TOWN OF TAOS
PURCHASING OFFICE

REQUEST FOR PROPOSALS

RFP: 15-16-10
OPERATION, MAINTENANCE AND MANAGEMENT OF THE
TAOS VALLEY REGIONAL WASTEWATER TREATMENT
AND RECLAMATION FACILITY

MAYOR
DANIEL R. BARRONE

COUNCIL MEMBERS
JUDITH CANTU
ANDREW GONZALES
GEORGE “FRITZ” HAHN
FREDERICK PERALTA

TOWN MANAGER
RICK BELLIS

Release date: 11/19/2015

DEADLINE TO SUBMIT: January 12, 2016 – 4:00 PM (LOCAL TIME)
LEGAL NOTICE

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

RFP: 15-16-10
OPERATION, MAINTENANCE AND MANAGEMENT OF THE
TAOS VALLEY REGIONAL WASTEWATER TREATMENT
AND RECLAMATION FACILITY

Interested parties may secure a copy of the specifications from:
   Sharon Voigt, Procurement Officer
   Town of Taos
   400 Camino De La Placita
   Taos, NM  87571
   (505) 751-2025

Or download at www.taosgov.com.

Please contact the Procurement 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 conference will be held on Wednesday, December 9, 2015 at 2:00 PM at Town Hall, 400 Camino de la Placita, Taos, NM 87571, immediately followed by a walkthrough of the Taos Valley Wastewater Treatment & Reclamation Facility at 182 Los Cordovas Road, Ranchos de Taos, NM 87557.

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.

Sealed Proposals must be received by the Town of Taos Procurement Officer, at the Town of Taos, 400 Camino de la Placita, Taos, New Mexico 87571 no later than 4:00 P.M. Local Time Tuesday, January 12, 2016. The Town of Taos reserves the right to reject any/all Proposals and waive all formalities.

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/Sharon Voigt,
Procurement Officer
(575) 751-2025

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Town of Taos RFP 15-16-10 OPERATION, MAINTENANCE AND MANAGEMENT OF THE TAOS VALLEY REGIONAL WASTEWATER TREATMENT & RECLAMATION FACILITY
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The TOWN OF TAOS is requesting competitive sealed proposals from contract operations firms interested in providing contract services relative to the operation of the Town-owned water pollution control plant, and septage receiving stations. Interested firms must demonstrate their ability to meet all applicable federal and state of New Mexico licensing and certification requirements to operate this facility.

_The Town of Taos has tried to address all critical issues and concerns in this solicitation realizing that we are not professionals for this type of work and will rely on the expertise of the firm selected._

The successful Firm/individual will be required to execute a Services Contract. The Services Contract will incorporate the selected Firms’ 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.

B. BACKGROUND AND SUMMARY SCOPE OF WORK

The Taos Valley Regional Wastewater Treatment and Reclamation Facility services the Town of Taos, Taos Pueblo, El Prado, and communities within the El Valle de Los Ranchos area as well as individual residences in the surrounding area. Currently, the Waste Water Treatment Facility treats just over 1.2 MGD on average year round. The typical seasonal fluctuation is offset by the high numbers of tourists in the area over the winter months. The system operates seven days per week.

The construction of the original Waste Water Treatment Facility was completed in 1974 and consisted of an oxidation ditch and two clarifiers sized for a capacity of 400,000 GPD. A minor expansion in 1984 increased capacity to 1 MGD. In 1995, the facility underwent major upgrades to increase the capacity of the facility up to 2 MGD. Since this time, operational upgrades included the installation of a grit chamber and ultraviolet (UV) disinfection. A major upgrade of the headworks took place in 2006. In 2011, the Town of Taos contracted with AUI, Inc. for a two-year, $10 million renovation of the facility. These upgrades included the installation of a membrane bioreactor (MBR) treatment system, the existing clarifiers were taken offline and the oxidation ditches were converted to aerated and anoxic-zoned basins. The facility operates at a much higher efficiency and produces a high quality effluent to meet current and future anticipated discharge permit requirements. Future buildout of the facility under the existing permit will increase capacity up to 2.5 MGD.

The treatment process itself does not require any upgrades, and is capable of handling projected growths for twenty years. The MBR system was constructed with 16 treatment cassettes for a 2.0 MGD capacity. Empty spaces and piping stubbed out will allow for another 4 cassettes and increased capacity of 2.5 MGD when needed for future buildout. The remaining upgrades needed included removing structures no longer used in the current treatment process and upgrades to the biosolids processing facilities. The Waste Water Treatment Facility uses approximately 150,000 KWH per month to power process and laboratory equipment, including pumps, blowers and ultraviolet disinfection equipment. With the recent upgrades in 2012, a PV array was installed on the roof of the facility which is able to offset power consumption by 79 KW.

The current treatment process begins with a new fine filter screen headwork’s facility incorporating a septage receiving station that receives septic waste from throughout Taos County. The 2 aeration basins have a series of floating aerators and are followed by 2 clarifier tanks. The waste sludge is being transported to the Rio Rancho Landfill for disposal, but will soon be hauled to Taos Regional Landfill. The final phase of treatment consists of UV disinfection. The treated effluent is then discharged into a designated drainage channel that flows to the Rio Pueblo.
Effluent flows in the amount of approximately 90 million gallons are diverted and sold annually to the Taos Golf Course as needed for on-site irrigation during ten months out of the year.

Recent upgrades to the facility include modifications for de-nitrification as well as the addition of a Membrane Bio-reactor process (MBR). Future phases of proposed improvements to the facility will include the construction of a new laboratory and office facility and equipment upgrades needed to improve plant efficiency and reduce treatment costs.

Current challenges and obstacles being faced in the operation of the treatment facility include the following:

1. **SLUDGE DISPOSAL** – Waste sludge is disposed of by landfilling at the Rio Rancho landfill. This method has proven to be extremely costly and is not a viable option for a long-term disposal solution.

2. **OPERATIONAL COSTS** – The cost for operating a facility of this type is extremely high and one of the primary challenges is finding cost effective ways to minimize operational costs.

3. **INCREASINGLY STRINGENT PERMIT REQUIREMENTS** – The increasingly stringent testing and discharge requirements continue to present challenges in operations as well as having to make upgrades to the facility in order to meet these requirements. The proposing firm must demonstrate detailed knowledge of current and proposed applicable regulatory requirements. The proposal shall include detailed plans regarding proposed changes to operations and processes in order to meet current and proposed regulatory requirements.

4. **THE BIOLOGICAL MAKE-UP** of the influent due to the addition of septage waste discharge into the headwork’s facility and changes in the biological make-up of the influent, present ongoing challenges in meeting the treatment requirements for the facility. The selected firm must demonstrate sufficient knowledge of applied technologies and proficiency in implementing operational changes in a timely manner in order to avoid extended incidents which could result in violations.

5. **SEASONAL TURNOVER** has historically created problems due to high filamentous bacterial growth during cold weather months.

6. **ODOR CONTROL** – The treatment plant site lies within a rural neighborhood area. Although much of the residential area surrounding the facility was developed after the construction of the facility, neighbors are very sensitive to any odor or noise issues that may interfere with their quality of life. The Town of Taos recognizes these concerns. The successful proposing firm must be sensitive to the surrounding neighborhood when making any operational changes.

The proposing firm shall prepare a detailed cost proposal to be submitted as 3 separate options (OPTION A, OPTION B and an alternate) for consideration and selection by the Town of Taos. As part of the proposal, each of the concerns identified above as well as the scope of services should be addressed with proposed short term and long term solutions for each.

**OPTION A** shall be prepared and submitted as a detailed COST PLUS proposal which must include a detailed breakdown of proposed operations, maintenance and management services and related costs.

**OPTION B** shall be prepared and submitted as a LUMP SUM proposal and must also include detailed services to be provided and a Lump Sum annual cost which will include all services and operations to be provided. The contract or agreement shall detail all costs, terms, and conditions with respect to the proposal and contract requirements necessary to operate and maintain the existing treatment facilities and provide related services.

**ALTERNATE** Proposer may choose to develop and submit for consideration an alternate to Option A and B that shall include a cost proposal with detailed list of services to be provided and associated costs. Such a proposal will be submitted in addition to Options A and B.

C. **SCOPE OF SERVICES**

The Contractor shall furnish all labor, chemicals, materials, including hauling of residuals, equipment
mobilization, supplemental, and incidental services for the operation and maintenance of the waste water treatment plant. Such work shall constitute the complete licensing, operation and maintenance of the facility and all related operations, and the Contractor shall be considered the Owner’s authorized agent for all regulatory and permit issues.

The Contractor shall therefore be fully responsible for continuously meeting all applicable permit and water quality standards, including the payment of all fines levied by regulatory agencies for violations and the prompt correction of all unacceptable conditions causing said violations. The lack of mention of any particular item in the Scope of Work outlined below shall not relieve the Contractor of the responsibility for completing all work as specified to fulfill the intent of the contract.

1. PROJECT MANAGEMENT:
Provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but limited to coordination and management of sub-consultants (if any), quality assurance and quality control measures, project coordination meetings, monthly reporting to the Town and earned value analysis when appropriate.

2. PERMITTING:
Provide all necessary services to maintain and update all required permits.

3. HOURS OF OPERATION:
The treatment plant must be manned from 7:00 AM to 5:00 PM, 5-days per week at a minimum. Additional hours of operation or shift work may be required to meet the treatment requirements as determined by the selected firm. Staff will be on call 24 hours a day, seven days a week. Staffing levels must be sufficient to meet safety requirements and all regulatory agency requirements at all times. Shifts may overlap to ensure required coverage.

Work shall include daily operation by a qualified New Mexico licensed operator of the required grade for the plant classification. The Contractor shall provide one full time licensed operator and additional staffing as needed to satisfactorily operate the plant as specified herein. The operator shall supervise the operation and control of the plant including all control systems, treatment equipment and the conveyance systems.

Emergency response capability shall be maintained 24 hours per day, 365 days per year, throughout the duration of the contract and the Contractor shall respond within 1 hour to emergencies. Three emergency phone numbers shall be provided to the Owner. If the Owner is required to respond due to any failure on the part of the Contractor, the Contractor shall pay all costs of said response measures.

4. EQUIPMENT AND MAINTENANCE:
All permanent equipment and spare parts which are to be provided by the Town, or that are purchased by the Contractor on behalf of the Town in order to maintain and keep the facility in compliance shall remain in the ownership of the Town. All such equipment presently assigned to the facility will be provided for the Contractor's use and restricted to the wastewater treatment operation only.

The Contractor shall be responsible for the full maintenance of the building, grounds and operation to include calibration and repair of the plant including, but not limited to, all equipment, piping, valves, drainage systems, plumbing, vehicle access, controls, electrical and HVAC systems, lighting, motor control centers, instrument panel, instruments, structures and maintenance of grounds. This shall generally include, but shall not be limited to, adjustment and lubrication of equipment, replacement of worn parts, preparation and painting, cleaning, removal and disposal of trash, light bulb replacement, and periodic testing of equipment. All equipment shall be maintained in strict accordance with the manufacturer’s recommendations.
The Contractor shall establish a full maintenance schedule and system and shall keep complete, neat and accurate records of all maintenance work performed and tests conducted.

The Contractors shall be responsible for ordering, purchase and proper storage of necessary spare parts and wear parts for all equipment, maintenance supplies, tools and equipment, specialized vendor maintenance, calibration of adjustment.

5. SLUDGE & TRASH REMOVAL:
The Contractor will pick up and remove from the site at its expense all trash, screening, garbage, grit and sludge. Proposal shall include provisions for placing all trash, screening, garbage, grit and sludge in containers or on trucks and disposal thereof. The contractor shall be responsible for the full cost of pumping, hauling, testing and disposal of all sludge in a fully approved manner at an approved site.

6. PLANT OPTIMIZATION:
Provide all necessary services to optimize plant operations and maintenance including, but not limited to: performing optimization analysis, developing a maintenance and improvement project plan, reviewing and updating the computerized maintenance management system, and developing technical memorandum and reports as required.

7. ORGANIZATION OPTIMIZATION:
Provide all necessary services to optimized administrative functions including, but not limited to: reviewing and updating administrative, health and safety, laboratory, permit administration and management procedures, reviewing and updating operations and maintenance manuals, and developing a training, mentoring and succession program acceptable to the Town of Taos.

8. SUPPORT:
Provide all required administrative support including, but not limited to: record keeping, procurement, training, developing financial information and management requirements, developing an operating budget, and performing community outreach when required.

9. UTILITIES:
The Town will pay the cost of water & electricity used at the plant.

10. CONTRACT:

The final agreed upon contract shall detail all costs, terms, and conditions with respect to but not limited to the following items:

5. Provision of laboratory testing and reporting necessary for process control, and compliance with the National Pollutant Discharge Elimination System (NPDES) and Ground Water discharge permit requirements.

6. Provision for sludge hauling to an approved site. The contractor shall be responsible for the full cost of pumping, hauling, testing and disposal of all sludge in a fully approved manner.

8. Provision for coordination and cooperation with any construction activity at the plant including technical review and feedback of proposed design specifications for upgrades to the facility and/or recommended changes in operational strategies.

9. Provision for annual cost-plus or lump sum contract corresponding to the Town's fiscal year beginning
10. Provision for change of contract:

   A. Changes due to change in the Consumer Price Index

   The Consumer Price Index as published by the U. S. Bureau of Labor Statistics (Historical Consumer Price Index for All Urban Consumers, currently listed in table 24) constitutes a base Consumer Price Index. If as of May 2017, or any subsequent May during the term of the Contract, this price index shows a growth of five points or greater over the previous year, the Contractor may request an adjustment of the contract price. Contract price will not be increased without proof by the Contractor of an increase in their total costs. Adjustments will not automatically be made annually. In no event shall the adjustment in the contract price exceed the percentage of increase in the May Consumer Price Index, as calculated over the prior twelve (12) months. All contract price adjustments will be approved by the Town Council.

   In like manner, the Town may request an adjustment in the contract price in the event the said Consumer Price Index decreases by five points or more as of May 2017, or any subsequent May during the term of the Contract, as calculated over the prior twelve (12) month, and if the Contractor's records show a decrease in the amount of cost of the work and services for the year in question, the Contract will be modified accordingly.

   The Town is granted the privilege of auditing the Contractor's books and records for the purpose of determining the appropriateness of an increase or decrease in costs for any period. Upon finding that an adjustment is justified, such shall become effective July 1 following the applicable May Consumer Price Index.

   B. Due to any changes in the scope of services requested by the Town.

11. Provision for odor control and full-time safety programs.

12. Maintain catalog of warranties and guarantees on all equipment, and enforce existing warranties and guarantees on all equipment.

13. Provision of clause giving the Town the first right to hire any and all employees in the event of termination or expiration of the agreement with a 90 day advance notice guarantee by the Contractor to allow the Town to mobilize its staff or secure another contractor.

14. Provision of liability for payment of fines and/or civil penalties levied against the Town by a regulatory agency with regards to any safety or environmental violations.

15. Provision of a guarantee to indemnify and hold the Town and its officers, agents, and employees harmless from any loss or liability for damage or claims for personal injury including death, as well as for claims for property damage which may arise from operations of or outside visitors to the wastewater treatment works covered under this project.

16. Provision which establishes purchasing guidelines for high-priced expenditures which exceed the agreed upon limit.

17. Provision of evidence of the Contractor's financial capability to undertake this project as well as its
personal resource inventory. The Contractor shall furnish to the Town of Taos a current audited financial statement as to the Contractor's present financial status.

18. Provision of a statement which delineates the fact that this agreement is for professional personnel services and that all capital equipment as well as all operating supplies and materials acquired during the term of the contract are and shall remain the property of the Town. An up-to-date detailed inventory list of said equipment will be kept on file and available for review by the Town of Taos at all times.

19. The contract shall include the provision of comprehensive general liability insurance, and worker's compensation insurance. These insurance policies must name the Town of Taos and its employees and agents as additional insured. The liability insurance shall be in an amount not less than Two Million Dollars combined single limits for personal and/or property damage.

20. Provision of a termination clause allowing either party termination rights upon ninety (90) days written notice to the other party.

21. Contractor shall submit a Preventative Maintenance Program within 90 days of contracting subject to approval by the Town.

22. Contractor shall submit a safety program within 90 days of contracting subject to approval by the Town.

23. Contractor shall submit monthly reports to the Town regarding compliance and operations for the life of the contract.

D. **INSPECTION OF FACILITIES AND DATA PROVISION**

A pre-proposal conference will be held on Wednesday, December 9, 2015 at 2:00 PM at Town Hall, 400 Camino de la Placita, Taos, NM 87571, immediately followed by a walkthrough of the Taos Valley Wastewater Treatment & Reclamation Facility at 182 Los Cordovas Road, Ranchos de Taos, NM 87557.

The following documents are available upon request:
1. Monthly reporting forms.
2. NPDES discharge permit.
3. O & M Manual
4. Sewer Use Ordinance

Additional information may also be available upon written request. Please contact Sharon Voigt, Procurement Officer at the following address and telephone number, to request and arrange an inspection of any applicable records. Access to this information will be scheduled during the week of December 7-11, 2015 only.

Sharon Voigt, Procurement Officer
Town of Taos Municipal Building
400 Camino de La Placita
Taos New Mexico, 87571
Phone (575) 751-2025

E. **SCOPE OF PROCUREMENT**

The Town of Taos reserves the option of renewing the initial contract every two (2) years for a total duration of eight (8) years 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 eight years in duration. Subsequent phases of the project are subject to Mayor
and or Council and/or Management approval, and any required service(s) will be acquired through a competitive sealed proposals (RFP) process.

F. PROCUREMENT OFFICER

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:

Sharon Voigt  
Procurement Officer  
400 Camino de la Placita  
Taos, NM  87571  
Phone:  575-751-2025  
Fax Number 575-751-2026  
svoigt@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. Offerors 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 Officer will make every effort to adhere the following schedule:

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<td>2. Question and Clarification Deadline</td>
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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. Question and Clarification Deadline
All questions must be submitted in writing to Sharon Voigt, Procurement Officer by 4:00 PM Local Time on Monday, December 14, 2015.

3. Submission of Proposal
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00 PM January 12, 2016. 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 E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 15-16-10 OPERATIONS AND MAINTENANCE OF THE TAOS VALLEY REGIONAL WASTEWATER TREATMENT AND RECLAMATION FACILITY. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors 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 Offeror 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 proposal invitation prior to the time and date of the opening.

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

4. Proposal Evaluation
An evaluation committee will perform the evaluation of proposals. This process will take place on or about January 18, 2016. 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.

5. Interviews
It is the general practice of the Evaluation Committee to hold interviews with the three highest-ranked proposals. If interviews are held, they will take place on or about the week of February 8, 2016. The Evaluation Committee may award the selection based on the results of the shortlisting. 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 offerors 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 offerors.
6. Contract Award
After review of the Evaluation Committee Report recommendation to award will be presented to the Town of Taos Governing Body on February 23, 2016. This date is subject to change at the discretion of the Town of Taos.

The contract shall be awarded to the offeror or offerors 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.

7. Protest Deadline
Any protest by an offeror 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 offerors shall begin on the day following the contract award and will end as of close of business on March 9, 2016. 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 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 Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
7. Proposal Offer Firm
Responses to 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 Officer 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Governing Law
The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that
may result.

16. 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.

17. Offerors 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.

18. 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.

19. 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.

20. 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.

21. Change in Contractor Representatives
   The Town of Taos reserves the rights to require a change in contractor representative(s) if the assigned representative(s) are not, in the opinion of the Town of Taos, meeting its needs adequately.

22. 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.

23. Town of Taos Rights
   The Town of Taos reserves the right to accept all or a portion of an offeror’s proposal.

24. Multiple Awards
   The Town reserves the right to make multiple awards of the items, projects and/or sections of this RFP.

25. 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.

26. 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. Unsuccessful Offerors may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Offeror wishing to retrieve all copies of their proposal must do so within two weeks after the award.

27. 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.

28. 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.

29. 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.

30. The detailed fee proposals (Option A, Option B and/or Alternate referenced in Item 1.B “Summary Scope of Work” on page 4); along with the other requested information will be the basis for final contract negotiations with the selected firm. The final fee which will be identified in the contract, will be based on the selected bidder’s proposal and final negotiations.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES
Offerors shall submit only one proposal.

B. NUMBER OF COPIES
Offerors shall deliver six (6) identical hard copies and one electronic copy (in the form of a flash drive or compact disk) of their proposal to the location specified in Section I, Paragraph G on or before the closing date and time for receipt of proposals. The offeror receiving the contract may be required to submit an editable electronic copy of their proposal for contract purposes.

C. PROPOSAL FORMAT
All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. In consideration of the evaluators, please limit number of pages which shall not exceed 25.

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
Offeror’s Additional Terms and Conditions
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.

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. 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. Information

B. Mandatory Specifications

1. 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. Offerors should include in their proposals documentation describing the extent of their experience and expertise and business knowledge.

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 Offeror 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 Offerors 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:

   a. The capability of the Contractor to assume responsibility for the care and management including complete operational and maintenance control within thirty (30) days following the execution of the contract. (25 points)

   b. Experience in furnishing operation and maintenance services for similar size and types of treatment facilities. (25 points)

   c. Financial stability and corporate commitment to the business including years of experience in the wastewater treatment field. (20)

   d. Proven technical and management backup expertise as demonstrated by an organization chart and personal resumes. (20)

   e. A list of references, identifying customers within your firm for which you currently provide operation and maintenance services. (5 points)

   f. A list of references identifying all clients for whom services were provided for facilities utilizing comparable treatment process. (5 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.

   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 offeror 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 offeror
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 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 Officer” - 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 Offeror” - 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 reputa-
tion 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.
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 ANY 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” - 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” - 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” - any agreement for the procurement of items of tangible personal property, services, professional services or construction

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

“Pendency of the procurement process” - 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” - any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” - 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” - 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:

**DANIEL R. BARRONE, MAYOR**

**COUNCIL MEMBERS:**

- JUDITH Y. CANTU
- ANDREW T. GONZALES
- GEORGE “FRITZ” HAHN
- FREDERICK A. PERALTA

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)


