



VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

REQUEST FOR PROPOSALS

TITLE: SYSTEM DEVELOPMENT & IMPACT FEE STUDY

RFP VTSV 2020-01

Issue Date: August 25, 2019

Proposal Question Deadline: September 16, 2019 at 4:00 p.m. MST time

Question Response Deadline: September 23, 2019 at 4:00 p.m. MST time

Proposal Deadline: September 30, 2019 at 4:00 p.m. MST time

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

Introduction

The Village of Taos Ski Valley (VTSV) is requesting competitive sealed proposals for the selection of a professional consulting firm to provide a study and update of the Village's Land Use Assumptions, Capital Improvements Plan, and Development Impact Fees in accordance with the Development Fees Act, Sections 5-8-1 to 5-8-42, NMSA 1978. The object is to ensure that the Village is accurately accounting for the true costs of potential development upon the Village community and to update fees which offset or mitigate those costs.

Description: A copy of this RFP can be obtained from VTSV 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 87525. 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 clearly marked with the RFP# 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.

NOTE - There is NO overnight guaranteed delivery to Taos Ski Valley.

TABLE OF CONTENTS

SECTION 1 - SPECIFICATIONS AND SCOPE OF WORK..... 3

SECTION 2 -INSTRUCTIONS 7

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS.....12

SECTION 4 – TERMS AND CONDITIONS OF CONTRACT 15

SECTION 5 – REQUIRED FORMS 21

1. SECTION 1 - SPECIFICATIONS AND SCOPE OF WORK

PROJECT DESCRIPTION: The Village of Taos Ski Valley is requesting competitive sealed proposals from qualified consultants to conduct a study and update of the Village's System Development and Impact Fees and corresponding ordinance. The Village presently assesses four categories of development impact fees (DIF) on new development and redevelopment to help offset the cost of new infrastructure and services necessitated by increased growth and development. The update will also incorporate existing Water & Sewer System Development Fees into the revised DIF Ordinance. The study should include detailed and legally defensible justification and analysis and comply with the New Mexico Development Impact Fees Act (incl. reference).

The study should have recommendations of the appropriate methodologies for the assessment of system development and impact fees and show the financial nexus between each DIF and corresponding capital and infrastructure projects. Inherent in the overall analysis is an evaluation of the Village's current DIF. The System Development and Impact Fee Study and Update should recommend proportional fees for each infrastructure category by the type of land use to support the Village's policy goals in land use planning, infrastructure planning, and economic development.

2. **BACKGROUND:** Taos Ski Valley was incorporated as a village in July of 1996, New Mexico's 100th municipality. While the last official census put our human population at 69 inhabitants, the population swells and daily visitor counts exceed 3,000 on a regular basis throughout the winter ski season. Annual recreational visits to the Village surpass 350,000. At a base elevation of 9,200 feet, the Village is surrounded by green forests and high mountains. We have the highest residential home in New Mexico at 10,388 feet elevation. Wheeler Peak, the tallest mountain in New Mexico at 13,161 feet, overlooks the ski area and village. We are home to the world class ski resort, Taos Ski Valley, and our mountains provide great skiing and snowboarding in winter and peaceful hiking in summer, along with a variety of outdoor activities.

The last few years have brought a significant increase in private investment and property development and corresponding public investment in Village infrastructure. The establishment of a Tax Increment Development District (TIDD) in 2015 is expected to add approximately \$44M in new and rehabilitated public assets and infrastructure. New growth and commercial development is occurring throughout the Village in both the Village Business Core and at the higher elevation Kachina Basin. It is reasonably estimated that between \$700M – \$800M in new private investment will occur within the Village municipal limits during the next ten to fifteen years. Commercial development is spurring private single family home sales and redevelopment as well.

3. SCOPE OF SERVICES:

Project Requirements: Project tasks shall include those items noted below. If the consultant believes that additional tasks are warranted, they must be clearly identified in consultant's proposal as options with corresponding costs quote. . The agreement will include the following tasks in a scope of work:

- Conduct Kick-Off meeting with Village staff to discuss the project scope, purpose, uses and goals of the Village's Development Impact Fee Study to ensure that the study will be both accurate and appropriate to the Village's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- Meet with staff to needed to gain an understanding of the Village's processes and operations.
- Develop a Project Timeline which demonstrates convincing that the project will be completed within six (6) months from award. The six month project schedule and deadline shall include time for staff and public review and recommended formal process for Ordinance adoption.
- Evaluate current land use assumptions and their impact on existing levels of service and infrastructure.
- .
- Describe the impact upon the level of service for the new and proposed development in the Village.
- Prepare an estimated cost of providing additional Village facilities and to be updated Capital Improvement Plan.
- Prepare a listing of projects eligible for impact fee funding.
- Recommended revised System Development and Impact Fees based upon the Study.
- Prepare a report of findings which shall include but not be limited to the following:
 - Description of the overall methodology;
 - Supporting justification;
 - Proposed updated Land Use Assumptions, either system-wide or limited to specific areas of the Village, for consideration by the Village's governing body;

- Proposed updated Capital Improvements Plan for consideration by the Village's governing body, based on the proposed Land Use Assumptions;
 - Recommended revised System Development and Impact Fees for consideration by the Village's governing body, based on the proposed Land Use Assumptions and proposed Capital Improvements Plan;
 - The analysis and calculations that provide each legal nexus between the recommended fee and the impact created by the new development.
 - The relationship between the fee's use and the type of project on which it would be imposed.
 - The need for any additional Village facilities and the type of project on which the fee would be imposed. The amount of the fee and the cost of the facility (or portion of the facility) attributable to new development. The final report should summarize key results and findings and any additional matters arising from the Study.
- Draft language for updated System Development and Impact Fee Ordinance(s) incorporating findings from the Study.
 - Consultant shall lead and participate in various presentations to Village staff, the Planning & Zoning Commission, and the Village Council and/or other interested parties as deemed necessary by staff. Consultant shall collect and document comments and concerns from staff and Council members and incorporate those comments as directed. Consultant shall assist with staff reports and any presentations developed.
 - Consultant shall alert the Village of other matters that come to the attention of the consultant in the course of this evaluation that in consultant's professional opinion the Village should consider.
 - Consultant must present defensible studies and reports which result in fees consistent and compliant with current applicable laws, regulations, and statutes.
 - After review and approval of the draft study, the Consultant shall prepare a final study and provide ten (10) bound copies, one (1) unbound copy, one (1) digital file copy in PDF format and one (1) editable digital file copy to the Village.

General Requirements: The awarded consultant is expected to comply with the following:

- Consultant must be able to provide qualified professional services as defined in Section 5-8-2(M), NMSA 1978.
- Consultant shall agree to and comply with all terms of the Village Standard Agreement for Professional Services.
- The consultant and their sub consultants must hold or obtain business licenses in the Village for any work within Village limits.
- Awarded consultant shall provide monthly progress reports, in a format acceptable to the Village.

Such progress reports shall include:

- Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period.
 - Comparison of adopted schedule to project progress. Such report shall clearly indicate any risk to project schedule.
 - Comparison of Actual Costs to Budget including percentage used and percent of project complete.
- In addition to regular progress reports, Consultant shall also be responsible for immediately contacting and communicating with Village staff regarding any unanticipated problems, issues and/or changes encountered which would negatively affect the schedule.

4. PROPOSAL REQUIREMENTS: Consultant proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing consulting services for the VTSV.
 - a. This Letter of Transmittal must state that the proposal is valid for at least a 120 day period.
 - b. An officer of the consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the Village shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
 - c. Provide name, title, address, mail, and telephone number of key contact for the Village during the RFP and award process.

2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.

3. Approach to Scope of Services.

a. Work Plan and Approach.

- i. Discuss your firm's understanding of the Scope of Services to be performed.
- ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to Village requests and inquiries, and other issues critical to this project.
- iii. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule.
- iv. Describe what is needed from the Village i.e. data, previous studies and reports, etc.
- v. Identify any "value-added" services that your firm may provide.
- vi. Identify location where most work activity is anticipated to take place.

b. Schedule: Outline a proposed project schedule starting from a kick off meeting with staff thru development of draft documents and final report and adoption by Village Council.

4. Team Experience / Capacity. Provide the information listed below highlighting successful projects with municipalities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.

a. Experience. Describe your experience and capacity to manage projects of size and scope similar to the study in this RFP. Identify any current projects or anticipated projects for other clients that consultant anticipates will run concurrently with work for VTSV. Identify how consultant will ensure that project staff is available for Village meetings when needed.

b. Key Personnel Background. Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.

c. Sub consultants. Identify any sub consultants that would be used and their specific role. (All sub consultant costs, including any markup, must be included in consultant's cost proposals.)

d. Provide a listing of similar studies performed within the last five (5) years. Include the following information:

- i. Clients name, point of contact, addresses, and telephone numbers
- ii. Description of study and year of completion
- iii. Key personnel involved

5. References. Provide at least three references from municipalities for whom you have provided similar services. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the Village's project.

6. Cost Proposal. Each Costs Proposal must:

a. Provide a complete outline of the estimated cost including: consultant costs and any ancillary costs such as, but not limited to travel costs.

The consultant will propose to perform the project for a fixed cost with milestones, consultant shall provide milestones upon which payment is anticipated as well as assumptions used to develop cost proposal, and the total lump sum (or not to exceed) cost.

b. Any cost submittal shall include sufficient detail to ascertain that project can be completed within the cost and schedule proposed.

5. REQUIRED FORMS:

- (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

The successful firm/individual will be required to execute a Contract between the Village and Contractor. The Contract will incorporate the selected firm's proposal, the Village scope of services and other pertinent requirements and details. See sample contract below.

SECTION 2 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, VTSV 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 VTSV. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing Officer 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 Purchasing 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 Purchasing Officer, (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 Purchasing 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 Village designated holidays.

b. Responses received after the above deadline will be considered unresponsive and will not be accepted and will be returned to the Respondent unopened. The Purchasing 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, RFP 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 email, 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 final 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 or commission. 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/percentage 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. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Village's policies have been fulfilled, reviewed by Village Legal Counsel, voted on and accept on by the Village Council and signed by the Mayor. 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 Purchasing Officer 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 three (3) 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 Village Administrator 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 property management 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:** 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 individual, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The selected Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the 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).

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.

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.

21) VILLAGE PARTICIPATION: The Village will provide appropriate personnel support for implementation of these agreements. For the purpose of contract administration, the Village will designate a person to serve as Village Contract Manager. The Director of Planning and Community Development 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. Any confidential information included with the proposal must be marked as such and will remain confidential and will not be released to the public. 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 an initial 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.

At VTSV's discretion, the Evaluation Committee may interview the highest-ranked proposals from the shortlisting. 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.

During this time, VTSV 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 VTSV. The protest must be delivered to the Village of Taos Ski Valley, Purchasing Officer (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525 no 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, VTSV 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 Purchasing Officer reserves the right to waive minor irregularities. The Purchasing Officer 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 Purchasing Officer.
- 27) **CHANGE IN CONTRACTOR REPRESENTATIVES:** VTSV reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of VTSV, meeting its needs adequately. **If the contractor wishes to change its designated representative, that change must be approved by VTSV.**
- 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:** VTSV reserves the right to accept all or a portion of a Respondent's proposal.
- 30) **MULTIPLE AWARDS:** The Village will NOT make multiple awards for this contract.
- 31) **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Respondents, Respondents, and contractors must secure from VTSV 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 VTSV. 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 include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Awardee when submitting monthly payment to VTSV.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- A. EVALUATION:** All Responses received will be evaluated by an Evaluation Committee. The Village will select the Respondent whose Proposal demonstrates their experience and ability to complete the scope of work. Each Proposal 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. Capacity and capability of the individual or firm to perform the work outlined in the Scope of Services within a realistic and convincing timeframe. 25 points
- b. 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
- c. Describe approach to the Scope of Work. 20 points
- d. Evaluation of the current Development Impact Fee Ordinance (Ordinance #17-30, Section 23 – Development Impact Fees).. 20 points
- e. Proposed cost for services. 25 points
- f. 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. 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>.

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 unaware of the procurement involved if the statements are proven incorrect.

SECTION 4 –TERMS AND CONDITIONS OF CONTRACT



Contract No. VTSV

**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.**

e. 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: 9.25%.
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 along with an invoice of expenses incurred. If the VILLAGE finds that the services or expenses are not acceptable, within ten (10) business 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 neither 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:

VILLAGE APPROVAL:

Contractor
Printed Name: _____
Title or Position: _____

Christof Brownell, Mayor

Contractor's GRT/CRS Number OR

ATTESTED TO BY:

Contractor's Fed. Tax ID No. or SSN

Village Clerk

APPROVED AS TO FORM:

Village Attorney

ADMINISTRATIVE APPROVAL:

Village Administrator

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**

**JEFF KERN
ROGER PATTISON**

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
