



**TOWN OF TAOS
PURCHASING OFFICE
REQUEST FOR PROPOSALS
RFP: 07-08-11**

Catering Services for the Taos Convention Center

MAYOR
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ERLINDA GONZALES
MELITON STRUCK
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RUDY ABEYTA

Release date: November 8, 2007

DEADLINE TO SUBMIT: November 26, 2007 at 5:00 PM (LOCAL TIME)

LEGAL NOTICE

Notice is hereby given that the Town of Taos, New Mexico calls for Sealed Proposals for:

RFP # 07-08-11

Catering Services for the Taos Convention Center

Interested parties may secure a copy of the specifications from:

Tina Torres, Town of Taos
400 Camino De La Placita
Taos, NM 87571 (505) 751-2025

or www.taosgov.com. Please contact the Purchasing Office @ (505)751-2025 to be included in the spec-holder list in order to receive amendments to this request if applicable.

Site visit is scheduled for November 15, 2007 at 10:00AM. which will begin at Taos Convention Center Sales Office, 120 Civic Plaza Drive. Attendance is encouraged but non-mandatory.

Sealed Proposals must be received by the Town of Taos Purchasing Agent, Tina Torres, at the Town of Taos, 400 Camino de la Placita, Taos, New Mexico 87571 no later than 5:00 P.M. Local Time November 26, 2007.

The Town of Taos reserves the right to reject any/all Proposals and waive all formalities.

By Order of the Governing Body
Town of Taos

Tina Torres,
Purchasing Agent
(505) 751-2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Town of Taos is seeking competitive proposals from qualified independent contractors to provide catering services at the Taos Convention Center. The Town plans to retain the services of one or more caterers under this proposal.

The successful caterer(s) will be required to execute a Service Contract, (Town of Taos Term & Conditions), a sample but not the actual document is part of this RFP document. The Service Contract will incorporate the selected Firm's proposal, scope of services and other pertinent requirements and details. The initial contract shall begin on January 1, 2008, or as soon as possible thereafter and end on December 31, 2011. Included with this RFP is a Campaign Contribution Disclosure Form, which needs to be filled out and filed with the Town, via the Town Purchasing Agent, upon award of the Contract.

The Town of Taos is seeking catering services to provide a wide range of food service for the Taos Convention Center. The services must be provided under the criteria that follow. We are looking to provide a choice of quality food and beverage options for our customers.

The Taos Convention Center is comprised of Bataan Hall, Rio Grande Hall, Don Fernando Hall and Coronado Hall and contains approximately 28,000 square feet of meeting space available for conferences, trade shows, training sessions, seminars, banquets and social events.

Rio Grande Hall: This facility is the Taos Convention Center's largest meeting room. The open hall is ideal for meetings and banquets. This spacious room can be divided into four sections providing a variety of breakout rooms, which are perfect for smaller functions. The Entrance Lobby is the perfect spot for meeting welcome, registration, and continental breakfast. Wide hallways connecting Rio Grande Hall with Bataan Hall provide gracious reception and service areas. Rio Grande courtyard connects the two and is an attractive, ample space for outdoor buffet service. This side of the facility also houses the catering kitchen.

Bataan Hall: Bataan Hall is a versatile room that accommodates meetings and banquets. The room's stage is complete with a lighting system and is perfect for presentations, lectures, concerts, wedding head tables and more.

Don Fernando Hall: Across Civic Plaza Drive from Rio Grande and Bataan Halls and adjacent to Coronado Hall is Don Fernando Hall is a large meeting room that accommodates meetings and banquets. In addition, an enclosed patio provides open air space for banquets, barbecues, or meetings al fresco, ideal for spring and summer functions.

Coronado Hall: Across Civic Plaza Drive from Rio Grande and Bataan Halls is Coronado Hall. It houses four functional breakout rooms: El Alcalde, Los Angelitos, El Taoseno, and the Town Council Chambers. In addition, two patios provide open air space for banquets, barbecues, or meetings al fresco, ideal for spring and summer functions.

Offerors are encouraged to attend a site visit of the Taos Convention Center on Monday, November 12, 2007 at 10:00 AM which will begin at Taos Convention Center Sales Office, 120 Civic Plaza Drive.

B. SCOPE OF SERVICES:

- 1) The Taos Convention Center has a commercial kitchen available that is approved by the New

- Mexico Environment Department. The kitchen will be available for use by the selected caterer(s) in providing food services at the Taos Convention Center.
- 2) The caterer(s) selected by the Taos Convention Center pursuant to this RFP will be allowed to use the kitchen and its equipment (including a metered dishwasher at a cost per wash load) provided that it is fully cleaned and sanitized immediately after each use, and all refuse is removed and disposed in the refuse containers outside the building.
 - 3) The caterer(s) will be required as a condition of accepting a catering contract, to provide a cleaning and damage deposit. The deposit will be held by the Taos Convention Center, and returned to the caterer(s) at the end of the contract term provided that no damages to the Taos Convention Center property have occurred as a result of the caterer's operations.
 - 4) The Taos Convention Center will provide the tables, chairs, and their set-up for approved catered events at the Taos Convention Center.
 - 5) The caterer(s) will be required to provide all other supplies (including linen rental, serving items, plates, flat ware, etc), equipment, and sufficient staff to provide quality catering services to our customers. The caterer(s) must also obtain all required food and drink/catering permits from the New Mexico Environment Department, and comply with all applicable regulations during the term of the contract, a copy of which must be submitted to the Town of Taos prior to a contract being awarded.
 - 6) The caterer(s) will obtain, and provide the Town of Taos with a general liability insurance policy in an amount at least equal to the limits imposed by the New Mexico Tort Claims Act, and shall name the Town of Taos and the Taos Convention Center as additionally insured on the policy.
 - 7) The caterer(s) is responsible for providing appropriate security by a licensed security firm for all catered events as deemed appropriate by the Taos Convention Center Director including, but not limited to dances, concerts, quincenieras, weddings, showers, etc. In conjunction with the Town of Taos designated dispenser/agent, any activity in which alcohol is to be served as part of the event will require security personnel to be present throughout the event. Approval of a security plan by the Taos Convention Center will be required.
 - 8) The caterer(s) is responsible for removing all trash, garbage, decorations, food and drink from the Taos Convention Center kitchen, banquet, hallways and outdoor areas following each event, depositing trash in the refuse containers outside the facility and washing all trash cans. Additional charges may be assessed for excessive trash or additional trash pick-ups.
 - 9) The caterer(s) is responsible for promptly cleaning and scrubbing any carpeted area in the Taos Convention Center in which food or drink has been dropped or spilled to prevent damage or staining of the carpet.
 - 10) The caterer(s) shall be required to train their employees on appropriate behavior and courtesies when providing catering services at the Taos Convention Center. A staff that is well trained on serving, bussing, cleaning, and customer service is essential for the continued operation of the Taos Convention Center.
 - 11) All employees should be appropriately attired and uniformed during events to present a professional appearance to our customers. Uniforms shall be approved by the Taos Convention Center Director prior to their use. The caterer(s) shall also ensure that a sufficient number of employees are provided for each event to ensure food service is provided in a timely manner, and that the area is cleaned up promptly following each event.
 - 12) The caterer(s) will provide workman's compensation insurance coverage for their employees, and provide the Town of Taos with evidence of insurability. The caterer(s) will also be required to release the Town of Taos and the Taos Convention Center and its employees from any liability in connection with the catered event, copies of which will be submitted to the Town of Taos prior to a contract being awarded
 - 13) The Taos Convention Center will seek a separate dispenser/agent for the sales and serving of alcoholic beverages at catered events. The caterer(s) will be required to work cooperatively with

- Town of Taos designated dispenser/agent of alcoholic beverage services.
- 14) The Taos Convention Center will provide clean up and maintenance of the public restroom areas during each event. The caterer(s) is responsible for all other areas inside and outside of the facility. During and after events the caterer(s) shall wipe down tables and ensure that all areas are kept clean. The caterer(s) shall ensure that outdoor areas and hallways are policed regularly.
 - 15) The Town of Taos reserves the right to add additional caterers both at the Taos Convention Center and offsite venues as deemed necessary.
 - 16) At certain times, multiple events may be occurring at the Taos Convention Center, which may require more than one caterer to use the kitchen facilities. During those events, common courtesies and full cooperation between the caterers will be essential and required.
 - 17) Catering Fees
 - a) In consideration for the use of the Taos Convention Center's kitchen facility, the use of the meeting rooms where food and drink will be served, the cost of utilities, the clean up and maintenance of the public restroom, the set-up fees by the convention center staff, and the disposal of refuse to the landfill, the Taos Convention Center will charge each caterer a 20% commission (subject to negotiation) on the gross receipts of each scheduled event at the Taos Convention Center. Payments shall be made in a timely manner, generally within ten days of the completion of an event.
 - b) The gross receipts will be determined by requiring each caterer to provide the Taos Convention Center with a copy of the signed agreement in a form approved by the Taos Convention Center Director between the caterer and the customer using the catered services. The agreement shall include all costs to be paid by the customer to the caterer for the event.
 - c) Catering agreements between the caterer and the customer must be coordinated with the Taos Convention Center Sales Office to ensure that the facility is booked for the event, security arrangements have been made, and that the appropriate fees are paid on time. The caterer must provide the Taos Convention Center Sales Office the catering agreement signed by the caterer and the customer no less than 72 hours prior to the scheduled event.
 - d) Catering at off site venues referred by the Taos Convention Center Sales Office will be assessed a 20% commission (subject to negotiation) on the gross receipts.

C. SCOPE OF PROCUREMENT

The Town of Taos reserves the option of renewing the initial contract for one additional year or any portion thereof for the purpose of keeping the stability of the contractual services. In no case will the contract(s), including all renewals thereof, exceed a total of five years in duration. The contract shall be reviewed annually based on performance and the needs of the Town of Taos.

D. PROCUREMENT MANAGER

The Town of Taos has designated a Procurement Agent who is responsible for the conduct of this procurement whose name; address and telephone number are listed below. All Deliveries via express carrier should be addressed as follows:

Tina Torres
Purchasing Agent
400 Camino de la Placita
Taos, NM 87571

Phone: 505-751-2025

NOTE: UPS, FEDEX, or other overnight mail services to Taos may not be reliable.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Agent in writing. Offerors may contact ONLY the Procurement Agent regarding the procurement. Any question, comment or concern will be shared with all interested parties to this proposal. . **Fax or email proposals will not be accepted.**

II. 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 Procurement Agent will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Town of Taos	11/8/07
2.	Site Visit	Town of Taos	11/15/07 10:00 AM
3.	Deadline to Submit	Potential Offerors	11/26/07
4.	Proposal Evaluation	Evaluation Committee	11/27/07
5.	Interviews	Town of Taos	12/3/07-12/7/07
6.	Contract Award	Town of Taos	12/11/07 or 12/18/07
7.	Protest Deadline	Offeror	01/03/08

B. 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 by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. Prime Contractor Responsibility
Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Town of Taos. The Town of Taos will make contract payments to only the prime contractor.

4. Subcontractors
The prime contractor is responsible for all work that may result from this procurement. The contractor will act as the prime & project manager; subcontracting of work is allowed, but the prime is still responsible for the work completed. Subcontracting work does not absolve the prime contractor in any manner.
5. Amended Proposals
An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town of Taos personnel will not merge, collate, or assemble proposal materials.
6. Offerors' Rights to Withdraw Proposal
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.
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 this RFP, including proposal prices, will be considered firm for ninety (90) 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 or confidential. The Procurement Agent will not disclose or make public any pages of a proposal on which the offeror 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 offeror'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 products 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 an offeror has made a written request for confidentiality, the Town of Taos shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so 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 Town of Taos or any of its agencies to the use of any proposed professional services until or unless 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 Town of Taos determines such action to be in the best interest of the Town of Taos.
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 Town of Taos's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review

The Town of Taos requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Agent.

13. Governing Law
The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.
14. Basis for Proposal
Only information supplied by the Town of Taos in writing through the Procurement Agent or in this RFP should be used as the basis for the preparation of offeror proposals.
15. Offeror's Terms and Conditions
Offerors 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 Town of Taos.
16. Contract Deviations
Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Town of Taos and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.
17. Offeror Qualifications
The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 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 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 Contractor Representatives
The Town of Taos reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Town of Taos, meeting its needs adequately.
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. Town of Taos Rights
The Town of Taos reserves the right to accept all or a portion of an offeror's proposal.
22. Multiple Awards
The Town reserves the right to make one or multiple awards of the items, projects and/or sections of this RFP.
23. Right to Publish
Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Town of Taos written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror'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 Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.
25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. State and Local Ordinances.

In submitting a proposal, the Offeror represents that the Offeror 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 Offeror(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 Offeror(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

27. Status of Successful offerors.

The successful Offeror(s) is an independent contractor performing services for the Town and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of Town vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of the Town. The successful Offeror(s) acknowledges that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver ten (10) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section.

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Mandatory Specifications
- e) Response to Town of Taos Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a separate envelope with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

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

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

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification
- e) be signed by the person authorized to contractually obligate the organization
- f) acknowledge receipt of all amendments to this RFP.

IV. MANDATORY SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. Experience

Offerors must submit a statement of relevant experience. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related to this RFP. The following information must be specified:

1. Your interest in providing catering services at the Taos Convention Center
2. A description of your company
3. Your background and history in the catering industry
4. Your proposed approach to catering at the Taos Convention Center
5. Your proposed marketing efforts to the Taos Convention Center's prospective clients

B. References

Proposals must include three (3) to five (5) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

1. Name of individual or company services were provided for
2. Address of individual or company
3. Name of contact person
4. Telephone number of contact person
5. Type of services provided and dates services were provided

C. Event Details

Offerors must submit details of the largest event that you have held including number of people, type of event, etc.

D. Ability to Provide Catering Services

1. Details of your ability to provide catering services including
2. The food service that you are comfortable with (breakfast, lunch, breaks, etc)
3. The type of events your are comfortable with (weddings, meetings, showers, etc)
4. The number of people that you are comfortable serving
5. Your interest in providing catering services to offsite events whose leads may be provided to you by the Taos Convention Center

E. Completion of attached CATERING SERVICE PROVIDER Form located on page 14

F. Sample Menu

Offerors must submit sample menus detailing food items and cost per person.

G. Place of Business and EID Documentation

Offerors must submit the location of your catering kitchen including address and copies of the New Mexico EID kitchen license for said facility.

V. **EVALUATION**

A. Evaluation Criteria

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of offeror proposals.

1. Shortlist - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may or may not conduct interviews with offerors applying for selection.

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

- a. Experience..... **30 points**
- b. References..... **30 points**
- c. Ability to Provide Services including menu and cost to customer..... **40 points**

2. Shortlist Evaluation Factors

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

- a. Experience – Provide information about the business that demonstrates the ability to provide sufficient services, meet time schedules and accommodate cost considerations. Indicate the relationship of the work in the RFP to the caterers other commitments. Indicate the key catering team members and their specific roles, experience and

background. Demonstrate or indicate catering team organization and working relationships.

- b. References - Demonstrate through historical documentation that the caterer has the ability to meet schedules and various types of events in a timely manner. Information should include details of at least three different events of varying size that you have held including number of people, type of event, etc., as well as the overall success of projects and client service.
- c. Ability to provide services – Include information about the catering services including details about the food service that you are comfortable with (breakfast, lunch, breaks, etc.), the types of events that you are comfortable with (weddings, meetings, showers, etc.), the number of people that you are comfortable serving and your interest in providing catering services to offsite events whose leads may be provided to you by the Taos Convention Center. Include a sample menu detailing food items to be served and cost per person to the customer. Include information about the catering kitchen that you will be using including the physical location and the New Mexico EID kitchen license for said facility.

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

B. Finalist Interview

Offerors will prepare a presentation on their proposals including their marketing plan for meeting with potential clients. The Selection Committee will provide a list of questions relevant to catering services. These questions shall be addressed to the offerors at the interview. The interview will allow time for a question and answer session in response to the prepared questions. Additionally, each offeror will present samples of their meal selections to the committee, please prepare enough for ten (10) people.

VI. APPENDIX

DEFINITION OF TERMINOLOGY

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

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means 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" means a body appointed by the Town of Taos management to perform the

evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Town of Taos Governing Body for contract award. It contains all written determinations resulting from the procurement.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals 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", or "are 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 offeror's proposal.

"Offeror" is any person, corporation, or partnership that chooses to submit a proposal.

"Procurement Agent" means the person or designee authorized by the Town of Taos to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"Responsible Offeror" means an offeror 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" means 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.

CATERING SERVICE PROVIDER FORM FOR THE TAOS CONVENTION CENTER

Please print clearly

Company Name _____

Physical Address _____

Mailing Address _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Web Site _____

Federal Tax Id # _____

CRS# _____

Town of Taos
Business License # _____

State of New Mexico Food Service
Catering Permit # _____

I wish to enter into a Service Contract with the Town of Taos to provide catering services.

Owner Name _____

Owner Signature _____

Date _____

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:

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

Title (Position)

Contract No. TT-_____
Department

TOWN OF TAOS
CATERING SERVICE CONTRACT

for the Taos Convention Center



This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and _____ (hereinafter "CONTRACTOR") on this _____

WHEREAS, the TOWN has found it necessary to retain the services of CONTRACTOR to _____; and

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

The Taos Convention Center has a commercial kitchen available that is approved by the New Mexico Environment Department. The kitchen will be available for use by the selected caterer(s) in providing food services at the Taos Convention Center.

- 17) The caterer(s) selected by the Taos Convention Center pursuant to this RFP will be allowed to use the kitchen and its equipment (including a metered dishwasher at a cost per wash load) provided that it is fully cleaned and sanitized immediately after each use, and all refuse is removed and disposed in the refuse containers outside the building.
- 18) The caterer(s) will be required as a condition of accepting a catering contract, to provide a cleaning and damage deposit. The deposit will be held by the Taos Convention Center, and returned to the caterer(s) at the end of the contract term provided that no damages to the Taos Convention Center property have occurred as a result of the caterer's operations.
- 19) The Taos Convention Center will provide the tables, chairs, and their set-up for approved catered events at the Taos Convention Center.
- 20) The caterer(s) will be required to provide all other supplies (including linen rental, serving items, plates, flat ware, etc), equipment, and sufficient staff to provide quality catering services to our customers. The caterer(s) must also obtain all required food and drink/catering permits from the New Mexico Environment Department, and comply with all applicable regulations during the term of the contract, a copy of which must be submitted to the Town of Taos prior to a contract being awarded.
- 21) The caterer(s) will obtain, and provide the Town of Taos with a general liability insurance policy in an amount at least equal to the limits imposed by the New Mexico Tort Claims Act, and shall name the Town of Taos and the Taos Convention Center as additionally insured on the policy.
- 22) The caterer(s) is responsible for providing appropriate security by a licensed security firm for all catered events as deemed appropriate by the Taos Convention Center Director including, but not limited to dances, concerts, quincenieras, weddings, showers, etc. In conjunction with the Town of Taos designated dispenser/agent, any activity in which alcohol is to be served as part of the event will require security personnel to be present throughout the event. Approval of a security plan by the Taos Convention Center will be required.
- 23) The caterer(s) is responsible for removing all trash, garbage, decorations, food and drink from the Taos Convention Center kitchen, banquet, hallways and outdoor areas following each event, depositing trash in the refuse containers outside the facility and washing all trash cans. Additional charges may be assessed for excessive trash or additional trash pick-ups.

- 24) The caterer(s) is responsible for promptly cleaning and scrubbing any carpeted area in the Taos Convention Center in which food or drink has been dropped or spilled to prevent damage or staining of the carpet.
- 25) The caterer(s) shall be required to train their employees on appropriate behavior and courtesies when providing catering services at the Taos Convention Center. A staff that is well trained on serving, bussing, cleaning, and customer service is essential for the continued operation of the Taos Convention Center.
- 26) All employees should be appropriately attired and uniformed during events to present a professional appearance to our customers. Uniforms shall be approved by the Taos Convention Center Director prior to their use. The caterer(s) shall also ensure that a sufficient number of employees are provided for each event to ensure food service is provided in a timely manner, and that the area is cleaned up promptly following each event.
- 27) The caterer(s) will provide workman's compensation insurance coverage for their employees, and provide the Town of Taos with evidence of insurability. The caterer(s) will also be required to release the Town of Taos and the Taos Convention Center and its employees from any liability in connection with the catered event, copies of which will be submitted to the Town of Taos prior to a contract being awarded
- 28) The Taos Convention Center will seek a separate dispenser/agent for the sales and serving of alcoholic beverages at catered events. The caterer(s) will be required to work cooperatively with Town of Taos designated dispenser/agent of alcoholic beverage services.
- 29) The Taos Convention Center will provide clean up and maintenance of the public restroom areas during each event. The caterer(s) is responsible for all other areas inside and outside of the facility. During and after events the caterer(s) shall wipe down tables and ensure that all areas are kept clean. The caterer(s) shall ensure that outdoor areas and hallways are policed regularly.
- 30) The Town of Taos reserves the right to add additional caterers both at the Taos Convention Center and offsite venues as deemed necessary.
- 31) At certain times, multiple events may be occurring at the Taos Convention Center, which may require more than one caterer to use the kitchen facilities. During those events, common courtesies and full cooperation between the caterers will be essential and required.

2. Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:

3. Term. This contract shall be effective from the date first entered above and terminate on _____ unless sooner terminated pursuant to the termination provision below.

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR.

5. Catering Fees: In consideration for the use of the Taos Convention Center's kitchen facility, the use of the meeting rooms where food and drink will be served, the cost of utilities, the clean up and maintenance of the public restroom, the set-up fees by the convention center staff, and the disposal of refuse to the landfill, the Taos Convention Center will charge each caterer a 20% commission on the gross receipts of each scheduled event at the Taos Convention Center. Payments shall be made in a timely manner, generally within ten days of the completion of an event.

The gross receipts will be determined by requiring each caterer to provide the Taos Convention Center with a copy of the signed agreement in a form approved by the Taos Convention Center Director between the caterer and the customer using the catered services. The agreement shall include all costs to be paid by the customer to the caterer for the event.

Catering agreements between the caterer and the customer must be coordinated with the Taos Convention Center Sales Office to ensure that the facility is booked for the event, security arrangements have been made, and that the appropriate fees are paid on time. The caterer must provide the Taos Convention Center Sales Office the catering agreement signed by the caterer and the customer no less than 72 hours prior to the scheduled event.

Catering at off site venues referred by the Taos Convention Center Sales Office will be assessed a 20% commission on the gross receipts.

6. Deliverables. CONTRACTOR shall deliver, to the TOWN, all "deliverables" included within the scope of this contract no later than submission of CONTRACTOR's final bill.
7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The TOWN shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. 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).
9. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
10. Conflicts Provision. Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
11. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
12. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
13. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
14. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
15. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

16. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
17. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
18. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
19. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
20. 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 its performance of services under this contract.
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. 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).
23. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
24. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
26. Scope of 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.
27. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the

Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

- 28. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

Contractor

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

TOWN OF TAOS

Marietta S. Fambro, Finance Director

Budget Line Item:_____

Approved as to Form

Renee Barela-Gutierrez
Attorney for Town