



TOWN OF TAOS
REQUEST FOR PROPOSALS
RFP # 16-17-13
EVENT MANAGEMENT SERVICES

MAYOR
DANIEL R. BARRONE

COUNCIL MEMBERS
JUDITH Y. CANTU
NATHANIEL EVANS
DARIEN D. FERNANDEZ
GEORGE "FRITZ" HAHN

SEALED PROPOSAL SUBMISSION DEADLINE
NO LATER THAN 3:00 PM, LOCAL TIME, April 27, 2017

1. Purpose:

The Town of Taos (hereinafter the "Town") is seeking competitive proposals from qualified and experienced event management businesses to provide planning, management and promotion for a Town event focused on expanding business opportunities, enhancing tourism and community activities in the town through stimulation of art-related tourism by producing an annual outdoor art exhibit, display and festival. The selected business will manage all aspects of the event listed below. All interested and qualified event management businesses are encouraged to submit sealed proposals for the purpose of providing the Town with event management services in accordance with the terms, conditions and specifications as set out in this RFP. Competitive negotiation will be used to select the business. Price shall be considered, but need not be the sole determining factor. The Town shall enter into an Event Management Agreement or an Event Promoter Contract with the selected Respondent(s).

2. Scope of Services

The Successful Offeror will be required to provide for the Town's event for the duration of the Agreement:

1. Total responsibility for complete production of the 2017 Paseo Festival.
2. Complete and comprehensive management of the Town event, including all sponsorship, fundraising, planning, logistical and operational aspects, from inception to conclusion, and a post event review.
3. Work with Town Staff (Event Coordinator, Tourism and Marketing Director, Public Information Consultant, etc.) for event coordination and to increase and manage volunteer involvement. Promptly answer questions and information requests from Town Council members and Town staff.
4. Manage event registration, logistics and coordination with event vendors and artists.
5. Design event layouts, traffic control and crowd flow plans, as well as refuse and recycling collection in coordination with the appropriate authorities.
6. In coordination with the Town, establish and actively market and promote innovative event sponsorship packages and other fundraising activities to defray all event production and management fees and expenses. Responsibility for the management, accounting and reporting to the Town of all resources raised through event sponsorships and fundraising.
7. Provide comprehensive and complete on-site support, including appropriate staff and management at the events.
8. Coordinate with the Town and the Town's Tourism and Marketing Director to promote the event through marketing plans that include networking, communication and advertising options designed to publicize the event locally, in Taos County, and to the drive-to market.
9. Write and distribute timely correspondence to stakeholders and appropriate business and property owners to communicate details about the event, including any street closures or other traffic, parking, pedestrian, lighting or sound disturbances to businesses and normal activities in the downtown area.
10. Attend all relevant Town meetings and public hearings as required; make presentations to Town Council and Town committees, commissions, and boards as necessary.
11. Provide weekly progress reports during the planning stages of the event.
12. Provide detailed post event financial reports as required by the Town.
13. Provide an event impact and marketing report to be conducted by an outside company selected or approved by the Town to provide demographic data on event attendees, lodgers' tax and GRT impact. In addition, it is strongly recommended to contract with a ticketing agency for free tickets to certain

events (free or paid) to capture geographic and demographic data on attendees and to develop an annual event mailing list.

14. Provide the Town with professional advice and suggested improvements and ideas throughout the planning, execution and subsequent to the event to enhance the quality and success of the event.

15. Secure all necessary licenses and permits for events to ensure compliance with all applicable federal, state, county, and Town laws, ordinances, and requirements and regulations.

TOWN SUBMITTAL REQUIREMENTS and GENERAL INFORMATION

Potential Respondents may submit written requests for clarification of this RFP up until close of business 7 days before the due date for proposals. Comments can be sent by email, letter or fax addressed to the Procurement Officer (see below, Point of Contact).

1. QUALIFICATIONS, EXPERIENCE AND REFERENCES

The Respondent shall name each organization and individual who will or may provide services pursuant to this procurement and state his/her educational and/or experience qualifications, degrees, and or certifications if applicable.

The Respondent must also show its capacity and capabilities for performing this project, with special consideration for an established history of successfully working with and in the Town on outdoor performance/street art festivals or similar events with a statewide, regional or national impact.

The Respondents must submit a statement of their relevant experience in planning, promoting and executing similar events and recruiting and working with large numbers of display artists for multi-media festivals. The documentation must thoroughly describe how the Respondent has supplied expertise for similar contracts and work related to this RFP, including festival names, dates, duration, number of attendees and number of participating artists and exhibits.

The Respondent must include in its proposal documentation describing the extent of the experience and expertise of the individuals and organizations applying, as well as relevant business knowledge as regards fund raising, grant writing, and event-related accounting and reporting.

Proposals must include three (3) external client references from clients who received similar services (one of which may be the Town of Taos) and which may include venues (theaters, auditoriums, museums) where primary or secondary events have been held. 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 and email of contact person
- e. Type of services provided and dates services were provided

2. COST

The selected respondent will be required to submit a budget. The budget shall also indicate company name, date and signature of an officer authorized to contract for the work. Final price shall be determined by formal negotiations related to scope of work following the ranking of the proposals received (NMSA 13-1-115).

3. CAMPAIGN DISCLOSURE

Included with this RFP is a Campaign Contribution Disclosure Form which must be filled out and included with your proposal packet or your proposal will be deemed unresponsive.

4. SCOPE OF PROCUREMENT

The Town of Taos intends to enter into a twelve (12) month contract with the successful Respondent for the services contemplated by this Request for Proposals. The Town of Taos, upon its sole discretion and the written agreement of the contractor awarded the contract, may amend, extend or renew this contract. **Any such contract may be subject to approval by the Town Council, availability of funds, and other terms and conditions.** In no case will the contract, including all renewals, exceed a total of four (4) years in duration. Subsequent contracts for the same services will be subject a new RFP process and to Mayor and Council or Management approval as called for by law and Town ordinances and policies.

5. POINT OF CONTACT

Sharon Voigt, Procurement Officer
Town of Taos, Finance Department
400 Camino de la Placita
Taos, New Mexico 87571
Phone: (575) 751-2025
Fax: (575) 751-2026
svoigt@taosgov.com

6. GENERAL INFORMATION

ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00PM Mountain Daylight Time, April 27, 2017. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the attention of the Procurement Officer at the above address. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # 16-17-13 EVENT MANAGEMENT SERVICES NOTE: UPS, FEDEX, or other overnight delivery services to Taos may not be reliable as to date of delivery. Fax or e-mail proposals will not be accepted.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Respondents may contact ONLY the Procurement Officer regarding the procurement. Any question, comment or concern will be shared with all interested parties to this proposal.

A public log will be kept of the names of all Respondents that submit proposals. Pursuant to Section 13-1-116 NMSA, the contents of any proposal shall not be disclosed to competing Respondents prior to entering into a contract.

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

The Procurement Officer reserves the right to amend and/or cancel this request for proposals prior to the time and date of the proposal submission deadline, and the right to reject all offers submitted if doing so is deemed to be in the best interests of the Town.

The Procurement Officer reserves the right to waive any minor or technical irregularities in any proposal that do not alter the price, quality or quantity of services, systems or items of tangible personal property being

offered and the right to reject any proposal mistakenly awarded as a result of clerical, arithmetical, or other error on the part of the Town of Taos or its agents and representatives.

7. SUBMISSION REQUIREMENTS

The Respondent shall submit one (1) unbound signed original and five (5) copies of the proposal on standard 8 1/2 x 11" bond paper. Hard copy proposals shall be presented in a professional manner such as spiral bound, perfect bound or professional grade folder/ three ring binders. Proposals shall be appropriately titled on the front cover with the RFP name, RFP number, Respondent's name and the due date. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal. Manuals and other reference documentation may be bound separately. Responses are limited to 30 pages of response to the application narrative maximum to include all of the above with the exception of tabs, separators, graphics and work examples.

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

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

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

1. Transmittal Letter

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

a. 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.

b. Statement of Proposal Life

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

c. Statement of Acceptance

This statement shall state acceptance of all terms and conditions of the Town of Taos RFP and

Town of Taos sample Contract or any term or condition not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions.

d. 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.

e. Signature of Authorized Representative

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

2. Respondent's Background & Team Arrangement

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

- a. Respondent's corporate name & local business address (Include any regional offices and/or headquarters.
- b. Year established (Include former names and year established, if applicable).
- c. Type of ownership and parent company and State(s) of incorporation or registration, if applicable;
- d. Company board of directors, officers, contact information, background and terms (where applicable)
- e. Project manager who will be working the project for the applicant, including contact information and years with the applicant and number of events.
- f. Core competencies of the applying entity (briefly describe).

3. The Respondent must fill out and submit Form A-1 "Respondent's Statement of Organization" and all other attachments included and information called for within this RFP.

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

4. 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.

5. Respondent's History

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

6. Proposal Summary

The proposal response must include a full description of similar services that the Respondent is qualified and has experience in providing. Proposal should include event dates and times, event layout, potential number of artists to include consideration of regional artists, and a sustainability plan.

7. Fee/Cost Proposal

The respondent will be required to submit a cost/budget proposal. The cost/budget proposal cannot include salaries and must include the company name, date and signature of an officer authorized to contract for the work. Price shall be determined by formal negotiations related to scope of work following selection of the most qualified Respondent (NMSA 13-1-112.C).

8. Additional Information

Provide any additional information deemed necessary by the Respondent to ensure success of the project. Any exceptions that the Respondent would like to have for this project should be detailed.

9. All attached forms shall be filled out and submitted as part of a Respondent's proposal.

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

8. PROCESSING OF PROPOSALS

A. Questions

Questions regarding this request for proposals, the scope of work, or need for additional data or information should be submitted in writing by mail, fax, or e-mail, at least five (7) days prior to opening date, to the Town Procurement Officer, Town of Taos, 400 Camino de la Placita, Taos, New Mexico, 87571. Please Fax questions to (575) 751-2026 or e-mail to svoigt@taosgov.com.

B. Pre-proposal Briefing

None.

C. Submission of Proposal

To receive consideration, an original (signed in blue ink) and five (5) copies of the proposal must be received in the office of the Procurement Officer, 400 Camino de la Placita, Taos, New Mexico 87571, no later than **3:00 P.M., New Mexico Time, Thursday, April 27, 2017**. The time/date recorder located in the Finance Department will be used to record the official time of receipt. The outside of the envelope shall be marked RFP # 16-17-13 EVENT MANAGEMENT SERVICES. All proposals will be held in confidence until a Contract has been executed or proposals have been rejected. Late submittals will not be considered. They will be returned, unopened, to the sender.

D. Rejection of Proposals

The Town of Taos reserves the right after opening the proposals to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is in the best interest of the Town of Taos.

E. Time Frame

The Town of Taos expects the select entity to maintain the contracted time frames.

F. Pre-contractual Expenses

The Town shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of its proposal prior to award.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting proposal(s) to the Town;
2. Negotiations with the Town on any matter related to the contract terms, professional fees, and schedule;
3. Any other expenses incurred by the awarded firm prior to reaching agreement in advance of the date of award of the proposed contract.

G. Notification of Successful Respondent(s)

Successful potential Consultant(s) shall be notified as soon as possible by the Town of the list of Consultants with which the Town is to commence Contract negotiations in descending order. It is estimated that approximately 90 calendar days will elapse between the final date on which Proposals will be accepted and the date on which Town Council will authorize Staff to begin negotiations with the top Consultant. In the event that the Town is unable to negotiate a Contract with the first selected Consultant, negotiations will commence with the next Consultant on the list, and continue downward.

H. Notification of Unsuccessful Respondent(s)

Unsuccessful potential Consultants shall be notified as soon as possible by the Town after execution of a contract with the successful Consultant(s). It is estimated that the selection process should take ninety (90) days or less in its entirety.

I. Additional Town Rights and Processes

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 due date.

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.

The Procurement Officer reserves the right to waive any minor or technical irregularities in any proposal that do not alter the price, quality or quantity of services, systems or items of tangible personal property being offered and the right to reject any proposal mistakenly awarded as a result of clerical, arithmetical, or other error on the part of the Town of Taos.

9. SELECTION OF AWARD WINNER

A. Qualifications

The respondent selected may be a single firm (for profit or non-profit) or a joint venture and must show evidence of its technical capability in this work. The selected respondent shall also be knowledgeable of the applicable permitting, subcontracting, accounting, payroll, taxation and reporting processes and requirements required in accordance with all applicable federal, state, and Town of Taos regulations. Work shall be done in conformance with current professional practices as prescribed in the State of New Mexico.

B. Criteria for Selection

Selection among the proposals received shall be based upon the following criteria.

- Experience and Qualification - Offeror's event management experience and qualifications in providing the services as requested in these specifications including years in business, and experience of staff. -15 points
- Offeror's flexibility and understanding of the requirements, and proposal detailing services as required under this RFP. -15 points
- Previous experience - Preference given to the offeror with a successful track record and experience working with municipalities of similar size, demographic make-up and resources on similar events as those proposed in this RFP. -15 points
- Capability and Skill — Offeror's capability and skill to perform the services stated in these specifications for similar municipalities, under similar timeframes, budgets and conditions. -15 points
- Review of references directly applicable to the proposed services. -15 points
- Cost – Detail cost of services. -25 points
- Resident Business Preference, if applicable. -5 points
- Resident Veteran Business Preference, if applicable. -10 points

Total up to 110

RESIDENT BUSINESS / RESIDENT VETERAN BUSINESS PREFERENCES

Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

Resident Veterans Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Section V.C.4 for more information and especially note Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate

must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

The Town may prepare a short list of firms from the submitted Proposals for oral presentations to a Selection Committee. This decision will be based on the number and quality of Proposals received. If Proposals are deemed of a high enough quality, oral presentations may be waived and a finalist selected based on Proposals submitted.

In the event oral presentations are required, the Town of Taos will not be responsible for any expenses incurred by the potential Consultants, for these presentations. New or additional evaluation criteria may be established for oral interviews in order better differentiate the competing proposals. The Town will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS SHALL BE CLEAR AND CONCISE.**

The final selected Respondent will be recommended for being awarded a contract (Event Management Agreement or Event Promotor Agreement) with the Town for conducting the work identified within the RFP. However if it is determined to be in the best interest of the Town, all proposals may be rejected and the Town may reissue requests for proposals.

The contract shall be awarded to the Respondent(s) whose proposal is most advantageous to the Town of Taos and its desire to achieve the stated objectives. Awards will take into consideration the evaluation factors set forth in the RFP and the recommendation of the Selection Committee. Contract awards remain the sole discretion of the Town and the most advantageous proposal may or may not have received the most points.

C. Contract Award and Limitations

This RFP is for a maximum of four (4) years. The Town of Taos reserves the right to award for any length of time that is in its best interest not to exceed that length of time.

The Town of Taos may or may not award the amount requested.

The source of funding for this event/contract/management agreement shall be Town of Taos Lodgers tax Funds, and only eligible expenses, consistent with the Town ordinance and State law shall be eligible for reimbursement, unless the expense is previously approved in writing by the Town and other sources of funding are identified.

The amount of award is at the sole discretion of the Town of Taos and may be modified annually or during contract negotiation.

After review, the Evaluation Committee will issue an Evaluation Committee Report with recommendations to award a contract or contracts. This recommendation will be presented to the Town of Taos Governing Body on May 9, 2017. This date is subject to change at the discretion of the Town of Taos.

The Contractor selected will not assign or transfer any or all of its rights, duties or obligations or the rights to any images, materials or work products generated under this contract without the express prior written consent of the Town, meaning the Town Manager.

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. Subcontracting is permitted provided that the subcontractors are listed within the proposal; however it remains the responsibility of the prime contractor to fulfill the terms of the resulting contract.

A sample Contract is attached for reference. The Consultants proposal shall indicate if there are any problems with meeting the terms of the general standard Contract and this proposal, including all insurance requirements as specified in the attached sample Contract. Depending on the proposals, the Contract will be revised to incorporate the details of the negotiated agreement of the parties. The sample Contract is provided merely as a sample of the general format of the Contract to be negotiated as a result of the response of the successful Consultant.

D. 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 May 25, 2017. 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. Protests received after the deadline will not be accepted. This date is subject to change at the discretion of the Town of Taos but not later than 15 days after award.

10. GENERAL REQUIRMENTS

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

3. Primary 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. Sub Contractors

The primary contractor is responsible for all work that may result from this procurement. The primary 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 in any manner.

5. Amended Proposals

A Respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town of Taos personnel will not merge, collate, or assemble proposal materials.

6. Respondent's Rights to Withdraw Proposal

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is signed. 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 and protected under one or more of the exceptions to disclosure stated in the Inspection of Public Records Act, NMSA 14-2-1.A. The Procurement Officer will not disclose or make public any pages of a proposal on which the Respondent has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Data that a respondent considers proprietary or confidential shall be so marked in a prominent fashion and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Respondent's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978 and protected by The Inspection of Public Records Act. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Respondent has made a written request for confidentiality, the Town of Taos shall examine the Respondent's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Respondent takes legal action that prevents the disclosure, the data will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the Town of Taos or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Town of Taos determines such action to be in the best interest of the Town of Taos.

11. Sufficient Appropriation, Availability of Funds, Legal Authority

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist or funds are not available. Sending written notice to respondents will effect such termination. The Town of Taos's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Town of Taos requires that all Respondents agree to be bound by the General Requirements contained in this RFP. Any concerns must be promptly brought to the attention of the Procurement Officer. The contract to be entered into between the Town and the selected vendor for provision of the systems and services solicited by this RFP shall be subject to legal review and approval by the Town Attorney and will contain provisions mandated by and advisable under New Mexico Law.

13. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with Respondent that may result. Should there be any conflict between the terms of this RFP and the terms of the resulting contract, the terms of the contract shall prevail, unless otherwise agreed to in writing by the Town and the

Consultant awarded the contract.

14. Basis for Proposal

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

15. Respondent's Terms and Conditions

Respondents' must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Town of Taos.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Town of Taos and the selected Respondent, and shall not be deemed an opportunity to amend the Respondent's proposal.

17. 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 and to determine whether a respondent is a responsible offeror. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

18. Right to Waive Minor and Technical Irregularities

The Evaluation Committee reserves the right to waive minor and technical irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Representatives

The Town of Taos reserves the rights to require a change in representatives if the assigned representatives are not, in the opinion of the Town of Taos, meeting its needs adequately.

20. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

21. Town of Taos Rights

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

22. Multiple Awards

The Town reserves the right to make multiple awards of the items, projects and/or sections of this RFP if the legal conditions for multiple awards are met.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected Respondents may 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.

25. Electronic mail address required

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

26. State and Local Requirements.

In submitting a proposal, Respondents represent that they have familiarized themselves with the aspects of the RFP dealing with governmental requirements that are part of this RFP. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with 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 authoritative shall apply.

27. Status of Successful Respondent.

The successful Respondent will be 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) acknowledge that all sums received under the resultant Contract are personally reportable by him/her for income, self-employment and other applicable taxes.

28. Proposed Fees and Budget.

A detailed fee proposal, along with the work plan will be the basis for final contract negotiations with the selected firm.

29. Agreement with Terms.

The Respondent shall indicate if there are any problems with meeting the terms of the Specifications and General Requirements of this proposal, and the insurance requirements that may apply. Depending on the proposals, the contract will be revised to incorporate the details of the negotiated agreement of the parties.

30. MOU's, JPA's and Purchasing Cooperative Contracting Options Available to the Town.

The Town of Taos may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this RFP may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase services provided by the Respondent under its contract with the Town of Taos, pursuant to terms and conditions stated therein.

APPENDICES: DEFINITION OF TERMINOLOGY

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

“Agreement” means the written document that is signed by the Applicant and the Department, creating a binding contract about an Applicant’s use of Event Marketing Funds for Deliverables, and the requirement that the Department will only provide Event Marketing Funds upon Recipient’s completion of the Deliverables and Evidence of Executed Deliverables.

“Applicant” means the entity applying for a Sponsorship Program.

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

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

“Deliverable” means a package of advertising that includes Brand Impressions of equal or greater value than the Applicant’s requested funding

“Determination” - the written documentation of a decision by the Procurement Officer 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 or Selection Committee” - a group appointed by the Town of Taos management to perform the evaluation of proposals.

“Evaluation or Selection 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 a person who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” - The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the respondent’s proposal.

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

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

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

“Tourism” means a collection of activities, services, and industries that delivers a travel experience in New Mexico, including transportation, accommodations, eating and drinking establishments, retail shops, entertainment businesses, activity facilities, and other hospitality services provided for individuals or groups traveling to destinations outside their normal places of work and residence.

“Tourism Activity” means a fair, festival, conference, event or similar endeavor that includes spectators and/or participants that is described in the Application and that is intended to increase Tourism as a byproduct of the Department’s purchase of Deliverables.

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) Form A-1 Respondents Statement of Organization
- (4) Resident Business Preference Form, if applicable
- (5) 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>

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:

Name:

Company Name

Title: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

Email: _____

Printed Name

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:

MAYOR: DANIEL R. BARRONE

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

Title (Position)

FORM A-1 RESPONDENT'S STATEMENT OF ORGANIZATION

1: Full Name of Business Concern (Respondent)

2: Principal Business Address:

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

Direct Phone Number (or Cell Phone): _____

Email Address: _____

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

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

State: _____ Date: _____

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

Date: _____

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

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

TECHNICAL PROPOSAL FORM A-1 CONTINUED

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

Name	Address
------	---------

1: _____

2: _____

3: _____

4: _____

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

Name	Responsibilities
------	------------------

1: _____

2: _____

3: _____

4: _____

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

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

SAMPLE -FOR REVIEW ONLY

Contract No. TT-17-____
RFP 16-17-13



TOWN OF TAOS PROFESSIONAL SERVICE CONTRACT

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and (hereinafter "CONTRACTOR") effective on this ____ day of _____ 2017.

WHEREAS, the TOWN has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work.
 - A. Contractor shall provide the following services:
 1. Total responsibility for complete production of the 2017 Paseo Festival.
 2. Complete and comprehensive management of the Town event, including all sponsorship, fundraising, planning, logistical and operational aspects, from inception to conclusion, and a post event review.
 3. Work with Town Staff (Event Coordinator, Tourism and Marketing Director, Public Information Consultant, etc.) for event coordination and to increase and manage volunteer involvement. Promptly answer questions and information requests from Town Council members and Town staff.
 4. Manage event registration, logistics and coordination with event vendors and artists.
 5. Design event layouts, traffic control and crowd flow plans, as well as refuse and recycling collection in coordination with the appropriate authorities.
 6. In coordination with the Town, establish and actively market and promote innovative event sponsorship packages and other fundraising activities to defray all event production and management fees and expenses. Responsibility for the management, accounting and reporting to the Town of all resources raised through event sponsorships and fundraising.
 7. Provide comprehensive and complete on-site support, including appropriate staff and management at the events.
 8. Coordinate with the Town and the Town's Tourism and Marketing Director to promote the event through marketing plans that include networking, communication and advertising options

designed to publicize the event locally, in Taos County, and to the drive-to market.

9. Write and distribute timely correspondence to stakeholders and appropriate business and property owners to communicate details about the event, including any street closures or other traffic, parking, pedestrian, lighting or sound disturbances to businesses and normal activities in the downtown area.

10. Attend all relevant Town meetings and public hearings as required; make presentations to Town Council and Town committees, commissions, and boards as necessary.

11. Provide weekly progress reports during the planning stages of the event.

12. Provide detailed post event financial reports as required by the Town.

13. Provide an event impact and marketing report to be conducted by an outside company selected or approved by the Town to provide demographic data on event attendees, lodgers' tax and GRT impact. In addition, it is strongly recommended to contract with a ticketing agency for free tickets to certain events (free or paid) to capture geographic and demographic data on attendees and to develop an annual event mailing list.

14. Provide the Town with professional advice and suggested improvements and ideas throughout the planning, execution and subsequent to the event to enhance the quality and success of the event.

15. Secure all necessary licenses and permits for events to ensure compliance will all applicable federal, state, county, and Town laws, ordinances, and requirements and regulations.

Said services shall be in accord with, and meet professional standards.

B. Services will be performed at: **Town of Taos**

C. Performance Measures/Deliverables. CONTRACTOR will provide the Town with the following specific deliverables and/or shall perform in accordance with the following specific performance measures:

[Alternatively, performance measures and/or deliverables may be placed in Attachment A, with the detailed scope of work.]

2. Contact Person, Address & Phone.

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

B. The address and phone number is:

3. Term. This contract shall terminate _____ unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed \$ _____ [insert amount]. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**

B. The TOWN shall pay CONTRACTOR at the following hourly rate or rates for work performed under this Contract:

i. \$ _____ per hour for services of [personnel described by name or position, or all services]

ii. \$ _____ per hour for services of [personnel at a different level, if applicable]

[Alternatively, insert specific payment measure other than hourly rate, for example, \$x for satisfactory completion of Deliverable A and \$y for satisfactory completion of Deliverable B (tracking deliverables shown in Paragraph 1C or in Attachment A.)]

The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed \$ _____. [This figure should be the amount shown in Paragraph 5B minus GRT and minus any allowed expenses.]

C. The following expenses, at a maximum total amount of \$ _____ [insert amount] will be allowed under this contract: [insert types of expenses to be reimbursed]:

[If per diem and mileage are allowed, insert: "Per Diem and Mileage for _____ (briefly describe travel and number of trips) will be paid at the rates authorized by the New Mexico Per Diem and Mileage Act and regulations issued under that statute and shall not exceed \$ _____.

D. Maximum Contract amount excluding GRT: \$ _____.

Gross Receipts tax rate: %.

Total maximum payable gross receipts tax amount: \$.

The total maximum contract amount including taxes at the above rate and any expenses: \$ _____. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

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

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

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

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

G. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
 - A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN or the CONTRACTOR of notice of termination of this Contract, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of

termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

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

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to

workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.

17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.
20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.
23. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming TOWN as an additional insured.
24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any

deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.

26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Entire Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited and violate criminal laws of New Mexico.
30. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

CONTRACTOR:

TOWN APPROVAL:

Contractor
Printed Name: _____
Title or Position: _____

Mayor Daniel R. Barrone

Contractor's GRT/CRS Number OR

ATTESTED TO BY:

Contractor's Fed. Tax ID No. or SSN

Renee Lucero, Town Clerk

ACCOUNTING APPROVAL:

APPROVED AS TO FORM:

Marietta S. Fambro, Finance Director
Budget Line Item:

Town Attorney

ADMINISTRATIVE APPROVAL:

Richard Bellis, Town Manager