



**Village of Taos Ski Valley
RFP 2020-14
Annual Audit Services**

Mayor Christof Brownell

Councilor Members

Jeffrey Kern

Roger Pattison (commission ends 3/31/20)

Neal King (Commission begins 4/1/20)

J. Chris Stagg

Thomas P. Wittman

March 29, 2020

**PROPOSAL SUBMISSION DEADLINE NO LATER THAN 4:00 PM
LOCAL TIME - April 13, 2020**

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SECTION 1: INTRODUCTION/OVERVIEW

A. OBJECTIVE:

The **Village of Taos Ski Valley** is requesting competitive bids from the Independent Public Accountants (IPAs) to perform the annual audit of the Village of Taos Ski Valley's financial statements for fiscal year ending June 30, 2020. With the option of a multi-year proposal for three consecutive years, pursuant to Audit Rule 2015, 2.2.2 NMAC "Requirements for contracting and conducting Audits of Agencies" and any future amendments that may occur.

SECTION 2: TECHNICAL AND PERFORMANCE SPECIFICATIONS

B. BACKGROUND

Section 12-6-14 NMSA 1978 (Contract Audits) states that the State Auditor shall notify each agency designated for audit by an independent auditor, and the agency shall enter into a contract with an independent auditor of its choice in accordance with procedures prescribed by rules of the State Auditor. The Public Accountancy Act (61-28B-13(B) of the 1999 Public Accountancy Act states that a firm with an office in New Mexico must hold a permit issued pursuant to this section of the 1999 Public Accountancy Act (61-28B-1 NMSA 1978) in order to provide attest services including audits of financial statements. A permit is also required for a firm that does not have an office in New Mexico but performs attest services for a client whose principal place of business is in New Mexico (for additional requirements see Section 2.2.2.8A. Except as otherwise provided in 2.2.216 NMAC, IPAs shall submit a firm profile to the State Auditor. Firms are required to notify the State Auditor of change to the firm profile as information becomes available. The State Auditor shall approve contracts only with IPAs who have submitted a complete and correct firm profile that has been approved by the Office and who have complied with all the requirements of this Rule including: (1) 2.2.2.14, Continuing Education and Quality Control requirements; (2) Subsection M of 2.2.2.8 NMAC, Independent Requirements; and (3) For IPAs who have previously audited agencies under this Rule, they must have previously complied with: (a) 2.2.2.9 NMAC, Report Due Dates; (b) 2.2.2.13 NMAC, review of audit reports and working papers; and (c) Paragraph (5) of Subsection A of 2.2.2.9 NMAC, notifying the State Auditor regarding why audit reports will be late.

SECTION III: SUBMITTALS, REQUIREMENTS and GENERAL INFORMATION

Respondent will submit a Technical and Cost Proposal package consisting of four sections. The four sections, with more detailed requirements following, are:

- Section I: Proposal Summary
- Section II: Technical Proposal
- Section III: Cost Proposal
- Section IV: Signed Campaign Disclosure, Other forms as required if applicable

A proposal checklist and required forms are contained in the Attachments (s).

The RFP response must include a statement from the Respondent as to the period during which its proposal will remain in effect.

Written requests for clarification will be received up until close of business 2 days before the due date.

Comments can be sent by email, letter or fax addressed to the Procurement Officer (see Section 3.5 Point of Contact).

3.1 Experience and References

The Respondent must submit a statement of relevant experience. The documentation must thoroughly describe how the Respondent has supplied expertise for similar contracts and work related to this RFP.

The Respondent should include in their proposals documentation describing the extent of their experience and expertise as well as business knowledge.

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

3.2. Cost:

The Respondent must include a detailed breakdown of costs with its proposal. See **Attachment 2: Form A -2 Cost Proposal**

3.3. Campaign Disclosure

Included with this RFP is a Campaign Contribution Disclosure Form which is required to be submitted as part of the proposal.

3.4. Scope of Procurement

The Village of Taos Ski Valley intends to enter into an initial **one-year** contract with the successful Respondent of this Request for proposals. Any such contract will be subject to approval by the Mayor and/or the Village Council depending on proposed amount, availability of funds, and other terms and conditions. The parties may renew the initial contract on an annual basis for a maximum of **two** (2) additional years or any portion thereof for the purpose of continuity of contractual services. In no case will the contract, including all renewals, exceed a total of three (3) years in duration. Subsequent contracts for the same services will be subject to a new RFP process and to Mayor and Council or Management approval as called for by law and Village ordinances and policies.

3.5. Point of Contact

Nancy Grabowski, Finance Director/Certified Procurement Officer
Village of Taos Ski Valley
PO Box 100
7 Firehouse Road
Taos Ski Valley, NM 87525
FAX: (575) 776-1145
Phone: (575) 776-8220 ext. 2
Nancy@VTSV.org

3.6 General Information

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00PM April 13, 2020. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the attention of the Procurement Officer at the above address. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP#2020-14Annual Audit Services. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Respondents that submitted proposals. Pursuant to Section 13-1-1196 NMSA 1978, the contents of any proposal shall not be disclosed to competing Respondents prior to contract award.

The Procurement Officer will review proposals for completeness and compliance with requirements. If any proposal submitted is deemed non-responsive, the Procurement Officer will notify the respondent in writing that such determination has been made and the method of protesting that determination.

The Procurement Officer reserves the right to amend and/or cancel this request for proposals prior to the time and date of the proposal due date, and the right to reject all offers submitted.

The Procurement Officer reserves the right to waive any minor or technical irregularities in any proposals that do not alter the price, quality or quantity of services, systems or items of tangible personal property being offered. In addition, the right to reject any proposal mistakenly awarded because of clerical, arithmetical, or other error on the part of The Village of Taos Ski Valley.

Submission Requirements

The Respondent shall submit one (1) original and 3 copies of the proposal on standard 8 ½ x 11” bond paper. Hard copy proposals shall be presented in a professional manner such as spiral bound, perfect bound or professional grade folder/ three ring binders. Proposals shall be appropriately titled on the front cover with the RFP name, RFP number, vendor name and the due date. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal. Manuals and other reference documentation

may be bound separately. Responses are limited to 30 pages maximum to include all of the above with the exception of tabs and separators.

All responses, as well as any reference material presented, must be written in common English language. Main text shall be a common typeface (Arial, Times New Roman, etc.) and shall not be smaller than 11pt.

The Respondent should sufficiently address each item presented in the RFP and all Appendices in accordance with the directions found herein. Each item is expected to be addressed or the proposal may be judged as “non-responsive.” Answers shall be clear, sufficiently detailed and specific to the Village.

Proposals shall be based only on the material contained in the RFP. In addition to the main document, this includes written responses to questions as well as any other official amendments/addenda published by the Village concerning the proposal. Proposals shall be prepared as simply as possible to provide straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Utmost attention shall be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled. The proposal shall be organized into the following major sections with tabs for sections numbered and titled as they appear below. Include a tab or section heading for each subsection.

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 Village.

Statement of Proposal Life

The proposal must have a *proposal life* of at least one hundred eighty (180) calendar days from the RFP due date. This shall represent the minimum time during which the proposal is a firm offer and contract may be entered into.

Statement of Acceptance

This statement shall state acceptance of all terms and conditions of The Village of Taos Ski Valley RFP.

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.

Signature of Authorized Representative

An authorized representative of the firm **must** sign the transmittal letter.

Company Background & Team Arrangement

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

- Company 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, if applicable;
- Project manager who will be working the project for the company; and
- Core competencies of the company (briefly describe.)

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

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

Reference Reviews

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

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 Village. 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. The Respondent must provide evidence of its’ financial capability to undertake this project as well as its personal resource inventory. The contractor shall furnish to The Village of Taos Ski Valley a current audited financial statement as to the Contractor’s present financial status.

Proposal Summary

The proposal response must include a full implementation schedule along with project deliverables.

Fee/Cost Proposal

Provide an estimated fee/cost proposal for this project. This requests a single cost for various deliverables as identified by the Audit Rule. See **Attachment 2: Form A-2 Cost Proposal**

Additional Information

Provide any additional information deemed necessary by the Respondent to ensure success of the project. Any exceptions that the Respondent would like to have for this project should be detailed.

All attached forms should be filled out and submitted as part of a Respondent's proposal.

Proposal Evaluation

1. Proposals will be evaluated and scored according to the following evaluation criteria. Proposals that significantly deviate from the Village's requirements may be found "non-responsive" without further evaluation.

Evaluation Criteria	Percentage (Weight Factor)	Score
Capability of Firm 1) Whether the IPA has the resources to perform the type and size of the audit required 2) The results of the IPA's most recent external quality control review (peer review); and 3) The organization and completeness of the IPA's proposal or bid for audit services.	30%	
Work Requirements & audit Approach 1) The IPA's knowledge of the agency's need and the product to be delivered; 2) Whether the IPA's proposal or bid contains a sound technical plan and realistic estimate of time to complete the audit; 3) Plans for using agency staff; and	20%	

4) If the proposal or bid is for a multi-year contract, the IPA's approach for planning and conducting the work efforts of subsequent years.		
Technical Experience 1) The governmental audit experience of the IPA and specialization in the agency's type of government – <i>Municipal Government</i> 2) The IPA's attendance at continuing professional education seminars or meeting on auditing, accounting and regulations directly related to state and local government audits and the agency.	30%	
Cost	20%	
TOTAL POSSIBLE POINTS	100%	

2. Interview if required – Approximately 50 points are possible in scoring each interview for this RFP. The Evaluation Committee will provide a list of questions relevant to the project. These questions shall be addressed to the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared questions.

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

In addition to or instead of interviews, Respondents may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Respondents who submit proposals found to be reasonably likely to be selected for award. (NMSA 1978, Sec. 13-1-115.)

NOTICE CONCERNING ILLEGAL ACTS: The New Mexico Procurement Code and criminal laws prohibit bribes, gratuities and kickbacks.

CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Village of Taos Ski Valley will make every effort to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Village of Taos Ski Valley	March 29 2020
2. Deadline to submit	Potential Respondent	April 13, 2020
3. Proposal Evaluation	Evaluation Committee	April 17, 2020
4. Contract Award	Village of Taos Ski Valley	April 24, 2020
5. Protest Deadline	Respondent	May 11, 2020

EXPLANATION OF EVENTS

The following paragraphs describe the activities listed above in the sequence of events shown in Paragraph A.

1. Issue of RFP:
The Village of Taos Ski Valley is issuing the RFP
2. Submission of Proposal

ALL OFFERS OF PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT AGENT OR DESIGNEE NO LATER THAN 4:00 PM April 13, 2020. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section 3.5. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP#2020-14 Audit Services. Proposals submitted by facsimile will not be accepted.

3. Proposal Evaluation

An Evaluation committee will perform the evaluation of proposals. This process will take place on April 17, 2020 or shortly thereafter. Points will be allocated, by each member, as described in this RFP. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

It is the general practice of the Evaluation Committee to hold interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the short listing. If fewer than three proposals are received the Evaluation Committee may recommend an award to the appropriate Mayor and/or Governing Body for approval or direct that the RFP be reissued.

During this time, we may initiate discussions with Respondent (s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspect of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Respondent (s).

4. Contract Award

The contract shall be awarded to the Respondent (s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Mayor and/or Village of Taos Ski Valley Governing Body approval and NM State Auditor.

5. Protest Deadline

Any protest by a respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations providing a 15-day protest period following knowledge of the facts or circumstances giving rise to the protest. Protest 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 Procurement Officer, Village of Taos Ski Valley, PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525. Protests received after the deadline will not be accepted.

GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes acceptance of the Conditions Governing the Procurement and the Evaluation Factors contained in this RFP.

2. Incurring Cost

Any cost incurred in the preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent.

3. Primary Contractor Responsibility

Any contract that may result from this RFP shall specify that the primary contractor is solely responsible for fulfillment of the contract with The Village of Taos Ski Valley. The Village of Taos Ski Valley will make contract payments to only the primary contractor.

4. Sub-Contractors

The primary contractor is responsible for all work that may result from this procurement. The primary contractor will act as the primary project manager; subcontracting of work is allowed, but the prime is still responsible for the work completed. Subcontracting work does not absolve the prime in any manner.

5. Amended Proposals

A Respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be completed replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Village of Taos Ski Valley personnel will not merge, collate, or assemble proposal materials.

6. Respondent's Rights to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Respondent must submit a written withdrawal request signed by the Respondents duly

authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to the RFP, including proposal prices, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The Proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary and confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Respondent has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Respondent's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of product offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Respondent has made a written request for confidentiality, The Village of Taos Ski Valley shall examine the Respondent's request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates The Village of Taos Ski Valley or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when The Village of Taos Ski Valley determines such action to be in the best interest of The Village of Taos Ski Valley.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The Village of Taos Ski Valley's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Village of Taos Ski Valley requires that all respondents agree to be bound by the General Requirements contained in this RFP. Any respondent concerns must be promptly brought to the attention of the Procurement Officer. The contract to be entered into between the Village and the selected vendor for provision of the systems and services solicited by this RFP shall be subject to legal review and approval by the Village Attorney and will contain provisions mandated by and advisable under New Mexico law.

13. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with respondents that may result.

14. Basis for Proposal

Only information supplied by The Village of Taos Ski Valley in writing through the Procurement Officer or in this RFP should be used as the basis for the preparations of proposals.

15. Respondent's Terms and Conditions

Respondents must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with The Village of Taos Ski Valley.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiations, will be discussed only between The Village of Taos Ski Valley and the selected respondent and shall not be deemed an opportunity to amend the Respondent's proposal.

17. 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 or fails to submit a responsible offer as defined in Sections 13-1-89 and 13-1-85 NMSA 1978.

18. 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 same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Representatives

The Village of Taos Ski Valley reserves the rights to require a change in representatives if the assigned representatives are not, in the opinion of The Village of Taos Ski Valley, meeting its needs adequately.

20. 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.

21. The Village of Taos Ski Valley reserves the right to accept all or a portion of a Respondent's proposal.

22. Multiple Awards

The Village reserves the right to make multiple awards of the items, project and/or sections of this RFP if applicable.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential 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.

24. 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 respondent's shall be returned after the expiration of the protest period. Unsuccessful Respondent's may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve all copies of their proposal must do so within two weeks after the award.

25. 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.

26. State and Local Ordinances.

In submitting a proposal, the Respondent represents that they have familiarized themselves 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.

27. 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, prerequisites or allowances normally afforded only to employees of the Village. 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.

28. The detailed fee proposal, along with the work plan will be the basis for final contract negotiations with the selected firm.

29. The respondent shall indicate if there are any problems with meeting the terms of the Specifications and General Requirements of this proposal, and the insurance requirements that may apply. Depending on the proposals, the contract will be revised to incorporate the details of the negotiated agreement of the parties.

30. The Village of Taos Ski Valley may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement cost, and improve the timely acquisition of supplies, equipment and services. The respondent to whom a contract is awarded under this RFP may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase services provided by the respondent under its contact with The Village of Taos Ski Valley, pursuant to terms and conditions stated therein.

VI. APPENDIX

DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Contract” – a written agreement for the procurement of items of tangible personal property or services.

“” – a successful respondent who enters into a binding contract.

“Determination” – the written documentation of a decision by the Procurement Agent including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” – The terms “may”, “can”, “should”, preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” – a document prepared by the Procurement Manager and the Evaluation Committee for submission to The Village of Taos Ski Valley Governing Body for contract award. It contains all written determinations resulting from the procurement.

“Finalist” – defined as a respondent who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” – The terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the respondents’ proposal.

“Procurement Officer” – the person or designee authorized by The Village of Taos Ski Valley to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP"- all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Respondent” – is any person, corporation, or partnership that chooses to submit a proposal.

"Responsible" - one who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal"- an offer or proposal, which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

Attachment 1

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 must disclose whether they, a family member or a representative of the prospective 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 submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the signs the contract, if the aggregate total of contributions given by the prospective, a family member or representative of the prospective to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY THE PROSPECTIVE RESPONDENT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAVE 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 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.

"Tendency 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" 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" 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.

DISCLOSURE OF CONTRIBUTIONS applies to contributions made to the following Public Officials:

CHRISTOF BROWNELL, MAYOR

COUNCIL MEMBERS:

JEFFREY KERN

ROGER PATTISON (TERM ENDS 3/31/20)

NEAL KING (TERM BEGINS 4/1/20)

J. CHRIS STAGG

THOMAS P. WITTMAN

Contributions made by: _____

Relation to Prospective: _____

Name of Applicable Public Official: _____

Date Contribution (s) made: _____

Amounts (s) of Contributions (s) _____

Nature of Contributions (s) _____

Purpose of Contributions (s) _____

Signature

Date

Title (position)

OR

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

Signature

Date

Title (Position)

Attachment 2: Form A-1

Respondent's Statement of Organization

1: Full Name of Business Concern (Respondent)

2: Principal Business Address:

3: Principal Contact Person(s) for this Proposal (name and title):

Direct Phone Number (or Cell Phone): _____

Email Address: _____

4: Form of Business Concern (Corporation, Partnership, Joint Venture, Other)

5: If a corporation, in What State Incorporated and Date of Incorporation:

State _____ Date: _____

6: If a Joint Venture or Partnership, Provide Date of Agreement:

Date _____

7: Provide the names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Respondent. Provide proof of the ability of the individuals so named to legally bind the Respondent:

Name	Address	Title
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TECHNICAL PROPOSAL FORM A-1 CONTINUED

8: List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

Name	Address
1:	
2:	
3:	
4:	

9: Outline specific areas of responsibility for each firm listed in Question 8.

Name	Responsibilities
1:	
2:	
3:	
4:	

10: Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

11: If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships:

Attachment 2: Form A-2 Cost Proposal

Please Breakdown cost(s) by category:

(Please use from State Auditor- www.saonm.org/

Path is as follows: Procuring Contracts/ Required Forms and Contracts for FY 2020

Other charges not listed above. (Cost Proposal to be submitted in a separate sealed envelope)

Providers Name: _____

Date: _____

Firm: _____

Telephone: _____

Fax: _____

Address: _____

Provider's Signature: _____

Attachment 2: Form A-3

Cost Proposal Signature Page

The Annual Audit Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Respondent to the price quotes stated in the collection cost proposals.

Company Name: _____

Address: _____

Address: _____

County/State/Zip: _____

Phone Number: _____

Fax Number: _____

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and are submitting the following Cost Proposal in full compliance with those requirements.

By submission of a proposal, the Respondent is required to certify as to its own organization, that in connection with this proposal:

- a. The cost in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such cost with any Respondent or with any competitor; and
- b. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclose by the vendor prior to award directly or indirectly to any other Respondent or to any competitor.

AUTHORIZED SIGNATURE:

The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Technical and Cost Proposal is a response:

Signature: _____

Name/Title: _____

Date: _____

SAMPLE CONTRACT:

To view contract go to www.saonm.org/ path is as follows: Procuring Contracts/Required Forms and Contracts for FY 2020.