



TOWN OF TAOS  
PURCHASING OFFICE

REQUEST FOR PROPOSALS

RFP: 11-12-09  
CIVIL ENGINEERING FOR ROADWAY DESIGN SERVICES –  
CHAMISA RD INFRASTRUCTURE PHASE II

MAYOR  
DARREN CORDOVA  
COUNCIL MEMBERS  
RUDY ABEYTA  
AMY QUINTANA  
EUGENE SANCHEZ  
MICHAEL SILVA  
**Release date: December 26, 2011**

DEADLINE TO SUBMIT: **January 25, 2012- 5:00PM (LOCAL TIME)**

## LEGAL NOTICE

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

RFP # 11-12-09  
**CIVIL ENGINEERING FOR ROADWAY DESIGN SERVICES-  
CHAMISA RD INFRASTRUCTURE PHASE II**

Interested parties may secure a copy of the specifications from:

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

Or at [www.taosgov.com](http://www.taosgov.com). Please contact the Purchasing Office @ (575) 751-2025 to be included in the spec-holder list in order to receive amendments to this request if applicable.

A Pre-Proposal meeting will be held at 10:00AM Local Time, on **January 11, 2012** at Town Hall, Room 109, 400 Camino de la Placita, Taos, NM.

Sealed Proposals must be received by the Town of Taos Procurement Officer, at the Purchasing Office, Taos Town Hall Room 202, 400 Camino de la Placita, Taos, New Mexico 87571 no later than **5:00 P.M. Local Time, Wednesday, January 25, 2012**. As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Taos reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so, and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body  
Town of Taos

/s/Tina Torres,  
Procurement Officer  
(575) 751-2025

Published:  
December 29, 2011  
Taos News  
[classads@taosnews.com](mailto:classads@taosnews.com)

December 26, 2011  
Albuquerque Journal  
[legals@abqpubco.com](mailto:legals@abqpubco.com)

## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The TOWN OF TAOS is requesting competitive sealed proposals for the selection of a professional engineering firm or individual to provide civil engineering design services for Chamisa Rd Infrastructure Phase II.

The successful Firm/individual will be required to execute a Professional Services Contract, (Town of Taos Term & Conditions), a sample but not the actual document is part of this RFP document. The Professional Services Contract will incorporate the selected Firms'/individuals' proposal, scope of services and other pertinent requirements and details. Included with this RFP is a Campaign Contribution Disclosure Form which needs to be filled out and filed with the Town, via the Town Procurement Officer upon award of the Contract.

### B. SUMMARY SCOPE OF WORK

Requested services include but are not limited to:

Engineering and design of approximately 3750 feet of roadway including full roadway improvements from the beginning of project (BOP) to the end of project (EOP). The design shall address all aspects of surface and underground drainage, pedestrian facilities, curb and gutter installation road way reconstruction, signage striping and minimal utility design (water and sewer) and identify right of way and topographic survey.

#### **Preliminary Design:**

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

#### **Final Design:**

1. Prepare Bid Documents based on existing plans per Community Development Block Grant (CDBG) requirements.
2. Prepare bid documents setting forth in detail the requirements for the construction of the entire project.
3. Submit a revised opinion of probable project cost.
4. Submit five (5) copies of the final design documents and present and review them in person with the owner and funding agency (CDBG).

#### **Bidding and Negotiating Phase:**

1. Assist owner in advertising for and obtaining bids.
2. Prepare 10 sets of Bid Document/ technical specifications and plans. (Please include cost per set of additional copies if required).
3. Distribute bid docs to prospective bidders and construction reporting services.
4. Clarify and answer questions concerning the bid documents and issue addenda as required.
5. Conduct pre-bid meeting , attend bid opening, prepare bid tabulation and assist owner in evaluating bids and in assembling and awarding contracts, utilizing CDBG documents and requirements. Prepare Notice of Award, Notice to Proceed and 4 original sets of contract documents (1-Legal Department; 1-Procurement Officer; 1-Contractor 1-Engineer).

#### **Construction Phase:**

1. Submit to the owner a list of critical observation points.
2. Make periodic visits to the site at such times as appropriate during the progress and quality of the work,
3. Review contractors pay applications and provide recommendation for payment.
4. Render interpretations of construction documents.

5. Review contractors submittals for conformance
6. Prepare field and change orders as necessary.
7. Coordinate and conduct final inspection and obtain all warranties and related documents as required by the contract documents.
8. Develop and review with owner and contractor a punch list.
9. Modify the original reproducible drawing delineating recoded built conditions.
10. Coordinate and conduct 11 month warranty review.

- **General Engineering Construction Oversight Services**

(Based on time and materials and billed at an hourly rate)

- Construction oversight.
- Review and submit pay estimates per CDBG requirements.
- Close out project per CDBG requirements.
- Provide two sets of as built drawings to the Town of Taos.
- Additional services as requested/required.

Within your proposal, please address how you would address meeting these objectives.

C. SCOPE OF PROCUREMENT

The Town of Taos reserves the option of renewing the initial contract on an annual basis for three additional years 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 four years in duration. Subsequent phases of the project are subject to Mayor and or Council and/or Management approval, and any required services will be acquired through a competitive sealed proposals (RFP) process.

D. PROCUREMENT MANAGER

The Town of Taos has designated a Procurement Officer 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  
Procurement Officer  
400 Camino de la Placita  
Taos, NM 87571  
Phone: 505-751-2025  
Fax Number 505-751-2026  
[ttorres@taosgov.com](mailto:ttorres@taosgov.com)

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 Officer in writing. Respondents may contact ONLY the Procurement Officer 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	December 26, 2011
2.	Deadline to Submit	Potential Respondents	01/25/12
3.	Proposal Evaluation	Evaluation Committee	01/27/12
4.	Contract Award	Town of Taos	02/14/12
5.	Protest Deadline	Respondent	03/01/12

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP  
The Town of Taos is issuing this RFP.
2. Submission of Proposal

ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 5:00PM January 26, 2012. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP Civil Engineering for Roadway Design Services-Chamisa Rd. Infrastructure Phase II Request for Proposals. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Respondent organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Respondents prior to contract award.

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

The Procurement Officer reserves the right to amend and/or cancel the bid/proposal invitation prior to the time and date of the bid opening.

The Procurement Officer reserves the right to correct any bid/proposal awarded erroneously as a result of a clerical error on the part of the Town of Taos.

3. Proposal Evaluation

An evaluation committee will perform the evaluation of proposals. This process will take place on January 27, 2012 or shortly thereafter. Points will be allocated, by each member, as outlined in Section V of this RFP. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

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

During this time, we 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.

#### Contract Award

After review of the Evaluation Committee Report recommendation to award will be presented to the Town of Taos Governing Body on February 14, 2012. This date is subject to change at the discretion of the Town of Taos.

The contract shall be awarded to the Respondent or Respondents whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Town Council approval

#### 5. Protest Deadline

Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Respondents shall begin on the day following the contract award and will end as of close of business on March 1, 2012. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town of Taos. The protest must be delivered to the Town of Taos, Procurement Officer 400 Camino de la Placita, NM 87571. Protests received after the deadline will not be accepted.

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

#### 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

A Respondent 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. Respondents' Rights to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Respondent must submit a written withdrawal request signed by the Respondent'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 one hundred eighty (180) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Respondent's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of 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 a Respondent has made a written request for confidentiality, the Town of Taos shall examine the Respondent's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Respondent 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 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 Respondents agree to be bound by the General Requirements contained in this RFP. Any Respondent concerns must be promptly brought to the attention of the Procurement Officer

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Town of Taos in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Respondent proposals.

15. Respondent's Terms and Conditions

Respondents must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the 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 Respondent and shall not be deemed an opportunity to amend the Respondent's proposal.

17. 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.

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 a Respondent's proposal.

22. Multiple Awards

The Town reserves the right to make 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 Respondents, Respondents and contractors must secure from the Town of Taos written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.

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 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 all copies of their proposal must do so within two weeks after the award.

25. Electronic mail address required

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

26. State and Local Ordinances.

In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

27. Status of Successful Respondents.

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

**III. RESPONSE FORMAT AND ORGANIZATION**

A. NUMBER OF RESPONSES

Respondents shall submit only one proposal.

B. NUMBER OF COPIES

Respondents shall deliver six (6) 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

The Respondent shall submit one (1) signed original and 5 copies of the proposal on standard 8 1/2 x 11" bond paper. Hard copy proposals shall be presented in a professional manner such as spiral bound, perfect bound or professional grade folder/ three ring binders. Proposals shall be appropriately titled on the front cover with the RFP name, RFP number, Respondent's name and the due date. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal. Manuals and other reference documentation may be bound separately. In consideration of the evaluators, please limit number of pages which shall not exceed 40 to include all of the above with the exception of tabs and separators.

All responses, as well as any reference material presented, must be written in common English language. Main text shall be a common typeface (Arial, Times New Roman, etc.) and shall not be smaller than 10 pt.

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

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

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.

- Letter of Transmittal
- Table of Contents

- Proposal Summary
- Response to Mandatory Specifications
- Response to Town of Taos Terms and Conditions
- Respondent's Additional Terms and Conditions
- Other Supporting Material

Within each section of their proposal, Respondents should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Cost is not a factor in the evaluation process. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. The proposal summary may be included by Respondents to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Respondent's proposal.

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

## 2. Letter of Transmittal

### 1. Transmittal Letter

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

#### *Statement of Interest*

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

#### *Statement of Proposal Life*

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

#### *Statement of Acceptance*

This statement shall state acceptance of all terms and conditions of the Town of Taos RFP and Town of Taos sample Contract or any term or condition not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions.

#### *Contact Person*

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

#### *Signature of Authorized Representative*

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

## 2. Company Background & Team Arrangement

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

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

The Respondent must fill out and submit Attachment 2: Form A-1 "Respondent's Statement of organization" and any other information called for here.

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

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

### 3. References

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

### 4. Respondent's History

**The Respondent must be a "responsible" Respondent that is both ethically and financially in good standing within the industry, as determined by the Town. If the Respondent's local office has had a contract terminated for default during the past three (3) years, this fact shall be disclosed in the RFP response along with the Respondent's position on the matter(s). If the Respondent has experienced no such terminations for default in the past three years, then it should so indicate.**

### 5. Proposal Summary

The proposal response must include a full description of similar services that the Respondent is qualified and has experience in providing. (Refer to Section 3.1)

### 6. Fee/Cost Proposal

The successful respondent will be required to submit a cost proposal. The cost proposal must include the company name, date and signature of an officer authorized to contract for the work. Price shall be determined by formal negotiations related to scope of work following selection of the most qualified Respondent (NMSA 13-1-112.C).

### 7. Additional Information

**Provide any additional information deemed necessary by the Respondent to ensure success of the project. Any exceptions that the Respondent would like to have for this project should be detailed. All attached forms shall be filled out and submitted as part of a Respondent's proposal.**

**The award of any contract is subject to the appropriation and availability of funding as well as continued legal authority.**

## IV. SPECIFICATIONS

Respondents 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. Information

This project may be awarded in phases contingent upon fund availability.

B. Mandatory Specifications

1. Experience

Respondents must submit a statement of relevant experience. The documentation must thoroughly describe how the Respondent has supplied expertise for similar contracts and work related to this RFP. Respondents should include in their proposals documentation describing the extent of their experience and expertise and business knowledge, contacts.

2. References

Proposals must include two (2) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

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

**V. EVALUATION**

A. Evaluation Point Summary

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 Respondent proposals.

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

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

- (1) Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required  
25 points
- (2) Capacity and capability of the business to perform the work, including any specialized services, within the time limitations  
15 points
- (3) 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  
15 points
- (4) Proximity to or familiarity with the area in which the project is located. (TOT)  
10 points
- (5) The amount of design work that will be produced by a local business within the Town of Taos  
5 points
- (6) The volume of work previously done for the TOT which is not 75% complete with respect to basic professional design services  
5 points
- (7) Evidence of understanding of scope of work, the Town, and existing conditions  
25 points

2. Interview if required- Approximately 100 points are possible in scoring each interview for this RFP. The Evaluation Committee will provide a list of questions relevant to the project. These questions shall be addressed to the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared questions.

#### B. SHORTLIST EVALUATION FACTORS

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

1. Specialized Design - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.

2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.

3. Past Record of Performance - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

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

5. Town of Taos Produced Work - It is in the Town's best interest to support local businesses. Indicate the volume of work to be produced in Town by a Town of Taos firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provide by that firm or firms.

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

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

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

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

## VI. APPENDIX

### DEFINITION OF TERMINOLOGY

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

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

“Contractor” - a successful Respondent who enters into a binding contract.

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

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

“Evaluation Committee” - a body appointed by the Town of Taos management to perform the evaluation of Respondent proposals.

“Evaluation Committee Report” - 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” - defined as an Respondent 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 Respondent’s proposal.

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

“Procurement Agent” - 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” - all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

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

## Attachment 1

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. The prospective 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:  
DARREN CORDOVA, MAYOR**

**COUNCIL MEMBERS:**

**AMY QUINTANA  
MICHAEL SILVA**

**EUGENE (GENE) SANCHEZ  
RUDY C. ABEYTA**

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)

**Attachment 2: Form A-1**

**Respondent's Statement of Organization**

**1: Full Name of Business Concern (Respondent)**

\_\_\_\_\_

**2: Principal Business Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**Direct Phone Number (or Cell Phone):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

State: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Name	Address	Title
------	---------	-------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TECHNICAL PROPOSAL FORM A-1 CONTINUED**

**8: List all known firms that may participate in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc. as applicable)**

Name \_\_\_\_\_ Address \_\_\_\_\_

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

4: \_\_\_\_\_

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

Name \_\_\_\_\_ Responsibilities \_\_\_\_\_

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

4: \_\_\_\_\_

**10: Identify the provisions of any agreement between the respondent and any potential joint venture or sub contractor parties which assign legal or financial liabilities or responsibilities:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment 3: Form A-2**

**Exceptions to RFP Specifications and sample Professional Service Agreement**

In the event the Respondent takes exception to the RFP, specifications or the sample agreement they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Exceptions to Agreement"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the Town.
- 3: The exceptions must be followed with the following language without exception.

**"Except as set forth above, Respondent is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Respondent assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**

- 4: This form must be signed by an individual authorized to commit the Respondent's firm to the Agreement in the manner set forth below.

Signature: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_

*Please note that if exceptions are taken, all required information, as set forth above must be submitted*

**SAMPLE CONTRACT DOCUMENT-FOR REVIEW ONLY**



**TOWN OF TAOS  
PROFESSIONAL  
SERVICE CONTRACT**

**Contract No. TT  
Department**

---

This contract is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and (hereinafter "CONTRACTOR") effective on the date signed by the last party to sign entered on the signature page.

**WHEREAS**, the TOWN 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 Town 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 DOES NOT BECOME EFFECTIVE UNTIL THE DATE SIGNED BY THE LAST PARTY TO SIGN, AS SHOWN ON THE SIGNATURE PAGE. This contract shall terminate**

\_\_\_\_\_, 2011 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 TOWN 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. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN 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 TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**

B. The TOWN 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: \$.00  
Gross Receipts tax rate: 8.1875%.  
Total maximum payable gross receipts tax amount: \$.00.

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

**\$.00.** If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

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

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

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

F. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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 TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" 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 TOWN 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 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).

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 TOWN'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 TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, 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 TOWN 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 TOWN's other rights and remedies in the event that**

**CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN 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 TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

C. The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. 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 TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

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 Town of Taos 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 TOWN, 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 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) 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 TOWN.
13. 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.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express 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 TOWN.
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 TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.

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 TOWN 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 TOWN shall have no liability for payment of such taxes or amounts.
18. 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.
19. **Indemnification.** **The Contractor shall defend, indemnify and hold harmless the TOWN 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 TOWN 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 TOWN.
21. 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.
22. 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.
23. 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 TOWN, and, if declared voidable, all obligations of the TOWN to

perform hereunder shall be nullified.

- 24. 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 TOWN as an additional insured.
- 25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
- 26. 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." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

**TOWN OF TAOS**

**CONTRACTOR:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor

Printed Name: \_\_\_\_\_

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

Title or Position: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Renee Lucero, Town Clerk

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

---

Contractor's Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

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Marietta S. Fambro, Finance Director

Budget Line Item:

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