business Preference Certificate, if applicable
- (5) Resident Veteran Business Preference Certificate, if applicable

***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.

**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 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***

***DARIEN D. FERNANDEZ***

***NATHANIEL EVANS***

***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

## CONFLICT OF INTEREST

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 council member 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, board member 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.

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### 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: \_\_\_\_\_