



## TOWN OF TAOS, NM

### REQUEST FOR QUALIFICATIONS FOR TITLE: PASSIVE AIRCRAFT MONITORING SYSTEM

CONTROL NO. : RFQ 12-13-07

**Issue Date:** Thursday, December 20, 2012

**Pre-Response Conference:** Monday, January 14, 2013 at 2PM local time  
Town of Taos Municipal Building  
Room 109  
400 Camino de la Placita  
Taos, NM 87571

**Pre-Response Question Deadline:** Friday, January 18, 2013 at 4:00 p.m. local time

**Response Deadline:** **Wednesday, January 23, 2013 at 4:00 p.m. local time**  
Town of Taos  
Procurement Office  
400 Camino de la Placita Room 202  
Taos, NM 87571

**Purchasing Contact:** Tina Torres, Procurement Officer  
Finance Department-Purchasing  
**Phone:** (575) 751-2025  
**Email:** [ttorres@taosgov.com](mailto:ttorres@taosgov.com)

#### Introduction

##### Functional Requirements Document

To track aircraft equipped with a transponder within the areas described by the latitudes and longitudes provided on Table 1, Table 2, Table 3, and Table 4 in Section 2 of this document. This area includes the Taos Pueblo World Heritage site and the Blue Lake Wilderness Area. The accuracy for tracking aircrafts within this area is approximately 1,000 feet horizontal and the vertical accuracy is 5,000 feet Above Ground Level (AGL) for the Taos Pueblo World Heritage Site and 3,000 feet AGL for the Blue Lake Wilderness Area. These areas are approximately depicted on a section of the Denver Sectional Aeronautical Chart attached to this RFQ.

The Town of Taos Passive monitoring system (TPMS) is a baseline technology that can accurately locate aircraft by computing the time difference of the arrival of the signal emitted from the aircraft's transponder to one or more receivers. The TPMS will employ one or more ground stations which are placed at strategic locations to provide the most accurate location of the aircraft.

**Description:** The Town of Taos is requesting responses to this Request for Qualifications (RFQ) for the purpose of obtaining the (TPMS). A copy of this RFQ can be obtained from the Town of Taos website at [www.taosgov.com/finance/solicitation/php](http://www.taosgov.com/finance/solicitation/php) until the expiration date of this solicitation; it is incumbent upon the Respondent to check the website for additional information and/or addendums. RFQs can also be obtained from Tina Torres, Procurement Officer, Town of Taos Purchasing Division, 400 Camino de la Placita- Room 202, Taos, NM 87571. If you have any questions, please call (575) 751-2025 or email [ttorres@taosgov.com](mailto:ttorres@taosgov.com).

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

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

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## SECTION 1 - INSTRUCTIONS

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

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

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the Town. If a Respondent finds a discrepancy, error, or omission in the RFQ package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFQ, so that written clarification may be sent to all prospective Respondents. **THE TOWN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Town employees is permitted. All answers will be issued in the form of a written addendum.

- 3) **RFQ MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFQ at any time prior to the Response Deadline at the discretion of the Town. It is the Respondent's responsibility to periodically check the Town's website until the posted Response Deadline to obtain any issued addenda.

- 4) **PRE-RESPONSE MEETING:** The date, time and location of the meeting, if any, are indicated on the cover page of this RFQ. **All Respondents are strongly encouraged to attend any scheduled meetings.**

- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFQ.

a. Responses must be submitted to the Tina Torres, Town Purchasing Division, 400 Camino de la Placita, Taos, NM 87571, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for legal holidays.

b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.

c. The opening of a Response does not constitute the Town's acceptance of the Respondent as a responsive and responsible Respondent.

d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name.

e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFQ and specifications and terms of the Form of Contract, and the Town's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.

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

successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply. .

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

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

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

The Contract will not be assignable to any other business entity without the Town's approval.

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

**It is strongly recommended that the Respondent visit the Taos Regional Airport Area and familiarize themselves with the site,**

The Town reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Town rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Town.

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

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

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

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

### **23) PROPOSAL EVALUATION**

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

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

During this time, we may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

### **24) PROTEST DEADLINE**

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

### **25) RESPONDENT QUALIFICATIONS**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the requirements specified within this RFQ. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.



**26) RIGHT TO WAIVE MINOR IRREGULARITIES**

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

**27) CHANGE IN CONTRACTOR REPRESENTATIVES**

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

**28) 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.

**29) TOWN OF TAOS RIGHTS**

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

**30) MULTIPLE AWARDS**

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

**31) RIGHT TO PUBLISH**

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

**32) OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposals shall become the property of the Town of Taos. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.

**33) 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.

**34) STATUS OF SUCCESSFUL RESPONDENTS.**

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



## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

- 1) INTRODUCTION: The TOWN OF TAOS is requesting responses to this Request for Qualifications (RFQ) for a Passive Aircraft Monitoring System.

The successful Firm/individual will be required to execute a Contract. The Contract will incorporate the selected Firms'/individuals' proposal, scope of services and other pertinent requirements and details. Included with this RFQ is a Campaign Contribution Disclosure Form which needs to be filled out and filed with the Town, via the Town Procurement Officer upon award of the Contract.

Through this Request for Qualifications (RFQ), the Town of Taos (Town) hereby invites entities who meet the qualifications and specifications set forth herein to submit Responses for the Town of Taos Passive Monitoring System (TPMS).

### Functional Requirements Document

The TPMS will track aircraft equipped with a transponder within the areas described by the latitudes and longitudes provided on Table 1, Table 2, Table 3 and Table 4. This area includes the Taos Pueblo World Heritage site and the Blue Lake Wilderness Area. The accuracy for tracking aircrafts within this area is approximately 1,000 feet horizontal and the vertical accuracy is 5,000 feet Above Ground Level (AGL) for the Taos Pueblo World Heritage Site and 3,000 feet AGL for the Blue Lake Wilderness Area. These areas are approximately depicted on a section of the Denver Sectional Aeronautical Chart attached to this RFQ. If you would like a color copy of this sketch, please email the Purchasing Contact.

The TPMS is a baseline technology that can accurately locate aircraft by computing the time difference of the arrival of the signal emitted from the aircraft's transponder to one or more receivers. The TPMS will employ one or more ground stations which are placed at strategic locations to provide the most accurate location of the aircraft.

- 2) GENERAL INFORMATION: Purpose

The purpose of the TPMS is to track aircraft and determine the altitude, heading and time of occurrence in relationship to the Taos Pueblo World Heritage Site. This will help in the evaluation of the effectiveness of the voluntary compliance airspace restrictions.

- 3) SCOPE OF SERVICES:

### General Scope

This document will outline the requirements of a basic passive monitoring system. The actual design and location of the TPMS ground station or stations will be determined by the designer with coordination of the Town of Taos and Taos Pueblo.

## Assumptions

The basic Passive monitoring system (PMS) will be able to track aircraft equipped with a transponder that is operational and transmitting the standard radio frequencies as required for flight operations. The overall objective of the TPMS is to graphically depict aircraft activity above culturally sensitive areas over a specified period of time prior to and after the commission of a new runway at Taos Regional Airport. The successful Firm/individual that executes a Contract with the Town of Taos will be the designer / installer of the TPMS and the Contractor for operation, oversight, and maintenance of the operation system.

A typical PMS uses basic time and distance positioning technology to measure the distance between two or more points using broadcast radio signals. The typical PMS system may include one or more ground stations and antennas placed in strategic locations around a specified area. The PMS ground station antennas receive replies from transponders in the area as a result of transmitted interrogation signals from the ground station antenna(s) to an aircraft within the line of sight.

NOTE: Actual location of the ground stations will be determined only after the determination of optimum locations by the designer / installer of the system and coordination with Taos Pueblo and the Town of Taos.

Since aircraft in the specified area will be at different altitudes at different speeds and directional bearings, the transponder signals will be received by the ground stations at different times. Therefore, the PMS will have automation technology and mathematical and analytical capabilities sufficient enough for calculating aircraft speed, distance, altitude, direction, and position.

The PMS data will be collected and presented to multiple reviewers via a secure website hosted by the designer / installer of the system. The visual output will be a simplified surveillance-like display and will overlay a graphic depiction of the actual terrain and other distinguishing objects (if applicable) of the specified area using available industry standard GPS web map services (examples include Google Maps, Yahoo, Bing, MapQuest, Nokia, and others).

The PMS user friendly display is simplified so that a novice reviewer can immediately identify aircraft flying above or below a specified altitude. Examples of graphical simplification include red, yellow, or green airplane symbols or icons shown on the display over the simulated terrain. For example a green airplane symbol would indicate an aircraft flying at or above the designated altitudes or positions. A red airplane symbol would indicate an aircraft flying below preferred altitudes or positions.

## Operational Capabilities

The PMS will be operational 99 percent of the time and will be able to locate an aircraft within 1,000 feet of its actual location and 5 minutes of the actual time unless the location of the ground station is restricted by the Town of Taos or the Taos Pueblo causing a degradation of the aircraft transponder signal resulting in less accurate location and time identification of the aircraft. The aircraft location and time information will be available on the secure website. This information will be available in text format and displayed on a map such as the industry standard GPS web map services described in the assumptions.

## Designated Areas for Passive Monitoring

The TPMS will track aircraft equipped with a transponder within the areas described by the latitudes and longitudes provided on Table 1, Table 2, Table 3 and Table 4. Tables 1, 2, and 3 include the Blue Lake Wilderness Area. Table 4 includes the point at Taos Pueblo World Heritage Site. The area is divided in 3 tables because of difference in elevations.

Table 1 - Blue Lake Wilderness Area A		
Points	Latitude	Longitude
#3	36°30'30.00"	105°19'30.00"
#4	36°29'30.00"	105°19'00.00"
#8	36°24'30.00"	105°35'30.00"
#9	36°25'30.00"	105°35'30.00"

Table 2 - Blue Lake Wilderness Area B		
Points	Latitude	Longitude
#1	36°30'30.00"	105°35'30.00"
#2	36°33'30.00"	105°22'00.00"
#3	36°30'30.00"	105°19'00.00"
#9	36°25'30.00"	105°35'30.00"

Table 3 - Blue Lake Wilderness Area C		
Points	Latitude	Longitude
#4	36°29'30.00"	105°19'00.00"
#5	36°29'00.00"	105°18'30.00"
#6	36°24'00.00"	105°22'00.00"
#7	36°24'00.00"	105°35'30.00"
#8	36°24'30.00"	105°35'30.00"

Table 4 - Taos Pueblo World Heritage Site		
Points	Latitude	Longitude
#10	36°26'30.00"	105°33'00.00"

Note: Elevations have been obtained from cursory reviews and calculations and the Denver Sectional Aeronautical Chart and are an approximate. No previous survey has been done. Actual coordinates will be verified by the designer / installer of the system.

The area described in Table 1 by Points #3, #4, bordering the Rio Pueblo de Taos with an approximate width of 2,500 feet measured from the centerline of the river and connecting to Points #8, and #9 for a total area width of 5,000 feet, represent Area A of the Blue Lake Wilderness Area. This area has an approximate elevation in the location of 9,200 feet Mean Sea Level (MSL). Aircrafts that are within the area described by the latitudes and longitudes for the respective points and are at or below 12,200 feet MSL

(9,200 + 3,000) will be depicted in yellow. All other aircrafts at or above 12,200 feet MSL will be depicted in green.

The area described in Table 2 by Points #1, #2, #3, along Area A (explained in detail above and described in Table 1 and ending at Point #9 represent Area B of the Blue Lake Wilderness Area with an approximate elevation in the location of 12,305 feet MSL. Aircrafts that are within the area described by the latitudes and longitudes for the respective points and are at or below 15,305 feet MSL will be depicted in yellow. All other aircrafts at or above 15,305 feet MSL will be depicted in green.

The area described in Table 3 by Point #4, #5, #6, #7, #8, bordering Area A (explained in detail above and described in Table 1 represent Area C of the Blue Lake Wilderness Area with an approximate elevation in the location of 10,470 feet MSL. Aircrafts that are within the area described by the latitudes and longitudes for the respective points and are at or below 13,470 feet MSL will be depicted in yellow. All other aircrafts at or above 13,470 feet MSL will be depicted in green.

Point #10 represents the Taos Pueblo World Heritage Site with an approximate elevation of 7,500 feet MSL. This point is represented by an "X" on the Denver Sectional Aeronautical Chart attached to this RFQ. Aircrafts that are operating within the area described by the latitudes and longitudes for the respective points and are at or below 12,500 feet MSL will be depicted in red.

Please note that the areas (Area A, B or C) will be depicted on the map such that the elevations are not confused in areas where there the elevations are overlapping (i.e. between elevation 12,200 feet MSL for Area A and elevation 15,305 feet MSL for Area B where the aircraft would be green in Area A, but yellow in Area B).

#### Design Reviews and Site Selection of TPMS Ground Stations

The successful Firm/individual or Contractor will be the designer / Installer of the TPMS. The design of the TPMS will be accomplished by acquiring available data and requirements from the Town of Taos and Taos Pueblo and applying basic time and distance positioning technology and web technology to develop the system.

The Contractor must coordinate all design activities and progress accomplishments with the Town of Taos. The Taos Pueblo must be invited to all periodic design reviews and site visits. Preferred sites and optimum locations for TPMS ground stations must also be coordinated with Taos Pueblo during the design phase of the TPMS. Notification must be provided to Taos Pueblo and other interested parties prior to the activation of the TPMS.

#### Software and Firmware Updates

All software and firmware updates will be provided or uploaded to the TPMS in a timely manner at no additional cost for a period not to exceed 3 years after product acceptance.

#### Operational Trial Period and response to failures

There will be a 60 day trial period after the system is installed to check functionality and accuracy of the system. Any corrections due to lack of system performance will be made at no additional cost unless negotiated with and approved by Town of Taos.

If the TPMS system has technical difficulties or if potential system failure is detected the contractor will monitor and respond and ensure service is not interrupted for more than 48 hours. In the event of a system outage, the contractor will place the TPMS back in service within 48 hours or less and at no additional cost to the Town of Taos.

### Data Storage and Retention

All data will be stored and accessible to all authorized users of the TPMS for a period of not less than 5 years. Data shall be accessible and downloadable to authorized users at any time at no cost.

### Equipment

- The actual number of receivers or transmitters necessary to achieve the required accurate location of the aircraft in relation to the voluntary restricted airspace, as determined by Tables 1 – 4 and line of sight calculations.
- Two desktop computers for the Taos Pueblo to be placed in offices identified by Taos Pueblo to facilitate their access to the TPMS via the internet.

### Constraints

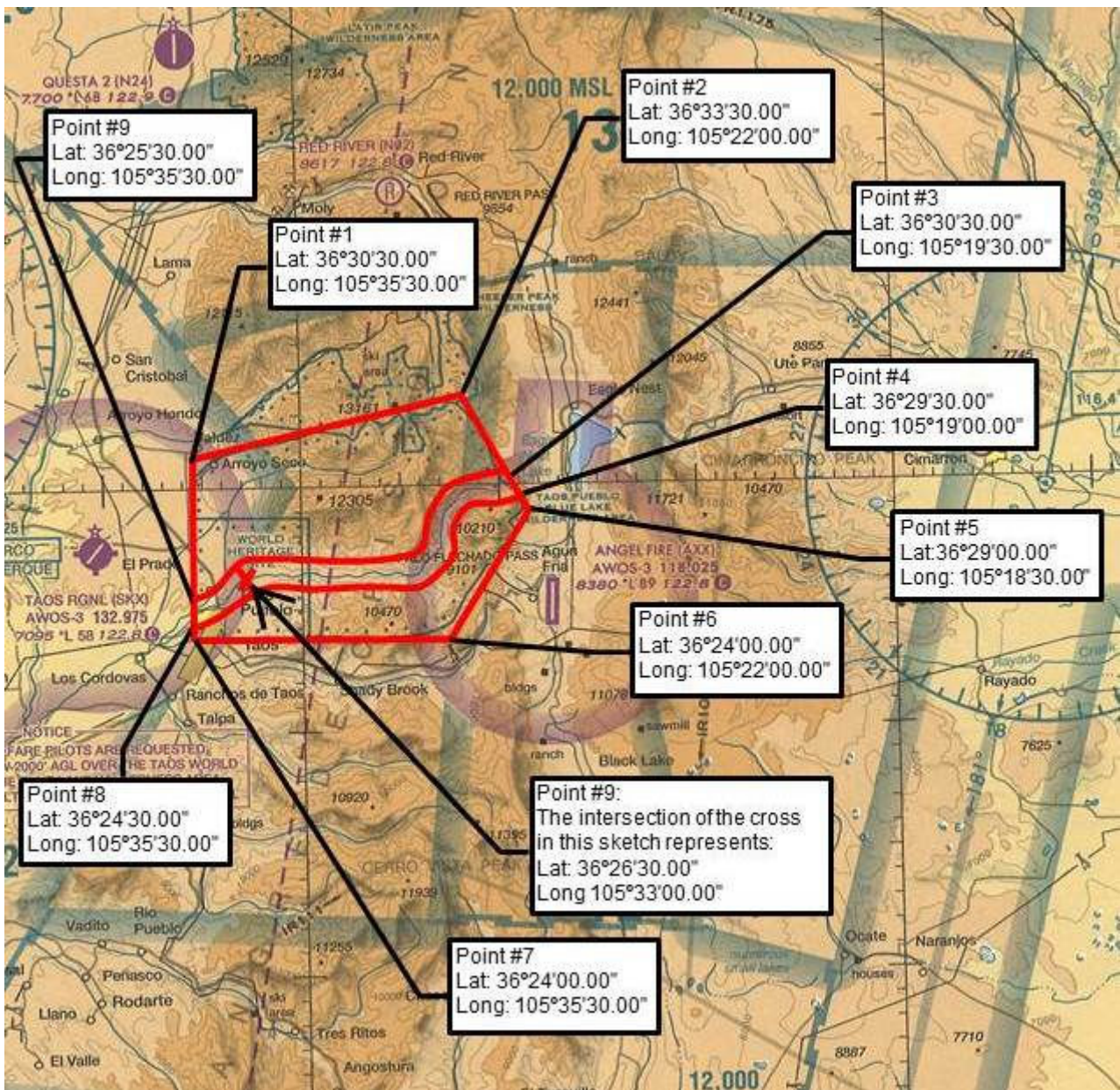
Location of any ground based receiver will be approved by both the Town of Taos and the Taos Pueblo.

### Timeline

The passive monitoring system is to be functional for 1 year before the new Runway 12/30 is commissioned and for 2 years after Runway 12/30 is commissioned. Construction of Runway 12/30 is expected to be completed and runway made operational between mid-2014 and early 2015. Passive monitoring system should be installed and functional by July 2013 to meet Memorandum of Agreement timeline requirements.

- 4) CONTRACT TERM:** The contract is for a term of three (3) years, with a two-year renewal option at the sole discretion of the Town. It is anticipated that this contract will commence on February 1, 2013.





## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

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

- a. Specialized Design - 40 points
- b. Capacity and Capability-40 points
- c. Past Record of Performance-10 points
- d. Proximity to or Familiarity with Site Location-5 points
- e. Evidence of Understanding of the Scope of Work-5 points

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

### 2) GENERAL SUBMITTAL REQUIREMENTS:

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

#### Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- o Transmittal Letter
- o Table of Contents
- o Response to Evaluation Criteria a. through e.
- o References
- o Required Forms
- o Other Supporting Material, if applicable

Within each section of their proposal, Respondents should address the items in the order in which they appear in this RFQ. All forms provided in the RFQ must be thoroughly completed and included in the appropriate section of the proposal. Cost is not a factor in the evaluation process. Any proposal that does not adhere to



these requirements may be deemed non-responsive and rejected on that basis. The proposal summary may be included by Respondents to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Respondent's proposal.

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

## **Transmittal Letter**

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

### *Statement of Interest*

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

### *Statement of Proposal Life*

The proposal must have a *proposal life* of at least one hundred twenty (120) calendar days from the RFQ due date. This shall represent the minimum time during which the proposal is a firm offer and a contract may be entered into based upon it.

### *Statement of Acceptance*

This statement shall state acceptance of all terms and conditions of the Town of Taos RFQ and Town of Taos terms or conditions not accepted and the reasons for non-acceptance and/or proposed changes or additional Terms and Conditions.

### *Contact Person*

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

### *Signature of Authorized Representative*

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

## **References**

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

## **Fee/Cost Proposal**

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

**3) SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items. List them in the order below:

MINIMUM QUALIFICATIONS: Respondents (specifically, the business that will be contractually bound under the contract with the Town) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

1. Specialized Design - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work.
2. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFQ to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. Past Record of Performance - Demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.
4. Proximity to or Familiarity with Site Location - Demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for design, construction and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.
5. Evidence of Understanding of the Scope - Describe in detail the anticipated scope of work for the project. Include information about the project site, project administration, scheduling, budget and programmatic user requirements. The proposal should demonstrate competent knowledge of project constraints as well as any applicable discussion of possible options for design approaches or techniques. Respondents are not encouraged to provide specific design solutions for the project. Without completion of programming activities, any specific design proposals could be inappropriate and may result in a reduction in scoring. This would not preclude discussion of project parameters that may affect design decisions, concept approaches or design philosophies.

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

**PLEASE DO NOT INCLUDE COST WITH YOUR RESPONSE, NEGOTIATIONS INCLUDING PRICE WILL BE NEGOTIATED WITH THE TOP RANKED RESPONDENT**

- 4) SHORTLISTING:** The Town may shortlist the Respondents based upon responses to the above items. If necessary, the Town will conduct interviews/demonstrations. The Town will notify each Respondent

on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The Town will not reimburse oral presentation costs of any Respondent.

## SECTION 4 – SAMPLE TERMS AND CONDITIONS OF CONTRACT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Town may be construed by the Town as a breach of contract sufficient to cancel this agreement at the discretion of the Town.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Seller's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **Risk of Loss:** Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 5) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Seller when submitting invoice for payment.
- 6) **Invoices:** Invoices for Goods must be submitted on date of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 7) **IRS Form W-9:** Seller must have on file with the Town an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 8) **Compliance with Laws:** Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or Town laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.
- 9) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 10) **Termination:** When in the Town's best interest, Town may unilaterally cancel this agreement at any time, whether or not Seller is in default of any of its obligations hereunder. Under any such cancellation, Seller agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the Town agrees that Seller shall be paid for items and/or services already accepted by Town, but in no event shall the Town be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 11) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 12) **Complete Agreement:** The parties agree that the conditions of purchase stated herein and all statements on the reverse side hereof or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms and conditions of sales set forth in the Seller's quotation or order or sales acknowledgment shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 13) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the Town, its Commissioners, officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whosoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when Town is solely at fault.
- 14) **Insurance:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverage's, provided by a company(s) licensed to conduct business in the State of New Mexico, acceptable to Town, with limits not less than indicated for the respective items or as otherwise agreed.
- a) WORKER'S COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE, INCLUDING Employer's Liability Insurance, complying with the laws of the State in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with all limits that are not less than \$500,000.
  - b) COMPREHENSIVE GENERAL LIABILITY INSURANCE, including Contractual Liability and Products-Completed Operations Liability as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this contract with limits of not less than \$1,000,000 for Bodily Injury and Property Damage combined, for each occurrence and in the aggregate.
  - c) If performance of this contract requires use of motor vehicles licensed for highway use, Contractor shall also provide, AUTOMOBILE LIABILITY INSURANCE, including Contractual Liability concerning all motor vehicles owned, hired or used in the performance of this contract, with limits of not less than \$1,000,000 for Bodily Injury & Property Damage combined, for each occurrence, and in the aggregate. Should Town so request, Contractor shall supply certificates evidencing coverage of such insurance during the term of this contract listing Town as an additional insured and providing 30 days advance notice of cancellation to Town.
- 15) **Records:** The Town reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.

## SECTION 5 – REQUIRED FORMS

### FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Response Form
- (2) Campaign Disclosure

***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 Qualifications.

**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 RFQ 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 RFQ, 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 RFQ.



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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

Affix Seal

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS** applies to contributions made to the following Public Officials: **DARREN CORDOVA, MAYOR**

**COUNCIL MEMBERS:**

**RUDY C. ABEYTA                      ANDREW T.GONZALES**  
**FREDERICK A. PERALTA          MICHAEL A. SILVA**

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)