



THE TOWN OF TAOS PROCUREMENT DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

FOR

AIR SERVICES PROVIDER

PROPOSAL DUE DATE: TUESDAY NOVEMBER 28, 2023 @ 2:00 PM MT

MAYOR

Pascualito M. Maestas

COUNCIL MEMBERS

Nathaniel Evans
Marietta S. Fambro
Darien D. Fernandez
Corilia I. Ortega

RFP ISSUE DATE: October 26, 2023
RFP NO: RFP 23-24-06

Proposals must be received by the Due Date/Time to be eligible for consideration.

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SECTION 1 - RFP PURPOSE AND BACKGROUND

The Town of Taos

The Town of Taos stands as a captivating gem in the heart of the Land of Enchantment. Nestled withing the stunning high desert landscaping of Northern New Mexico, Taos is a place where history, culture and natural beauty converge to create a uniquely enchanting destination. It's adobe architecture, breathtaking views, and vibrant arts scene have long attracted visitors seeking an authentic and diverse experience. From the rich cultural heritage of Taos Pueblo, to the world-class skiing opportunities, and all the artistic fervor that flows through the streets, Taos offers a myriad of reasons to explore and immerse oneself in its rich tapestry.

1.1 RFP Purpose

The Town of Taos is soliciting Proposals for the right and privilege of doing business with the Taos Regional Airport (SKX/TSM) as an Air Service Operator (ASO) under the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP) as described herein.

1.2 Scope of Work

On behalf of the greater Enchanted Circle region, Taos, New Mexico is soliciting Proposals for the right and privilege of doing business with the Taos Regional Airport (SKX/TSM) as an Air Service Operator (ASO) under the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP) as described herein.

Below, under "A" are required minimum services, and under "B" are additional desired services. The Town of Taos requests responses to this RFP to address both "A" and "B". Resulting air service may include multiple ASOs to satisfy required target markets.

A. Scope and Services to be Offered by ASO:

1. Scheduled passenger air service to/from the Taos Regional Airport (SKX/TSM). Taos Regional Airport is not certified under 14 CFR Part 139. Operations must occur in a non-sterile/no TSA environment. ASO must outline operational plans and qualifications for such operations, including connection procedures and security procedures required at hub airports.
2. The minimum service level for each Target Market is 3 weekly round-trip flights. It is anticipated that the ASO will provide up to 5 weekly round-trip flights for "Peak Period A," defined as mid-December through the first week of April and "Peak Period B" Memorial Day through September.
3. Markets include flights between Taos Regional Airport and each of these Hub Airports (in order of priority):

Required Markets:

- a. Denver International Airport (DEN) OR Phoenix Sky Harbor International Airport (PHX) Peak Period A and B: 5 weekly roundtrips. Non-Peak Periods: 3 weekly roundtrips. Strong preference will be given to DEN service with interline capability.
- b. Dallas/Ft. Worth International Airport (DFW) or Dallas/Love Field (DAL) Peak Period A: 4 weekly roundtrips. Peak Period B: 3 weekly roundtrips. Strong preference will be given to DFW service with interline capability.

- c. Austin/Bergstrom International Airport (AUS) Peak Period A: 4 weekly roundtrips. Peak Period B: 3 weekly roundtrips.

Optional Markets:

- a. LA Area Airport (BUR, LAX, LGB, HHR) Peak Period A: 3 weekly roundtrips. Peak Period B: 3 weekly roundtrips.

ASO may respond to one or multiple Target Markets in their proposals. ASO must outline any interdependences between services in its proposal (e.g., service to DEN is dependent upon service to DFW and may not be separated, or ASO can provide service to DEN stand-alone, but DFW only if AUS is included). The Town reserves the right to negotiate and select a different service pattern from that proposed by ASO subject to understanding dependencies prior to selection.

- 4. While not required, Services provided by an ASO with interline ticketing and baggage transfer agreements with the dominant airline at each Hub Airport is strongly preferred.
 - a) ASO with such agreements should identify major airline partners, demonstrate marketability of such partners, and describe passenger connection process.
 - b) ASO without such partnerships, must provide a reasonable plan for facilitating passengers who self-connect through the separate purchase of an onward ticket.
 - c) ASO who does not operate in the main terminal complex at the Hub Airport must describe access to passenger amenities at ASO location, including access to other airlines, car rentals, taxi and/or ride-share services, and other similar services.
- 5. Flights must be provided with a 25-30-seat aircraft
- 6. Flights must be able to operate nonstop between Taos Regional Airport and proposed Hub Airport(s) with payloads that accommodate full passenger loads and reasonable associated baggage during normal operating conditions.
- 7. Optimized flight scheduling to include:
 - a) Day-of-week schedule patterns which permit reasonable 3, 4, and 7-day trip patterns similar to industry best-practices for such services (i.e. 3x patterns that include Thursday, Saturday, Sunday, etc.)
 - b) Time of day schedules which maximize connections at each hub to the extent possible, as appropriate.
 - c) Time of day schedules that optimize full day during Peak Period A (i.e., late afternoon departures to maximize ski visit day)
- 8. Inaugural flight target is May 2024.
- 9. Establish competitive fares and leverage industry best practice for inventory management of flights with the goal to both optimize usage as well as the financial performance of the service.
- 10. Provide a detailed cost structure scaled to the route destination and frequency as outlined above, and in line with similar and competitive operations in the industry, and proposal for financial support in the form of a Minimum revenue Guarantee (MRG), flat fee, or other structure.

11. MRG levels are capped at the following annual amounts:
 - a. DEN: \$2 million
 - b. DAL/DFW: \$900 thousand
 - c. AUS: \$1.0 million
 - d. LA Area: \$950 thousand
12. Offer a minimum two-year commitment.
13. Mutually work and agree with the Town, Enchanted Circle representatives, Airport staff and representatives on the routes, schedules, costs, and pricing as outlined above.
14. ASO is to be responsible for all required FAA and NMDOT reporting.
15. ASO will work with Town of Taos, Taos Ski Valley Resort and other entities in the Enchanted Circle region to advertise and promote the service with the goal of increasing aviation traffic and local traffic. This will include the ASO providing up to twelve (12) round-trip tickets each year for marketing purposes.
16. PERMITS, LICENSES, AND CERTIFICATES. ASO shall obtain any and all permits, licenses, and certificates, which may be required in connection with the improvement, use and performing duties of the demised premises and aircraft operations in this Agreement. ASO shall comply with all applicable federal, state and local laws and regulations and the ASO shall keep in effect any and all licenses, permits, notices and certificates as are required.
17. NMDOT requires proof the carrier is licensed in the state of New Mexico.
18. ASO is responsible for weekly flight performance reporting, monthly financial performance reporting, daily operational updates in case of disrupted service.
19. Air carrier proponents should also understand that award of a rural air service contract pursuant to this RFP is subject to the award to the Town by the State of New Mexico of a grant under the RASEGP.

B. Minimum Response Requirements:

The intent of this part of the RFP is for the solicitation for the ASO to operate air service to/from SKX/TSM. The duties and responsibilities contained herein are a representative list of desired duties and are not considered to be complete. Duties and Responsibilities of ASO Consist of:

1. The Town requests proposals that outline details of a plan of safe, reliable, and adequate air Service operating to/from Taos, New Mexico, to be accomplished with a reasonable operating budget that will be pursuant to a grant to the Town from the State of New Mexico under the RASEGP, and the parameters and finding outlined therein.
2. NMDOT requests that proposals include information concerning proposed schedules, projected block hours, and financial data supporting subsidy requests, including information on projected expenses and revenues.
3. ASO is responsible for adequate level operational consistency, high quality customer service, and professional airport operations. This includes providing a detailed plan on how the ASO will manage irregular operations (crew, maintenance, weather, etc.) and the process for recovering from these events.

4. ASO should address each point under Section A as described above.

C. Special Conditions:

1. By regulation, air carriers procured by the Town under the New Mexico RASEGP must commit to:
 - use aircraft with passenger capacity of not more than thirty (30) persons.
 - establish air routes not served at the time of grant award to the Town.

2. Demonstrate valid and current licensure by the State of New Mexico. Pursuant to state regulation, all air carriers proposing to provide passenger service under the RASEGP will be required to include in their proposal, at minimum, the following:
 - A description of the airport that will serve the proposed new scheduled air service.
 - A description of any existing or previously operative air service, including the carriers providing the service, service frequency, direct and connecting connections offered, available fares, and equipment types.
 - A commitment that if a grant is awarded to the Town, the air carrier will enter into a written operating agreement with the Town to provide the air service described.
 - Disclosure on the part of the air carrier of the existence of interline agreements that the air service provider has made with larger carriers to allow passengers and cargo of the air service provider at the hub airport to be transported by the larger carrier(s) through one reservation, ticket, and baggage check-in.

D. Desirable Qualifications:

1. A minimum of five (5) years prior operating experience as a passenger service airline or an aviation commercial enterprise, preferably in airports similarly sized to SKX/TSM, or substantial equivalent. Offeror will detail experience and provide the resume of the proposed-on site manager or designated staff;
2. A plan to offer discounts to residents of Taos, Colfax, and Mora Counties
3. ASO (or Offeror or Operator) may propose additional services as for approval by the Town Commission.

SECTION 2 - INSTRUCTIONS TO BIDDERS

2.1 Issuing Office

This RFP is being issued by The Town of Taos, Procurement Department and, as such, is the only office authorized to respond to inquiries, issue an addendum, and clarify the terms of this RFP. Any contract awarded as a result of this RFP may be used by any entity within the Enchanted Circle Region.

2.2 Definition of Terms

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

- "RFP" or "Request for Proposal" defines the conditions, specifications, definitions, questions, and requests outlined in this document.

- "Bids" or "Proposals" refers to the responses to this RFP from each Vendor.
- "Agreement" or "Contract" and similar expressions refer to an executed binding legal document that may be negotiated and executed as a result of an award of bid resulting from this Request for Proposal.
- "Point of Contact" refers to the Procurement representative, who is the sole contact for all activities relating to this Request for Proposal and any resulting bid award.
- "Bidder" or "Vendor" or "Respondent" refers to a recipient of this RFP who acknowledges the receipt and tenders an intention to provide a Proposal.
- "Evaluation Team" refers to select group of the Nation stakeholders who will evaluate Vendor Proposals and select a bid award recipient.

2.3 Schedule of Events

Event	Date	Description
Release of RFP	10/26/2023	RFP Published to Verified Vendors
Vendor Acknowledgement	11/03/2023	Vendor's confirmation of receipt of RFP and response with intention to participate are due.
Vendor Inquires	10/27/2023 – 11/20/2023	Vendor requests for clarification/additional information.
Response to Vender Inquires	11/22/2023	Responses to vendors requests are due.
Formal Proposals Due	11/28/2023	Formal proposals due from vendors via the Town of Taos Vendor Portal (link in section 2.4) no later than 2:00 PM Mountain Time
Review of Completed Proposals	11/29/2023	The Town's Evaluation Team will complete the formal review of proposals
Bid Finalist Selected	11/29/2023	The Town's Evaluation Team will select the Bid Finalists
Final Proposals Due	12/05/2023	Best and final proposals due from bid finalists via the Town of Taos Vendor Portal (link in section 2.4) no later than 2:00 PM MT
Bid Finalists Presentations	12/11/2023	Formal proposal presentation/interviews
Proposal Review and Evaluations Completed	12/11/2023	The Town of Taos's evaluation team will complete the formal review of proposals by date given.
RFP Award Notification	12/12/2023	The Town will notify vendor with intent to award subject to Council approval*
Council Approval	01/09/2024	The Town will submit for Council approval at the Council Meeting date given.
Contract Finalized and Awarded	TBD	The Town will finalize all contract signatures between winning vendor and the Town of Taos and award vendor.
Protest Deadline	01/23/2024	Any participating vendors have the right to protest once an award notification has been posted for up to 15 days.

Note: The dates published in the Schedule of Events above are subject to change at the option of the Procurement Department. Any modifications will be communicated via addendum.

***Contract will be subject to the approval of the Town Council prior to contract finalization and award.**

2.4 Proposal Submission

Proposals are to be submitted via the Town of Taos Vendor Portal <https://taosnm.cobblestone.software/gateway/>. For any questions regarding this RFP solicitation please submit via email to: bandrea@taosnm.gov.

All emails received from bidders concerning this RFP will be acknowledged. Any proposal that is received after the due date for proposals will be deemed not responsive and will not be considered.

A log will be kept of the names of all vendor organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Bidders during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required town signature(s) on the contract(s) resulting from the procurement has been obtained.

2.5 Bidder Inquiries

Vendors are expected to exercise their best professional independent judgement in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies, omissions or questions as to the information provided in this RFP, a request for clarification should be submitted via email to the procurement officer at the email address listed below, not later than the deadline listed in Paragraph 2.3 Schedule of Events. *Any contact with any other Town staff member or persons other than the Procurement Manager named in this solicitation may be grounds for disqualification.*

The Town communications intended to clarify, interpret or correct the RFP will be provided by the point of contact listed below. Written responses to the questions will be provided via email and posted on the Procurement Portal Bonfire on or before the date indicated in Paragraph 2.3 – Schedule of Events.

The Point of Contact for administrative, commercial, and technical issues regarding this RFP is:

Bailey Andrea
Chief Procurement Officer
Town of Taos
O: (575) 751 – 2025
C: (575) 770 – 0543
bandrea@taosnm.gov

NOTE: In the event that an inquiry is received after the submission deadline for inquiries, Procurement Department will reserve the right to determine whether the inquiry is sufficiently significant to deem an adjustment be made in the RFP that could warrant publishing an addendum to the RFP. If this unlikely situation should occur, all prospective Bidders will be informed.

2.6 Restrictions on Communications

Bidders are not permitted to communicate with the Town staff outside of Procurement regarding this solicitation during the period between the Release of RFP date and the RFP Award Date, with the following exceptions:

- Bidder inquiries may be presented per paragraph 2.5 Bidder Inquiries.
- Communications related to existing account service is necessary and permitted.
- Communications during the course of a Bidders' conference, if conducted.
- Oral presentations and site visits, if conducted.

If a Bidder is found to be in violation of this restriction, the Town reserves the right to reject that Bidder's proposal without further consideration.

2.7 Proposal Format and Required Submittals

Bidders will provide a written proposal adequate for detailing the full scope of the project components. In the event that the formal proposal is incomplete, the Town may at its sole discretion, request the Bidder to provide the missing information or choose to evaluate the proposal without the missing information.

2.7.1 Proposal Submission Format

Proposals presented in response to this RFP, must include all of the elements listed below and be clearly indexed and assembled as indicated.

1. Table of Contents - Proposals must include a table of contents with page numbers referencing all sections of the proposal, including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Executive Summary Statement – Please include in this section a company overview that includes company name, address and the name of a primary contact person. Additionally, it is important to provide the following information:
 - Your experience/expertise be adequately described
 - Provide a statement of qualifications and years of experience with both public and private sector work
 - Include examples of your abilities and expertise directly comparable to this project
 - Consider identifying unique experiences, awards, services, etc. that distinguish your company from others
 - Include any other information you deem relevant to this review, and in general state simply why your company is the best qualified company for this project.
3. Detailed Proposal – The Bidder’s proposal must identify all products, logistics plans, and services Bidder proposes to employ to fulfill the stated requirements. Proposals must address the proposed solutions in sufficient detail to describe how the Bidder’s product or service meets the stated requirements. Bidder(s) must disclose any use of subcontractors and list those subcontractors as well for approval.
4. Bid Sheet/Pricing Proposal – Bid Sheets/Price proposals should be broken down by specific markets, with specific costs for each market and deliverable.
5. Customer References – Fill out completely EXHIBIT 2 – CUSTOMER REFERENCES form and enclose.
6. Signed Proposal Certification – An individual authorized by the Vendor to extend a formal, legally binding proposal must certify any proposal in response to this RFP by completing EXHIBIT 3 – Bidder Certification Page.
7. Method of Award – Sign and enclose EXHIBIT 4 – Acknowledgement of Method of Award.
8. Signed Campaign Contribution Form – Sign and enclose EXHIBIT 5 – Campaign Contribution Disclosure Form
9. Proof of Insurance – Provide a copy of Certificate of Insurance under the guidelines of EXHIBIT 1 – INSURANCE GUIDELINES
10. Other applicable Supporting Materials

2.8 Requests for Exceptions

Request for exceptions to specific requirements of this RFP may be registered with the Procurement Department prior to the date provided in Paragraph 2.3 – Schedule of Events.

- Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Bidder to satisfy the requirements of this RFP.
- General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder responds without noting general exceptions, the proposal will be received with the assumption of no exceptions existing.
- Bidders are cautioned that if the Town is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.9 Proposal Modifications or Withdrawal

No modification of a submitted Proposal will be permitted. Any existing proposal must be clearly withdrawn and a modified proposal resubmitted prior to the bid due date/time as indicated in Paragraph 2.3 - Schedule of Events.

2.10 Bidder Representation

Each Bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.11 Complete Bids

All bids must be full and complete at the time of submission. See Paragraph 2.9 - Proposal Modifications or Withdrawal.

2.12 Specifications

Proposals must meet or exceed the specifications listed in the Statement(s) of Work for this RFP. If products and/or services are bid and do not comply with specifications as written, Bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that Bidder proposed to meet all details of these specifications.

The successful Bidder delivering products and/or services pursuant to these specifications shall guarantee that they continue to meet specifications as set forth herein. If it is determined that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder shall be required to correct same at Bidder's own expense.

2.13 Addenda to RFP before Due Date

If necessary, supplemental information in addenda form will be provided to all prospective Bidders who have responded with intent to participate in this RFP from the Town. All addenda so issued shall become part of this RFP for the purpose of amending or supplementing the original published RFP. Failure of any Bidder to receive such addenda shall not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

SECTION 3 - BIDDER QUALIFICATION

3.1 Minimum Qualifications of Bidders

The Town believes that the Bidder's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation. A thorough review of the information provided by prospective bidders as outlined in 2.7.1(2) Executive Summary Statement will be considered in the proposal evaluation process.

In addition to the information provided in the Executive Summary Statement, the Town shall reserve the right to consider other verifiable information bearing on financial stability and strength, including other independent reports or publicly available data.

SECTION 4 - METHOD OF AWARD & CONTRACT EXECUTION

4.1 Right to Reject Proposals

It is understood that the Town reserves the right to accept or reject any and all proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the Town. Receipt and consideration of any Proposals shall under no circumstances obligate the Town to accept any Proposals. If an award of contract is made, it shall be made to the responsible Bidder whose Proposal is determined to be the best fit for the Town and will be contingent upon the successful negotiation and execution of a contractual agreement.

The evaluation factors set forth in Paragraph 4.2 - Evaluation of Proposals will be utilized by the Town Evaluation Team to provide a fair and systematic approach to grading each proposal.

4.2 Evaluation of Proposals

A process for evaluating each proposal supplied in response to this RFP is described in the following paragraphs. This process outlined below will be applied uniformly and consistently to assign a numeric value to each proposal and assist with the process of identifying Bidders who will qualify as finalists for the award of a contract resulting from this RFP.

Category	Point Assignment
Meets Technical Ability and Understand the Scope of Services: Does the vendor meet all the technical ability expectations and have a comprehensive understanding of the scope of services? If not, does the vendor provide alternative solutions or a convincing rationale for why they should be the successful vendor?	30
Ability to Meet Schedule: Does the vendor provide a convincing and reasonable project approach and an implementation plan that supports that they have the resources and personnel to conduct this study in a reasonable amount of time?	20
Management and Institutional Resources: Does the proposal indicate that the vendor has the capacity to efficiently and successfully complete the proposed project? Does the proposal show that the vendor has the equipment, resources, and personnel to accomplish the tasks set out by this RFP?	25
Staff Experience & Qualifications: Does the proposal supply concrete evidence that the vendor and proposed project team, possess the relevant experience and background to successfully complete this project?	25
TOTAL POINTS POSSIBLE	100

4.2.1 Evaluation Team

The Town will appoint an Evaluation Team for the purpose of evaluating all submitted Proposals. This team may include key stakeholders, members of management and selected consultants. This Evaluation Team will review the SOW and evaluate each Proposal submitted.

4.3 Evaluation Criteria

The award of a contract shall be made to the responsible bidder(s) whose proposal is most advantageous to the Town, taking into consideration the below-weighted evaluation factors. Please note: a serious deficiency in any one criterion may be grounds for rejection. The listing of cost as an evaluation factor does not require the Town to select the bidder who submits the lowest-cost proposal. The Town shall, in its sole discretion, have the right to obtain information from any and all sources concerning a bidder which is deemed pertinent to the RFP and to consider such information in the evaluation of the bidder's proposal.

4.4 Evaluation Process

All Bidder proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager may contact the bidder for clarification of the response as specified in SECTION 2 – INSTRUCTION TO BIDDERS.

During the evaluation process the Evaluation Committee may consider the following:

- The experience and past performance of the bidder and its agents, employees, and subconsultants in completing projects of similar type, size and complexity.
- The bidder's timely and accurate completion of projects within budget.
- The feasibility of the proposal based upon the performance and cost schedules and the methodology used by the bidder.
- Bidder understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.

The Bidder who submits the proposal most advantageous to the Town, taking into consideration the evaluation criteria in SECTION 4.3 EVALUATION CRITERIA, will be recommended for contract award.

4.5 Execution of an Agreement

The Town intends to award a single contract for this RFP but reserves the right to award multiple contracts to multiple Bidders, if that option is in the best interest of the Town.

SECTION 5 – ADDITIONAL TERMS AND CONDITIONS

5.1 Contractual Requirements

The contractual requirements of the Town of Taos are detailed herein. Vendors will be expected to meet all of these contractual requirements. If a vendor cannot meet these terms and conditions, the vendor should not submit a proposal. Unless otherwise specified in the RFP, the successful proposer agrees to enter into a Contract on the form approved by the Town, which shall include, but not be limited to, the following requirements:

5.2 Governing Law

The Contract will govern by and interpreted in accordance with the laws of the state of New Mexico without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. By execution of the contractual agreement, the bidder acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of the proposed agreement.

5.3 Indemnification

Vendor agrees to defend, indemnify and hold harmless the Town, its subsidiaries, affiliates, and their respective elected officials, officers, directors, employees, and agents from any and all claims, suits, and causes of action which may arise from its performance under the proposed contract unless specifically exempted by New Mexico law. Vendor further agrees to hold harmless the town from all personal claims for any injury or death sustained by vendor, its employees, agents or other representatives while engaged in the performance of the proposed contract.

5.4 Insurance

Consultant shall maintain, during the term of this Agreement, insurance of the types and amounts as specified in Exhibit 1 – Insurance Guidelines.

5.5 Tax Exemption

The Town may be exempt from certain federal, state and local taxes for purchases, including sales and use taxes. Bidder shall not charge the Town for any taxes in connection with tangible. In the event that any taxes should have been charged to the Town, Bidder will consider such taxes to be included in the purchase price and will deduct from the purchase price and remit the applicable taxes to the appropriate governing authority.

5.6 non-Exclusivity

The Town reserves the right to purchase from third parties items, equipment, or services similar or identical to those provided pursuant to the Contract.

5.7 Subcontractors

Use of subcontractors must be clearly explained in the proposal and each subcontractor must be identified by name. The primary contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the primary contractor must receive approval from the Town before any subcontractor is used during the term of the proposed agreement.

5.8 Campaign Contribution Disclosure Form

Bidder(s) must complete, sign and return the Campaign Contribution Disclosure Form, Exhibit 5, as part of their proposal. This requirement applies regardless of whether a covered contribution to any of the following elected officials was made or not: Mayor Pascualito M. Maestas, or any of the Council members. Failure to complete and return the signed form may result in bidder disqualification.

EXHIBIT 2 – INSURANCE GUIDELINES

Insurance

The Insurance Guidelines below are demonstrative of the minimum level of insurance that may be required of the successful Bidder that enters into an agreement with the Town of Taos

1. Vendor shall maintain, during the term of this Agreement, insurance of the types and amounts as specified in any Statement of Work. In the event any Statement of Work does not contain specific insurance requirements, Vendor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverages as described in paragraphs (a) through (c) below with insurance companies with an A.M. Best (or comparable agency) rating of A- or better. The limits set forth below are minimum limits and will not be construed to limit Vendor's liability. All costs and deductible amounts will be for the sole account of Vendor.

- a. Worker's Compensation insurance coverage in an amount that complies with the laws of the state or states having jurisdiction over each employee (whether or not Vendor is required by such laws to maintain such insurance), and Employer's Liability coverage with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 disease policy limit.
- b. Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse, and underground exclusion will be deleted.
- c. Automobile Liability insurance with a combined single limit of \$500,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

In each of the above described policies, Vendor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against the Town, its parent, subsidiary, or affiliated companies. Under the policies described in (b) and (c) above, the Town, its parent, subsidiary, and affiliated companies will be named as additional insureds as respects Vendor's operations and as respects any Services performed under this Agreement. Any costs associated with naming these additional insureds are included in the contract cost. The policies described in (b) and (c) above will be primary insurance with respect to the Town, its parent, subsidiary and affiliated companies, and any other insurance maintained by the Town, its parent, subsidiary or affiliated companies is excess and not contributory with this insurance. Non-renewal or cancellation of the policies described above will be effective only after written notice is

received by the Town from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Services hereunder, Vendor will deliver to the Town certificates of insurance on an industry standard form evidencing the existence of the insurance coverages required above. In the event of a loss or claim arising out of or in connection with the Services performed under this Agreement, Vendor agrees, upon request of the Town, to submit the original or a certified copy of its insurance policies for inspection by the Town. The Town will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Vendor, or their employees, servants, or agents, other than property which becomes a part of the contract works. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.

EXHIBIT 2 Customer References

Provide three references that represent vendor contracts for providing services with similar requirements, performance, complexity and size, within a period of the past three years.

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

The Town may contact references submitted as part of this proposal.

**EXHIBIT 3
Bidder Certification Page**

AUTHORIZED SIGNATURE:

The bid must be signed with the full name and address of the Bidder; if a co- partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

Certificate of Current Cost or Pricing Data

This is to certify that to the best of my knowledge and belief the cost or pricing data submitted to the Town in response to this Request for Bid is accurate, complete and current as of the date of execution of this certificate. If any cost or price furnished is incomplete, inaccurate or not current as certified, resulting in an increase of any price, including profit or fee, then such price or cost shall be reduced accordingly and the Town made whole retroactive to the commencement date of the contract that may result from this solicitation.

The below-named individual, submitting and signing this bid, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Bid are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINTED NAME OF AUTHORIZED SIGNATURE

PHONE

EXHIBIT 4

Acknowledgment of Method of Award

Bidder hereby acknowledges that a review and understanding of Section 4 – Method of Award and Contract Execution and Section 5 – Additional Terms and Conditions.

_____ (Bidder) has reviewed and understands the provisions of Section 5 – Method of Award & Contract Execution and Section 6 – Additional Terms & Conditions contained within this ITB.

Printed Name

Authorized Signature

Date

EXHIBIT 5

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a bid is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“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 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 unreimbursed 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed bid process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed bid because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s): Mayor, Pascualito M. Maestas

Council Members:

**Nathaniel Evans
Darren D. Fernandez**

**Marietta S. Fambro
Corilia I. Ortega**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)