



VILLAGE OF TAOS SKI VALLEY, NM

**REQUEST FOR PROPOSALS
FOR
TITLE: ON-CALL ENGINEERING SERVICES
Civil, Electrical, Mechanical, Structural and Surveying**

CONTROL NO. : RFP VTSV2019-04

Issue Date: August 23, 2018

Proposal Question Deadline: September 6, 2018 at 4:00 p.m. MST time

Response Deadline: September 20, 2018 at 4:00 p.m. MST time

Deliver to: Village of Taos Ski Valley
c/o Nancy Grabowski
PO Box 100
Taos Ski Valley, NM 87575

Purchasing Contact: Nancy Grabowski, Procurement Officer
Finance Department
Phone: (575) 776-8220 ext 2
Email: nancy@vtsv.org

Introduction

The Village of Taos Ski Valley is requesting competitive sealed proposals for the selection of a professional firm to provide Professional Consulting Services and basic Engineering Services– Civil, Electrical, Mechanical, Structural and Surveying to perform various services, to include all, some or one of the disciplines listed on an as needed basis, which may include preliminary design, final design, bidding, and negotiating and construction phase.

Description: A copy of this RFP can be obtained from the Village of Taos Ski Valley website at www.vtsv.org (direct link- <http://vtsv.org/how-do-i/bid-on-village-projects-rfps/>) 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 Nancy Grabowski, Procurement Officer, Village of Taos Ski Valley Municipal Offices, 7 Firehouse Rd, Taos Ski Valley, NM 87575. If you have any questions, please call (575) 776-8220 ext 2 or email nancy@vtsv.org.

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 Municipal Offices, located at Village of Taos Ski Valley Municipal Building; 7 Firehouse Rd, Taos Ski Valley, NM 87575. 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 Village of Taos Ski Valley (Village) 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 Village 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 Village to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Village may reject any Response or terminate any contract awarded pursuant to this RFP. No direct contact regarding this document with other Village employees, the Villages' contractors' or other entities working with the Village 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 Village. 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 Finance Department contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE VILLAGE IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Village 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 Village. It is the Respondent's responsibility to periodically check the Village's website until the posted Response Deadline to obtain any issued addenda.
- 4) **PRE-RESPONSE MEETING:** The date, time, and location of the meeting, if any, are indicated on the cover page of this RFP. **All Respondents are strongly encouraged to attend any scheduled meetings.**
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFP.

a. Responses must be submitted to Nancy Grabowski, Village Finance Department, (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Finance Department 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 9:00 a.m. to 12p.m. and 1p.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays.

NOTE – THERE IS NO OVERNIGHT GUARANTEED DELIVERY TO TAOS SKI VALLEY

b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Finance Department's timestamp shall be the official time.

c. The opening of a Response does not constitute the Village'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 Village'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 Village.
- i. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Village if the Respondent is determined to be the most responsive and responsible Respondent.
- 7) **CONTRACT AWARD:** The Village 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 Village may waive formalities if it is in the Village's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Village taking into consideration the evaluation factors set forth in the Request for Proposals. Qualifications-based proposals are based on respondents' qualifications to perform the required scope of work and are not based on price. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award is made will be notified at the earliest possible date. The Village 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 Village 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 Village. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Village's policies have been fulfilled. The Village 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 Village's Standard Contract may deem the Respondent non-responsive.
- 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies, and franchisees will be considered by the Village. In the event multiple Responses are submitted in violation of this provision, the Village will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 11) **REJECTION:** The Village 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 Finance Director or designee that the best interest of the Village will be served by doing so. The Village may reject any Response from any person, firm or corporation in arrears or in default to the Village on any contract, debt, or other obligation, or if the Respondent is debarred by the Village from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Village's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 12) **PROCUREMENT POLICY:** Procurement for the Village 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 Village. The Chief Executive Officer has the vested authority to execute all Village 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 Village 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 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Village may recommend the next most responsive and responsible Respondent. There is no contract until the Village'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 Village, might hinder or prevent the prompt completion of additional work if awarded.
- 18) **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

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

- 19) **SUBCONTRACTORS:** In an effort to promote supplier diversity, the Village encourages Respondents to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the Village.

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

- 20) **RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or a team, of providing services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. **Because of the need for multiple contracts in several disciplines, the Village has chosen to solicit Engineering Services - civil, electrical, mechanical structural and survey in one document. However, Offerors may respond to one or more engineering disciplines. The response should quite clearly indicate the category of engineering services the offeror is responding to.** 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 Village will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

It is strongly recommended that the Respondent visit the Village of Taos Ski Valley and familiarize their selves with the site, including attendance at the Pre-Response Conference, if any.

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

21) VILLAGE PARTICIPATION: The Village will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify Village FTEs required and tasks to be performed by Village personnel. For the purpose of contract administration, the Village will designate a person to serve as Village Contract Manager. Depending on the specific project, the Planning, Community Development Director or the Public Works Director will serve as the primary liaison between the Village and the Successful Respondent and will coordinate overall management and administration of the contract for the Village.

22) DISCLOSURE OF CONTENTS: All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Village and may be returned only at the Village'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 Village personnel or competing Respondent personnel shall be subject to disqualification.

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

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

The Evaluation Committee will interview with the three to five highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the shortlisting. If interviews are held, rankings from the shortlisting are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued.

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

24) PROTESTS: Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Village of Taos Ski Valley. The protest must be delivered to the Village of Taos Ski Valley, Finance Department (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525 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 Village of Taos Ski Valley shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

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

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

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

- 25) **RESPONDENT QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
- 26) **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
- 27) **CHANGE IN CONTRACTOR REPRESENTATIVES:** The Village of Taos Ski Valley reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Village of Taos Ski Valley, meeting its needs adequately.
If the contractor wishes to change its designated representative, that change must be approved by the Village of Taos Ski Valley.
- 28) **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.
- 29) **VILLAGE OF TAOS SKI VALLEY RIGHTS:** The Village of Taos Ski Valley reserves the right to accept all or a portion of a Respondent's proposal.
- 30) **MULTIPLE AWARDS:** The Village reserves the right to make multiple awards of the items, projects, and/or sections of this RFP.
- 31) **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Respondents, Respondents, and contractors must secure from the Village of Taos Ski Valley written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.
- 32) **OWNERSHIP OF PROPOSALS:** All documents submitted in response to this Request for Proposals shall become the property of the Village of Taos Ski Valley. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.
- 33) **ELECTRONIC MAIL ADDRESS REQUIRED:** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.
- 34) **STATUS OF SUCCESSFUL RESPONDENTS:** The successful Respondent(s) is an independent contractor performing services for the Village 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 Village vehicles, or any other benefits, perquisites or allowances normally afforded only to employees of the Village. The successful Respondent(s) acknowledges that all sums received under the resultant Contract are reportable for income, self-employment, and other applicable taxes.
- 35) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Village may be construed by the Village as a breach of contract sufficient to cancel this agreement at the discretion of the Village.
- 36) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

- 1) **INTRODUCTION:** The Village of Taos Ski Valley is requesting competitive sealed proposals for the selection of a professional firm to provide Professional Consulting Services and basic Engineering Services which may include preliminary design, final design, bidding, and negotiating and construction phase.

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. Included with this RFP is a Campaign Contribution Disclosure Form which needs to be filled out and filed with the Village, via the Village Procurement Officer upon award of the Contract.

Through this Request for Proposal (RFP), the Village of Taos Ski Valley (Village) hereby invites entities that meet the qualifications and specifications set forth herein to submit Responses for the Village of Taos Ski Valley RFP VTSV2014-01 General Engineering Services.

2. **SCOPE OF SERVICES:** Requested services include but are not limited to:

A. **PROFESSIONAL CONSULTING SERVICES** to be provided on an as needed basis, as hereafter stated, which shall include customary and incidental services related to their field of expertise. Services shall include the following:

- I. Provide basic civil engineering design services (described below) on a work order basis as issued by the Public Works or Community Development Director (no tasks issued shall exceed a monetary threshold of \$50,000.00)
- II. Assist the Procurement Officer and other Village Staff in reviewing RFP's, RFB's, as needed.
- III. Assist in review of proposed public works improvements, commercial developments, and subdivisions to verify compliance with the design standards for municipal utilities and roadways.
- IV. Provide customary civil and engineering observations as requested by the Village Staff.
- V. Prepare reports and studies, in the area of Public Works improvements, to include, but not limited to, drainage, roadways, traffic, parking, park systems, snow removal/storage issues, and landscaping as well as serving as an expert witness if required.
- VI. NMDOT COOP -- Provide grant writing/review to secure funding, design and manage projects to completion.

B. BASIC CIVIL ENGINEERING SERVICES

Preliminary Design:

1. In consultation with the owner, determine the general scope, extent, and character of the project.
2. Prepare preliminary design documents (final design criteria, preliminary drawings, and outline specifications).
3. Prepare and submit an opinion of probable costs.
4. Submit copies of above preliminary design documents and conduct a review with the owner.

Final Design:

1. Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
2. Submit a revised opinion of probable project cost.
3. Submit copies of the final design documents and present and review them in person with the owner.

Bidding and Negotiating Phase:

1. Assist owner in advertising for and obtaining bids.
2. Prepare sets (as applicable) of Bid Document / technical specifications and plans. (Please include cost per set of additional copies if required).
3. Distribute bid docs to prospective bidders and construction reporting services.
4. Clarify and answer questions concerning the bid documents and issue addenda as required.
5. Conduct pre-bid meeting (if applicable), attend bid opening, prepare bid tabulation and assist owner in evaluating bids and in assembling and awarding contracts in accordance with NMDOT Standards and Specifications. Prepare Notice of Award, Notice to proceed and **4 original sets of contract documents (1-Legal Department; 1-Procurement Officer; 1-Contractor; 1-Engineer)**.

Construction Phase:

1. Submit to the owner a list of critical observation points.

2. Make periodic visits to the site at such times as appropriate to evaluate / assess progress and quality of work.
 3. Review contractors' pay applications and provide recommendation for payment.
 4. Render interpretations of construction documents.
 5. Review contractors' submittals for conformance.
 6. Prepare field and change orders as necessary.
 7. Coordinate and conduct final inspection and obtain all warranties and related documents as required by the contract documents.
 8. Develop and review with owner and contractor a punch list.
 9. Modify the original reproducible drawing delineating recorded built conditions.
 10. Coordinate and conduct 11 month warranty review.
- 3) **CONTRACT TERM:** The contract is for a term of one (1) year, with a three-year renewal option at the sole discretion of the Village. It is anticipated that this contract will commence on September XX, 2018 or shortly thereafter.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

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

The Village will select the Respondent whose Statement of Qualifications demonstrates their experience and ability to complete the scope of work. Each Statement of Qualifications will be evaluated and ranked based on the following criteria.

The evaluation criteria to be used by the Evaluation Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

- a. Specialized design and technical competence of the business, regarding the type of services required. If a joint venture or subcontracts are contemplated, provide the same information for those entities. 25 points
- b. Capacity and capability of the business to perform the work, including any specialized services, within the time limitations. 25 points
- c. Contracted solely with the Village of Taos Ski Valley and no possible conflicts with other entities within the village. 10 points.
- d. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. 10 points
- e. Familiarity with the Village of Taos Ski Valley and proximity and familiarity with the area in which the project is located. (Village of Taos Ski Valley). 10 points
- f. Current volume of work with the Village of Taos Ski Valley which is not 75% complete with respect to basic professional design services. 5 points
- g. Evidence of understanding of scope of work, the Village, and existing conditions. 15 points
- h. Resident Business Preference and Veterans Preference will be applied in conformance with NM State Laws.

Each Response submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Village 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 Village or to an incumbent thereof. The Village reserves the right to make additional inquiries and may request the submission of additional information.

- B. SHORTLIST EVALUATION FACTORS:** A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Respondents are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. Specialized Design - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific roles, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions, and insurance carriers.
3. Past Record of Performance - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information

regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

4. Proximity to or Familiarity with Site Location - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.

5. Volume of Work Previously Done - Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 00,000	to	\$25,000	5 points
\$ 25,000	to	\$35,000	4 points
\$ 35,001	to	\$ 50,000	3 points
\$ 50,001	to	\$100,000	2 points
\$100,001	to	\$150,000	1 points
\$150,001	and	over	0 points

6. Evidence of Understanding of the Scope - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget, and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. Respondents are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies.

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.

C. RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE

Points will be awarded based on Respondents ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

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

Resident Business Preference: New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident business. These points are added to the total points received for the Evaluation Criteria (page 12). **Respondent must attach a copy of your preference certificate if applicable.**

Veterans' Preference Certification

For the Respondent to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>

Respondents seeking a Resident Veteran Business Preference will be evaluated as follows:

- a) Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.
- b) Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.
- c) Resident Veteran Businesses with annual revenues of more than \$5M are to receive 7% preference on their proposals.
- d) The 7%, 8%, or 10% as indicated above will be added to the total points received for the Evaluation Criteria.
- e) The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the resident business Preference once the Resident Veteran Business Preference cap is exceeded

Respondent must attach a copy of your Veterans' Preference Certificate and Certification, If applicable:

No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the NM Department of Taxation & Revenue as a resident contractor pursuant to this section by making application and receiving from them a certification number. It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

Veterans Preference Certification

_____ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a. **NUMBER OF COPIES:** One 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:** Responses shall be in the same order as the requirements listed below and in the following section. Each Response should be prepared simply and economically. Please limit total number of pages to 35 (excluding tabular dividers and required forms). To demonstrate your qualifications, include an outline and description of comparable work in similar communities, your proposed approach to completing the scope of work, and any other narrative which demonstrates your unique qualifications for completing the scope of work.
- c. **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
- i) All forms contained or listed in Section 5 in this RFP, fully completed:
 - ii) Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.
 - iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

Proposal Organization

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

- Transmittal Letter
- Table of Contents
- Response to Evaluation Criteria "a" through "f".
- References
- Required Forms
- Other Supporting Material, if applicable

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

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

Transmittal Letter

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

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

Statement of Proposal Life: The proposal must have a *proposal life* of at least one hundred twenty (120) 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 Village of Taos Ski Valley RFP and Village of Taos Ski Valley terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive,

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

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

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

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

Shortlisting: The Village may shortlist the Respondents based upon responses to the above items. If necessary, the Village will conduct interviews/demonstrations. The Village 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 Village will not reimburse oral presentation costs of any Respondent.



**VILLAGE OF TAOS SKI VALLEY
PROFESSIONAL
SERVICE CONTRACT**

SAMPLE-FOR-REVIEW-ONLY

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and (hereinafter "CONTRACTOR") effective on this ____ day of _____ 20____.

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

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

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

1. Scope of Work.

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

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

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

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

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

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

2. Contact Person, Address & Phone.

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

B. The address and phone number is:

3. Term. This contract shall terminate _____, 20____ unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The VILLAGE is not required to pay CONTRACTOR

under this Contract for any work performed before the Contract is entered into or after it has terminated.

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

5. Compensation.

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

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

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

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

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

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

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

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

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

Gross Receipts tax rate: %.

Total maximum payable gross receipts tax amount: \$.

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

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

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

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

E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.

F. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the VILLAGE 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 VILLAGE that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the VILLAGE'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The VILLAGE shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

G. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation, or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE 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 VILLAGE, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
 - A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The VILLAGE's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the VILLAGE. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to VILLAGE, any work completed or in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the VILLAGE may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to

perform under this Contract. **This Paragraph is not exclusive and does not waive the VILLAGE's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

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

C. The VILLAGE may suspend work under this Contract for any reason the VILLAGE in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the VILLAGE except that, with the VILLAGE'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 VILLAGE'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 VILLAGE and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Village of Taos Ski Valley Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the VILLAGE, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the VILLAGE, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the VILLAGE.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such either the Contractor, its employees, agents or representatives shall be considered employees or agents of the VILLAGE, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Village vehicles, or any other benefits provided to Village employees.

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

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

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

CONTRACTOR:

Contractor
Printed Name: _____
Title or Position: _____

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

Nancy Grabowski, Finance Director
Budget Line Item:

ADMINISTRATIVE APPROVAL:

Mark G. Fratrack, Village Administrator

VILLAGE APPROVAL:

Christof Brown, Mayor

ATTESTED TO BY:

Ann Wooldridge, Village Clerk

APPROVED AS TO FORM:

Dennis Romero, Village Attorney

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) Resident Business Preference Form, if applicable
- (4) Resident Veteran Business Preference Form, 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.vtsv.org>

RESPONSE FORM

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

TO: Village of Taos Ski Valley:

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 Village, for the term as stated herein, and to enter into a Contract with the Village, 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 Village's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Respondent will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

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

PERFORMANCE GUARANTEE:

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

SUBMITTAL REQUIREMENTS:

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

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

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 20 ____.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY AND PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAD MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services or construction

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS applies to contributions made to the following Public Officials: **CHRISTOF BROWNELL, MAYOR**

COUNCIL MEMBERS:

**TOM WITTMAN
CHRIS STAGG**

**ROGER PATTISON
JEFF KERN**

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

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

Signature

Date
