



**TOWN OF TAOS, NM**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ENGINEERING AND ENVIRONMENTAL SERVICES**  
**FOR THE**  
**TAOS REGIONAL LANDFILL**  
**CONTROL NO. : RFP 16-17-10**

**Issue Date:** February 23, 2017

**Pre Response Meeting** Tuesday, March 7, 2017 at 2:00 p.m. Local Time

**Proposal Question Deadline:** Tuesday, March 14, 2017 at 5:00 p.m. Local Time

**Response Deadline:** Thursday, March 23, 2017 at 2:00 p.m. Local Time

**Deliver to:** Town of Taos  
Procurement Office  
400 Camino de la Placita, Room 202  
Taos, NM 87571

**Purchasing Contact:** Sharon Voigt, Procurement Officer  
Finance Department-Purchasing  
**Phone:** (575) 751-2025  
**Email:** svoigt@taosgov.com

Introduction

The Town of Taos as fiscal agent for the Taos Regional Landfill Board is requesting competitive sealed proposals for the selection of a professional firm to provide professional engineering services which may include planning and/or engineering design services and related environmental services.

**Description:** A copy of this RFP can be obtained from the Town of Taos website at [www.taosgov.com/finance/solicitation/php](http://www.taosgov.com/finance/solicitation/php) until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from Sharon Voigt, Procurement Officer, Town of Taos Purchasing Division, 400 Camino de la Placita- Room 202, Taos, NM 87571. If you have any questions, please call (575) 751-2025 or email svoigt@taosgov.com.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Purchasing Division, located at Town of Taos Municipal Building; ROOM 202, 400 Camino de la Placita, Taos, NM 87571. Late responses will not be accepted – NO EXCEPTIONS.

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## SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the Town of Taos (Town) desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with the Town personnel concerning this RFP or the evaluation process must be solely to the contact person (or her designee) listed on the cover page of this RFP.

A violation of this provision is cause for the Town to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Town may reject any Response or terminate any contract awarded pursuant to this RFP. No direct contact regarding this document with other Town employees, the Towns' contractors' or other entities working with the Town are permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Town. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE TOWN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Town employees is permitted. All answers will be issued in the form of a written addendum.
- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the Town. It is the Respondent's responsibility to periodically check the Town's website until the posted Response Deadline to obtain any issued addenda.
- 4) **PRE-RESPONSE MEETING:** The date, time and location of the meeting, if any, are indicated on the cover page of this RFP. **All Respondents are required to attend the Mandatory Pre-Response Meeting.**
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFP.
  - a. Responses must be submitted to Sharon Voigt, Town Purchasing Division, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays. We are closed for lunch from 12:00 pm. to 1:00 p.m.
  - b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.
  - c. The opening of a Response does not constitute the Town's acceptance of the Respondent as a responsive and responsible Respondent.
  - d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name.
  - e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the Town's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - f. Responses sent by telegraph, facsimile, or other electronic means will not be considered.

- g. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Respondent's sole responsibility; no such costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the Town.
- h. Responses are subject to public disclosure after the award in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Town if the Respondent is determined to be the most responsive and responsible Respondent.
- 7) **CONTRACT AWARD:** The Town reserves the right to withdraw the RFP, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFP. The Town may waive informalities if it is in the Town's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Town taking into consideration the evaluation factors set forth in the Request for Proposals. Qualifications-based proposals are based on respondents' qualifications to perform the required scope of work and are not based on price. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award is made will be notified at the earliest possible date. The Town will then negotiate a contract with the top ranked Respondent for a firm fixed price agreeable to both parties. If, for any reason, a contract is not executed with the selected Respondent within 14 days, then the Town may recommend the next most responsive and responsible Respondent. Award of this RFP is contingent upon the availability of funds for this project, within the sole discretion of the Town. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Town's policies have been fulfilled. The Town is not liable for performance costs until the successful Respondent has been given a fully executed contract. Failure to accept the terms and conditions of the Town's Standard Contract may deem the Respondent non-responsive.
- 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the Town. In the event multiple Responses are submitted in violation of this provision, the Town will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 11) **REJECTION:** The Town reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Procurement Officer or designee that the best interest of the Town will be served by doing so. The Town may reject any Response from any person, firm or corporation in arrears or in default to the Town on any contract, debt, or other obligation, or if the Respondent is debarred by the Town from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Town's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 12) **PROCUREMENT POLICY:** Procurement for the Town will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Town. The Taos Regional Landfill Board has the vested authority to execute all Taos Regional Landfill contracts.
- 13) **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Respondent(s) shall perform 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.

- 14) **NON-DISCRIMINATION:** The Town will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 15) **CONTRACT NEGOTIATION:** All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Town may recommend the next most responsive and responsible Respondent. There is no contract until the Town's policies have been fulfilled.
- 16) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
  - a. Evidence of collusion among Respondents.
  - b. Lack of competency as revealed by either financial, experience, or equipment statements.
  - c. Lack of responsibility as shown by past work.
  - d. Uncompleted work under other contracts which, in the judgment of the Town, might hinder or prevent the prompt completion of additional work if awarded.
- 17) **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.

- 18) **SUBCONTRACTORS:** In an effort to promote supplier diversity, the Town encourages Respondents to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the Town.

The Contract will not be assignable to any other business entity without the Taos Regional Landfill Board's approval.

- 19) **RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The selected Respondent must remain capable of providing all services as described under SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the Town will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

It is strongly recommended that the Respondent visit the Town of Taos and familiarize themselves with the site, including attendance at the Mandatory Pre-Response Meeting.

The Town reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Town rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not

jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Town.

**20) TOWN PARTICIPATION:** The Town will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify Town FTEs required and tasks to be performed by Town personnel. For the purpose of contract administration, the Town will designate a person to serve as Town Contract Manager. The Town Contract Manager will serve as the primary liaison between the Town and the Successful Respondent and will coordinate overall management and administration of the contract for the Town.

**21) DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Town and may be returned only at the Town's option.

Respondents must make no other distribution of their Responses other than authorized by this RFP. A Respondent who shares cost information contained in its Response with other Town personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

**22) PROPOSAL EVALUATION**

An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

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.

During this time, the Town of Taos 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.

**23) PROTESTS**

Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Town of Taos. The protest must be delivered to the Town of Taos, Procurement Officer 400 Camino de la Placita, Taos, NM 87571 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.

In the event of a timely protest under this section, the Town of Taos shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement.

The Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

**24) 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.

**25) 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.

**26) 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.

**If the contractor wishes to change its designated representative, that change must be approved by the Town of Taos.**

**27) 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.

**28) TOWN OF TAOS RIGHTS**

The Town of Taos reserves the right to accept all or a portion of a Respondent's proposal.

**29) MULTIPLE AWARDS**

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

**30) 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.

**31) 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 copies of their proposal must do so within two weeks after the award.

**32) 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.

**33) 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.

**34) Assignment/Transfer:** Assignment or transfer of this contract without written consent of Town may be construed by the Town as a breach of contract sufficient to cancel this agreement at the discretion of the Town.

**35) Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.

## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

1) **INTRODUCTION:** The Town of Taos as fiscal agent for the Taos Regional Landfill Board is requesting competitive sealed proposals for the selection of a professional firm to provide professional engineering services which may include planning and/or engineering design services and related environmental services.

The successful Firm/individual will be required to execute a Contract; The 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 completed, signed and incorporated into the proposal.

Through this Request for Proposal (RFP), the Town of Taos (Town) hereby invites entities who meet the qualifications and specifications set forth herein to submit Responses for the Town of Taos RFP 16-17-10 Engineering and Environmental Services for the Taos Regional Landfill.

2) **GENERAL INFORMATION:**

### **Background**

Taos Regional landfill is located at 24670 US Highway 64 in Taos, NM. The Landfill is operated by the Town of Taos and managed by the Taos Regional Landfill Board which is comprised of representatives from Taos County, Town of Taos, Village of Questa, Town of Red River, Village of Taos Ski Valley, and Village of Eagle Nest. The Landfill plans for seven cells on 100 acres within 230 fenced acres of property with an expected life of 114 years. Cells 1A and 1B have been completed and capped with final cover, cell 2 has been completed, cells 3A and 3B are currently active, and cell 4A was recently constructed.

The Landfill operates Monday through Saturday and has a fill rate of approximately 84 tons per day. The Landfill accepts municipal solid waste, construction and demolition waste, green waste, scrap tires, scrap metal, and recently began accepting sludge. The Landfill recently completed its mid-term permitting review and is permitted through August 15, 2021.

3) **SCOPE OF SERVICES:**

The following tasks are identified as the Scope of Work that the Respondent team may be requested to perform, all of which should be addressed in the Respondent's proposal. This scope of work may be adjusted and modified to meet the needs of the Town.

### **ENGINEERING SERVICES – for future expansion, Composting Facility and/or Convenience Center Planning and Design:**

- a) Preliminary Design
- b) Final Design
- c) Bidding and Negotiation
- d) Construction Oversight
- e) Construction Surveying

### **ENVIRONMENTAL SERVICES:**

- a) Site Design & Permitting of Landfill Expansion
- b) Groundwater Monitoring, Laboratory Analysis and Statistical Evaluation
- c) Methane Gas Monitoring
- d) NSPS Design Capacity, Tier 1 and Tier 2 Reporting
- e) Preparation of SWPPP for Solid Waste Facilities
- f) Permit Renewal

4) **CONTRACT TERM:** The contract is for a term of one (1) year, with a three-year renewal option at the sole discretion of the Town. It is anticipated that this contract will commence on July 1, 2017 or shortly thereafter.

## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) **EVALUATION:** All Responses received will be evaluated by an Evaluation Committee. The following factors will be considered in making the selection of the qualified Respondents with maximum possible points:

The Town will select the Respondent whose Statement of Qualifications demonstrates their experience and ability to complete the scope of work. Each Statement of Qualifications will be evaluated and ranked based on the following criteria.

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

- a. Specialized design and technical competence of the business, regarding the type of services required. If a joint venture or subcontracts are contemplated, provide the same information for those entities. 25 points
- b. Capacity and capability of the business to perform the work, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations. 25 points
- c. 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. 20 points
- d. Proximity and familiarity with the area in which the project is located. (Town of Taos). 5 points
- e. The amount of design work that will be produced by a New Mexico business. 5 points
- f. Current volume of work with the Town of Taos which is not 75% complete with respect to basic professional design services. 5 points
- g. Resident Business Preference and Veterans Preference will be applied in conformance with NM State Laws. In-State Preference 5 points  
OR  
Veterans Preference Up to 10 points

Each Response submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Town or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with the Town or to an incumbent thereof. The Town reserves the right to make additional inquiries and may request the submission of additional information.

### 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 roles, 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. 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:

\$ 00,000	to	\$25,000	5 points
\$ 25,000	to	\$35,000	4 points
\$ 35,001	to	\$ 50,000	3 points
\$ 50,001	to	\$100,000	2 points
\$100,001	to	\$150,000	1 points
\$150,001	and	over	0 points

**Shortlisting:** The Town may shortlist the Respondents based upon responses to the above items. If necessary, the Town will conduct interviews/demonstrations. The Town will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The Town will not reimburse oral presentation costs of any Respondent.

**Respondent to whom award of an Agreement is under consideration shall submit upon request, information and data to prove that their financial resources, production of service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978).**

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

## **RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE**

Points will be awarded based on Respondents ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

***Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.***

### **Resident Business Preference**

New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>.

Five (5) percent (%) of the total possible points may be awarded to an Offeror who qualifies as a Resident business. These points are added to the total points received for the Evaluation Criteria (page 12). **Respondent must attach a copy of your preference certificate if applicable.**

### **Veterans' Preference Certification**

For the Respondent to receive a Resident Veteran Business Preference, the business shall complete, sign, and include

with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.nmexcio.gov/forms-and-publications/pages/recently-updated.aspx>

Respondents seeking a Resident Veteran Business Preference will be evaluated as follows:

Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$5M are to receive 7% preference on their proposals.

The 7%, 8% or 10% as indicated above will be added to the total points received for the Evaluation Criteria.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the resident business Preference once the Resident Veteran Business Preference cap is exceeded

**Respondent must attach a copy of your Veterans' Preference Certificate and Certification, If applicable.**

No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the NM Department of Taxation & Revenue as a resident contractor pursuant to this section by making application and receiving from them a certification number. It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

**2) GENERAL SUBMITTAL REQUIREMENTS:**

- a) **NUMBER OF COPIES:** One original (unbound), plus five copies (six total) of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.
- b) **RESPONSE FORMAT:** Each Response should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- c) **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
  - i) All forms contained or listed in Section 5 in this RFP, fully completed:
  - ii) Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Specifications and Scope of Work of this RFP.
  - iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

**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.

- Transmittal Letter
- Table of Contents
- Response to Evaluation Criteria a. through f.

- References
- Required Forms
- Other Supporting Material, if applicable

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.

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

## Transmittal Letter

The Respondent shall 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 twenty (120) 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 terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive,

### *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.

## 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.

## Fee/Cost

Price shall be determined by formal negotiations related to scope of work following selection of the most qualified Respondent (NMSA 13-1-112.C).

SECTION 4 – SAMPLE TERMS AND CONDITIONS OF CONTRACT



Contract No. TT-17-\_\_\_\_  
RFP 16-17-10  
Taos Regional Landfill

**TAOS REGIONAL LANDFILL BOARD  
PROFESSIONAL SERVICE CONTRACT TT-17-**

This contract is hereby made and entered into by and between the **TAOS REGIONAL LANDFILL BOARD**, a New Mexico Municipality (hereinafter "TAOS REGIONAL LANDFILL BOARD") and \_\_\_\_\_, (hereinafter "CONTRACTOR") effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**WHEREAS**, the TAOS REGIONAL LANDFILL BOARD has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; and

**WHEREAS**, the TOWN OF TAOS as fiscal agent for the TAOS REGIONAL LANDFILL BOARD conducted a formal request for proposals (RFP) process that resulted in the selection of CONTRACTOR as the most advantageous to the TAOS REGIONAL LANDFILL BOARD for the services to be provided under this contract; 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:

**ENGINEERING SERVICES – for future expansion, Composting Facility and/or Convenience Center Planning and Design:**

- Preliminary Design \$ \_\_\_\_\_
- Final Design \$ \_\_\_\_\_
- Bidding and Negotiation \$ \_\_\_\_\_
- Construction Oversight \$ \_\_\_\_\_
- Construction Surveying \$ \_\_\_\_\_

**ENVIRONMENTAL SERVICES:**

- Site Design & Permitting of Landfill Expansion \$ \_\_\_\_\_
- Groundwater Monitoring, Laboratory Analysis and Statistical Evaluation \$ \_\_\_\_\_
- Methane Gas Monitoring \$ \_\_\_\_\_
- NSPS Design Capacity, Tier 1 and Tier 2 Reporting \$ \_\_\_\_\_
- Preparation of SWPPP for Solid Waste Facilities \$ \_\_\_\_\_
- Permit Renewal \$ \_\_\_\_\_

B. Services will be performed at: Taos Regional Landfill and \_\_\_\_\_, New Mexico

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: \_\_\_\_\_

B. The address and phone number is:

3. Term. This contract shall terminate June 30, 2018 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 TAOS REGIONAL LANDFILL BOARD 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. TAOS REGIONAL LANDFILL BOARD shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TAOS REGIONAL LANDFILL BOARD 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 \$ \_\_\_\_\_. **This amount is a maximum and is not a promise that the TAOS REGIONAL LANDFILL BOARD will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TAOS REGIONAL LANDFILL BOARD and satisfactorily completed by the CONTRACTOR.**

B. The TAOS REGIONAL LANDFILL BOARD shall pay CONTRACTOR at the following rate for work performed under this Contract: See price list included with Scope of Work.  
The total amount for such services under this Contract, excluding gross receipts tax (GRT) and any allowed expenses, shall not exceed \$ \_\_\_\_\_.

C. Maximum Contract amount excluding GRT \$ \_\_\_\_\_  
Gross Receipts tax rate: \_\_\_\_\_%  
The total maximum contract amount including taxes and any expenses: \$ \_\_\_\_\_

The total maximum contract amount including Opppp taxes at the above rate: \$ \_\_\_\_\_. If GRT rate should increase during the tem of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

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

E. CONTRACTOR must submit a detailed monthly statement accounting for all services performed and expenses incurred. If the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TAOS REGIONAL LANDFILL BOARD'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TAOS REGIONAL LANDFILL BOARD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

F. 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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD, 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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD. 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 TAOS REGIONAL LANDFILL BOARD'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 TAOS REGIONAL LANDFILL BOARD. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TAOS REGIONAL LANDFILL BOARD, 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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

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

C. The TAOS REGIONAL LANDFILL BOARD may suspend work under this Contract for any reason the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD except that, with the TAOS REGIONAL LANDFILL BOARD'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 TAOS REGIONAL LANDFILL BOARD'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 TAOS REGIONAL LANDFILL BOARD 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. Conflicts Provision. Should there be any conflict between any term, condition or understanding contained in this contract and those documents attached or incorporated by reference, the terms and conditions of this contract shall govern.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TAOS REGIONAL LANDFILL BOARD, 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 TAOS REGIONAL LANDFILL BOARD, 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 TAOS REGIONAL LANDFILL BOARD.
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 TAOS REGIONAL LANDFILL BOARD, nor shall they be eligible to accrue leave, retirement benefits,

insurance benefits, use of TAOS REGIONAL LANDFILL BOARD vehicles, or any other benefits provided to TAOS REGIONAL LANDFILL BOARD employees.

14. Non-Agency. CONTRACTOR agrees not to purport to bind the TAOS REGIONAL LANDFILL BOARD to any obligation not assumed herein by the TAOS REGIONAL LANDFILL BOARD, 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 TAOS REGIONAL LANDFILL BOARD.
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 TAOS REGIONAL LANDFILL BOARD'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 TAOS REGIONAL LANDFILL BOARD.
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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Contractor shall defend, indemnify and hold harmless the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD.
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 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 TAOS REGIONAL LANDFILL BOARD of Taos Purchasing Policy Part XXIII or any replacement provisions.
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 TAOS REGIONAL LANDFILL BOARD, and, if declared voidable, all obligations of the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD as an additional insured.
25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD 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 TAOS REGIONAL LANDFILL BOARD. Any legal

proceeding brought against the TAOS REGIONAL LANDFILL BOARD, 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 WHEREOF**, the parties have executed this Agreement as of the date last written below.

**TAOS REGIONAL LANDFILL BOARD**

**CONTRACTOR:**

\_\_\_\_\_  
Taos Regional Landfill Board Chair

\_\_\_\_\_  
Contractor  
Printed Name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

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

**ACCOUNTING APPROVAL:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Marietta S. Fambro, Finance Director

\_\_\_\_\_  
Taos Regional Landfill Board Attorney

Budget Line Item:

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

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

## SECTION 5 – REQUIRED FORMS

### FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Response Form (blank form attached to this Request for Proposals)
- (2) Campaign Disclosure (blank form attached to this Request for Proposals)
- (3) Resident Business Preference Form, if applicable
- (4) Resident Veteran Business Preference Form, if applicable

***Failure to complete and submit these forms with your Response may result in it being deemed non-responsive and rejected without further evaluation***

\*Download solicitations, addenda and forms at <http://www.taosgov.com/finance/solicitations.php>

# RESPONSE FORM

**Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.**

**TO: Town of Taos:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Town, for the term as stated herein, and to enter into a Contract with the Town, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable ethics or anti-kickback provisions of the Town's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Respondent will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

**NONCOLLUSION:**

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Agreement, it will submit to the Town any required performance guarantee (i.e. performance and payment bond).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No Response shall be accepted which has not been manually signed in ink in the appropriate space below:**

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

Acknowledged before me by \_\_\_\_\_ (name) as \_\_\_\_\_ (title)  
of \_\_\_\_\_ (company) this \_\_\_\_ (day) of \_\_\_\_\_, 200\_\_.

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

My Commission Expires: \_\_\_\_\_

Affix Seal

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY AND PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAD MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services or construction

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

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS** applies to contributions made to the following Public Officials:  
**DANIEL R. BARRONE, MAYOR**

**COUNCIL MEMBERS:**

**JUDITH Y. CANTU**

**DARIEN D. FERNANDEZ**

**NATHANIEL EVANS**

**GEORGE "FRITZ" HAHN**

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

\_\_\_\_\_