**REQUEST FOR QUALIFICATION BASED PROPOSALS**

**VILLAGE OF RUIDOSO**

****

**RFP # 2020-002P**

**NIGP Commodity Code# 890-00**

**On Call Well Pump, Motor, and Maintenance Services**

**Contracting Agency:**

**Village of Ruidoso**

**313 Cree Meadows Dr.**

**Ruidoso, NM 88345**

**575.257.2721**

**Date Issued: August 2, 2019**

**Proposal due date: September 13, 2019**

**3:00 p.m. Mountain Time**

**Procurement Manager:**

**Billy Randolph**

**Purchasing Agent**

**REQUEST FOR PROPOSAL**

The Village of Ruidoso is requesting qualification based sealed proposals for **On Call Well, Pump, Motor, and Maintenance Services** Sealed Proposals will be received by the **Village of Ruidoso**, **313 Cree Meadows Dr., Ruidoso, NM 88345** for **RFP #2020-002P / NIGP Commodity Code# 890-00.**

A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror’s name and address clearly marked on the outside of the container. All proposals will be received by **3:00 p.m. Mountain Time** **September 13, 2019** atthe Village of Ruidoso Purchasing Department**, c/o Billy Randolph, 311 Center St., Ruidoso, NM 88345.** By submitting a proposal for the requested services each firm is certifying that their proposal is in compliance with regulations and requirements stated within the Request for Proposals.

Copies of the Request for Proposal can be obtained from the Village of Ruidoso Web Site ([www.ruidoso-nm.gov](http://www.ruidoso-nm.gov)) or in person at the office of the Purchasing Agent at 311 Center Street, Ruidoso New México 88345, Copies of the Request for Proposal will be mailed upon written request, e-mail request or telephone request to Billy Randolph, Purchasing Agent, at 575-/257-2721. Email address is: Billyrandolph@Ruidoso-nm.gov

Any proposal received by the Purchasing Department after the time and date specified shall not be considered. This RFP may be cancelled and any and all proposals may be rejected in whole or in part when it is in the best interest of the Village of Ruidoso**.** (§13-1-131, NMSA, 1978)

**Billy Randolph**

**Village of Ruidoso**

**Purchasing Agent**

For Contracting Agency’s Use Only)

Newspaper Ruidoso News Publish Date

Newspaper Albuquerque Journal Publish Date

Newspaper Las Cruces Sun Times Publish Date

Newspaper Roswell Daily Record Publish Date

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids/proposals (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

On Call Well Pump, Motor, and Maintenance Services

RFP # 2020-002P / Commodity Code# 890-00
Date Issued: August 2, 2019
Proposal Due Date and Time: Friday September 13, 2019 3:00 pm local time

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the On Call Well Pump, Motor, and Maintenance Services, the undersigned agrees that he/she has received a complete copy for a total of **36 pages**.

The acknowledgment of the receipt should be signed and returned to the Village of Ruidoso no later than August 16, 2019. Only potential Offerors who elect to return this form will receive copies of all future communications relating to and including amendments to RFP#2020-002P / NIGP Commodity Code# 890-00 if issued.

FIRM:

REPRESENTED BY:

TITL PHONE NO:

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Name and Address will be used for all correspondence related to document RFP# 2020-002P / NIGP Commodity Code# 890-00

Firm does/does not (circle one) intend to respond to RFP# 2020-002P / NIGP Commodity Code#890-00 **On Call Well, Pump, and Maintenance Services**

Return to: Billy Randolph

Purchasing Agent

Village of Ruidoso

313 Cree Meadows Dr.

Ruidoso, NM 88345

575.257.2721

FAX 575.257.2628

Faxed or Emailed copies of this form will be accepted

**VILLAGE OF RUIDOSO**

**REQUEST FOR PROPOSAL #2020-002P / NIGP Commodity Code# 890-00**

The Village of Ruidoso requests qualification-based sealed proposals for On Call Well, Pump, and Motor Maintenance Services to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on Friday, September 13, 2019 at 3:00 pm mountain time.

The Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the Village of Ruidoso Council based on the offer(s) in regard to specific criteria outlined in this Request for Proposals. This proposal will be a multiple source award. (§13-1-150 through 13-1-154.1, NMSA, 1978) The Village of Ruidoso reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the Village of Ruidoso. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

The purpose of this Request for Proposals (hereinafter “RFP”) is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the Village.

The Village of Ruidoso reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the Village of Ruidoso. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

The purpose of this Request for Proposals (hereinafter “RFP”) is a means to select an Offeror that results in the selection of the best qualified professional most suitable to the needs of the Village.

**IMPORTANT:** The words **“SEALED PROPOSAL”** along with the **RFP NUMBER AND TITLE MUST** appear clearly on the outside sealed envelope or package of all bids. Offeror name and address shall also be included.

**It is the responsibility of the prospective Offeror to review the entire Request for Proposal (RFP) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or RFP procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for due date of proposal.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING PROPOSAL SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.**

Proposals may be mailed to: Village of Ruidoso

 Purchasing Agent

 313 Cree Meadows Dr.

 Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso

 Purchasing Department

 311 Center St.

 Ruidoso, NM 88345

**It is the Offeror’s responsibility to see that the Proposal arrives on time.**

**NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE A MINIMUM OF 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE.** Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There isn’t any U.S. mail delivery to the Purchasing Department’s physical address,) If the bids are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Bids which are delayed will not be considered and will be returned unopened.

**SPECIFIC CONDITIONS**

1. The company submitting an offer or proposal will be referred to as Firm and the Village of Ruidoso will be referred to as “Village”. Specific Capabilities and experience shall address the information included and show how it relates specifically to the Ruidoso area. The format of response shall follow the outline as required in the RFP document
2. It is essential that Offerors clearly demonstrate they possess the necessary expertise for the specific design services. This includes but is not limited to; specialized design and technical competence, capacity and capability to perform the work, past record of performance with such factors as control of costs, quality of work and ability to meet schedules.
3. Proposals must be received by Friday, September 13, 2019 by 3:00 p.m. mountain time. Proposals received after the deadline will be kept on file unopened and will be opened and considered only in the event that all other proposals are deemed non-responsive.
4. Offeror shall submit six (6) copies of the proposal [one (1) original and seven (5) copies]. Each proposal must contain all forms marked “PROPOSAL FORM” in this request for proposals.
5. The Village of Ruidoso reserves the right to make multiple awards under this RFP. This proposal will be a multiple source award. (§13-1-150 through 13-1-154.1, NMSA, 1978)

1. A Recommendation from the evaluation committee will be taken before the Village of Ruidoso, hereafter called the “Village” for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the Village determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
2. Award will be made to the Offeror whose proposal is determined to be most professionally and technically complete. A Proposal may be modified or withdrawn prior to the established due date in accordance with the requirements of the NM Procurement Code. (§13-1-106 NMSA 1978)
3. Following award both the Offeror and the Village shall designate representatives and identify a main point of contact for all communications. Such individuals shall have authority to coordinate with or direct personnel assigned to the project.
4. Contract terms – Subject to funding availability, contracts awarded pursuant to this solicitation will have an initial term commencing on or about October 8, 2019.
5. Proposed Dates – tentative

The Village will make reasonable efforts to adhere to the schedule outlined below; however, the Village reserves the right to modify the schedule if necessary and deemed to be in the best Interest of the Village.

|  |  |  |
| --- | --- | --- |
| **Action** | **Responsibility** | **Date** |
| Proposal issued | Village of Ruidoso | August 2, 2019 |
| Deadline to submit additional written questions | Potential Offerors | August 22,2019 |
| Response (Addenda to written questions) | Village of Ruidoso | August 23, 2019 |
| Proposal Submission Deadline | Potential Offerors | September 13, 2019 |
| Proposal Evaluation | Village of Ruidoso and Evaluation Committee | September 18,2019 |
| Council acts on Recommendations to approve award of RFP  | Village of Ruidoso  | October 8, 2019 |
| Contract negotiations Completed and Council awards of contracts | Village of Ruidoso  | October 8, 2019  |

**Dates set forth above are subject to extension or revision as necessary in the interest of the Village. All Offerors will be notified in writing if any date is delayed**.

**Explanation of Events:**

1. ***Issue Proposal***. This RFP is being issued by the Village of Ruidoso. Additional copies of this RFP can be obtained from the Purchasing Agent.
2. ***Pre-Proposal Conference.*** A pre-proposal conference **will not be** scheduled for the Village of Ruidoso and all potential Offerors to answer questions regarding the scope of work.
3. ***Deadline to submit additional written questions.*** Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on the Deadline to Submit Additional Written questions specified above. All written questions must be addressed to the Purchasing Agent.
4. ***Response to Written Questions/RFP Amendments.*** Written responses to written questions and any RFP Amendments will be distributed to each potential Offeror whose name appears on the procurement distribution list.
5. ***Submission of Proposal to Village of Ruidoso.*** One (1) original and five (5) copies of proposals must be received by the Purchasing Agent no later than Friday, September 13, 2019 at 3:00 pm Mountain Timeon the deadline for Submission of proposals to Village set forth above. Proposals received after the deadline will not be accepted. Proposals must be addressed and delivered to the Purchasing Agent at the address given above and labeled on the outside of a sealed package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile will not be accepted.
6. The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offerors that timely submitted proposal. Pursuant to §13-1-116 NMSA, 1978 the contents of any proposal will not be disclosed to competing Offerors during the evaluation and negotiation process.
7. ***Proposal Evaluation.*** The evaluation of proposals will be performed by an evaluation committee appointed by the Village. The evaluation committee will be composed of 3 to 5 people There will be one additional alternate for the remainder of the committee. During the evaluation period, the Purchasing Agent may, but shall not be required to, initiate discussions with one or more Offerors for the purpose of clarifying aspects of the proposals. Discussions may not be initiated by the Offerors.
8. ***Selection of Finalists.*** The Evaluation Committee will select, and the Purchasing Agent will notify, the finalist(s). Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations, if any, will be determined at that time.
9. ***Best and Final Offers from Finalists.*** Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified, in writing, at a finalist’s oral presentation, if any, and points may be recalculated accordingly.
10. ***Contract Finalization.*** A contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Village reserves the right to undertake contract negotiations with other Offeror(s) without undertaking a new procurement process.
11. ***Contract Award.*** The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is (are) most advantageous, taking into consideration the evaluation factors set forth in this RFP. The date of award specified above is subject to change at the discretion of the Agency.
12. ***Protest Deadline.*** Any protest by an Offeror must be in conformance with §13-1-172 NMSA, 1978 and applicable procurement regulations. The 15-day protest period shall begin on the day following the contract award. A protest must be written and must include the name and address of the protestor, identify the RFP by name and number, contain a statement of grounds for protest, include appropriate supporting exhibits, and specify the ruling requested. The protest must be addressed and delivered to the Purchasing Agent and the Village Manager. Protests received after the statutory deadline will not be accepted.

**REQUEST FOR PROPOSALS**

**On Call Well, Pump, and Maintenance Services**

**SCOPE**

The Village of Ruidoso requests qualification-based competitive sealed proposals for Professional Services for On Call Well Pump, Motor and Maintenance Services for the Village of Ruidoso.

Well Description:

There are currently over ten wells owned by the Village of Ruidoso with depths approximately 200’ to 2000’ that are equipped with submersible pumps or line shaft turbines with motors from 20HP to 138HP. The largest drop pipe is 6”.

Services Scope: includes, but is not limited to:

* Applicants must be established in the State of New Mexico, and licensed in the New Mexico to perform the work.
* Respond to a call from the Village for service within (2) hours stating whether or

not services can be provided within the specified timeframe.

* Response time to Well Site for emergency work within 24 hours of the notification call.
* Perform non-emergency work in a timely manner as determined by the Village of Ruidoso.
* Recommend specifications for well pumps, motors and maintenance required.
* Providing and operating appropriate equipment and personnel to perform the necessary work. The Village of Ruidoso is not requiring any specifications on equipment. It is the Applicants responsibility to determine the size of equipment needed to perform required work.
* Replace or repair damaged or worn pumps, motors, drop pipes, column pipes, VFD’s, pump controls, pit less adaptors, sounding tubes, meters, valves and appurtenances
* Provide and install test pumps if required
* Well maintenance – Cleaning (swabbing, brushing, sonic wave, acidizing, or any other applicable cleaning method)

General Requirements

* Work to be performed under this Professional Services On Call Agreement will subsequently be approved by “Task Orders or Purchase Order” based upon a quote of proposed work and fees submitted by the Contractor grounded upon the terms and conditions set forth herein. Purchase Orders will be utilized for services under $60,000.00 and Task Orders will be utilized for services over $60,000.00 and will require Village Council approval. All work performed shall comply with the federal, state, and local regulations and requirements.
* Contractor must have a health and safety plan and use appropriate personal protective equipment during all work.
* General correspondence and draft reports can be submitted by email. Official reports and any paperwork requiring Council action must be submitted in final printed form (multiple copies).
* The above contemplated work dependent upon Federal, State and local funding and the Sponsor reserves the right to initiate additional services not included in the initial procurement.
* Hereafter, the company submitting an offer or proposal will be referred to as “firm” and the Village of Ruidoso will be referred to as “Village.” Specific capabilities and experience shall address the following information and show how it relates specifically to the Ruidoso area. The format of response shall follow the outline as required in the RFP document.

**II. Submission of proposals**

All proposals MUST be received no later than **Friday September 13, 2019, 3:00 pm mountain time.**

Proposals received after **Friday September 13, 3:00 pm mountain time** will not be accepted. The Purchasing Department will record the date and time of each proposal when they are received. Proposals must be addressed and delivered to Village of Ruidoso, Billy Randolph, Purchasing Department, 311 Center St., Ruidoso, NM 88345. Proposals must be labeled on the bottom left hand side on the front of the package to clearly indicate the RFP# 2020-002P / NIGP Commodity Code# 890-00 On Call Well Pump, Motor, and Maintenance Services.

A public log will be kept of the names of all Offerors who submit proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.

The Village will not merge, collate or assemble proposal materials.

**FAXED OR ELECTRONIC PROPOALS WILL NOT BE ACCEPTED.**

**III. FORM OF PROPOSALS**

To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the Village, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The Village, at its sole discretion, may reject any proposal which is unclear in any way.

**A. Number of Responses**

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

**B. Number of Copies**

Each Offeror may submit only one (1) original with five (5) copies

**C. Proposal Format**

The proposal must be limited in format and length. All proposals must be typewritten with no smaller than 12 font on Standard 8 ½” by 11” paper and place with a binder with tabs delineating each section. Each proposal must contain the following materials, in the following order:

1) Front Cover (blank on back side);

2) Transmittal letter;

3) Tables of Contents page (one page maximum);

4) **Divider pages (see sections below);**

5) Certificate (s) of insurance;

6) Back Cover (blank on one side);

Any sheets or pages included in the proposal, but not specifically excluded, as noted above – shall be counted towards the 20-page maximum.

**Divider pages** are noted herein. The Evaluation Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under **V. EVALUATION Criteria**. Reminder – Divider Pages do not count towards the 20-page maximum.

 Section 1 Demonstrated Experience and Technical Expertise

 Section 2 Capacity & Capability

 Section 3 Past Records of Performance

 Section 4 Proximity to or Familiarity with the Contracting Agency

Any proposal deemed non-conforming by the Evaluation Committee in regard to format will be considered non-responsive. Offerors shall contact the Purchasing Department to clarify any questions concerning format to submission.

**D. Matters to be addressed in Letter of Transmittal.**

The letter of transmittal must address, at minimum, the following matters:

1) Identify and Describe the Submitting Organization.

The letter of transmittal must identify, by title the organizational structure (sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Each Offeror shall provide a brief history of its company or corporation.

2) Bind the Organization

The letter of transmittal must identify, by title and or position, the person authorized by the organization to enter into a Contract with the Village. That person must sign the proposal.

3) Identify Contact Person or Persons

The letter of transmittal must identify the names, titles and telephone numbers of persons whom the Village may contact for clarification of matters within the proposal, or to request further information.

4) Acceptance of Terms/Specifications

The letter of transmittal must explicitly indicate the organization’s acceptance of terms, specifications, conditions and requirements set forth in this proposal. If the organization proposes alternative terms, conditions and requirements, it must set those out in the letter of transmittal. However, the Village will not be obligated to accept any such terms, conditions or requirements and may consider submission of the same to be an exception to the RFP.

5) Acknowledge any Amendments to the RFP.

The letter of transmittal must also acknowledge receipt and acceptance of any and all amendments to the RFP.

**E**. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis

**IV. PROPOSAL PROCESS**

**A. INTRODUCTION**

Until the final award by the Village of Ruidoso, hereinafter called the “Village” reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978)

**B. DUE DATE**

Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Mr. Billy Randolph

Purchasing Department

Village of Ruidoso

311 Center St.

Ruidoso, NM 88345

no later Friday, September 13, 2019 **3:00 pm** mountain time. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. There is no mail delivery to the Purchasing Department physical address.

If sent by U.S. mail the address is if hand delivered or sent by courier the physical address is

 Village of Ruidoso Village of Ruidoso

 Purchasing Dept. Purchasing

 313 Cree Meadows Drive 311 Center St,

 Ruidoso, New Mexico 88345 Ruidoso, New Mexico 88345.

If the proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

**C. INQUIRIES**

1. Questions and/or clarifications concerning this RFP will be accepted in writing through August 22, 2019 by 3:00 pm Mountain Time. Requests may be transmitted via facsimile. Written response to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, will be issued by August 23, 2019 by 3:00 pm mountain time. No Offeror may rely upon oral responses made by any Village employee or any representative of the Village. Questions and/or clarifications concerning this RFP shall be directed to:

Billy Randolph

Purchasing Agent

575/257-2721 FAX 575/257-2628

Email: Billyrandolph@ruidoso-nm.gov

1. The only approved contact shall be with the above referenced staff. Offerors making contact with any other Village official, evaluation committee members, or Village employees regarding this RFP may be disqualified.
2. Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.

**V. EVALUATION AND PRESENTATIONS**

**A. Criteria for Award**

1. Proposals for Consideration for this project must contain evidence of the firm’s experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the Village to be submitted in response to this RFP is included elsewhere in this solicitation.
2. An evaluation committee will review and evaluate all replies and detailed proposals, may conduct oral presentations or a combination of both, unless otherwise indicated in this RFP. The evaluation committee will have only the response to this solicitation to review for selection of finalists and therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided.

**B. PRESENTATION SCHEDULE** (If necessary)

1. Copies of the Offerors proposal will be distributed by Village personnel to the Evaluation Committee at the time of the Request for Proposal opening. Any additional presentation material shall be distributed at the time of each Offeror’s presentation and shall be available for the Evaluation Committee. Village personnel will be available during the Offeror’s set-up period and during the presentation to offer assistance.
2. A one (1) hour time allotment will be available for each firm. Forty-five (45) minutes for presentation and fifteen (15) minutes for a question and answer period. Each firm will be given approximately fifteen (15) minutes to set up before the Committee will move to the room.
3. The Village is requesting that the Offerors address all concerns outlined in the RFP during their scheduled presentation/demonstration. The RFP outlines the Village’s project summary and it is our intent to clarify in detail the scope of services, project schedules, additional requirements and agreement format during negotiations with the top evaluated firm.

**C. EVALUATION CRITERIA**

**CRITERIA AND POINT VALUES**

**OFFERORS:** Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

**RATING SHEET FOR: APPLICANT**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **ITEM** | **Possible Points** | **Score** |
| **1. Demonstrated Experience and Technical Competence:** The Firm shall provide a list of examples of three (3) projects of similar nature with contact telephone information. The examples should describe the difficulty of performing the duties required in this proposal. | **35** |  |
|  **2.** **Capacity and Capability\*** of the Firm to perform the work within the Village of Ruidoso timeframe. The Firm shall provide a summary of the project approach and schedule for the work. The Firm shall include resumes of the project personnel that will be assigned to this work and actually be working on the project for the duration and a list of available equipment with capabilities to complete the project, including details for each proposed rig including: a) manufacture and model number of rig, b) boom capacity, c) maximum vertical reach, d) maximum horizontal reach, e) main winch capacity for single and double line, f) sandline winch capacity, g) sandline length, h) available horsepower. | **35** |  |
| **3.** **Past Record of Performance\*** on the three (3) similar projects itemized under item number 1 above with respect to factors such as control of costs, quality of work, and ability to meet schedules | **20** |  |
| **4**. **Proximity to or familiarity with the Contracting Agency** **\*** With the Village of Ruidoso’s needs. (The Firm should include a summary of their understanding of the problems, needs and special issues for this project.)  | **10** |  |
| **TOTAL POINTS** | **100** |  |

**COST PROPOSAL**

The Cost Proposal will not be used in the evaluation and selection of the selected Proposers for the awards of the agreement. The Proposer must include a cost proposal in a separate sealed envelope labeled “Cost Proposal.”

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ITEM NO** | **DESCRIPTION** | **UNIT** | **QTY** | **Unit Price** |
| **1** | **Mobilization** | **LS** | **1** |   |
| **2** | **Demobilization** | **LS** | **1** |   |
| **3****3** | Percentage markup above vendors invoice price (markup would apply to additional materials, which the Village may request during the project that are not included in the specifications) | 15% |   |   |
| **5 -** | **Pump rig rate for pumps set at depths of 600ft or less** (minimum crew of two and all costs including but not limited to tools, fuel, maintenance, and appurtenances) | **HR** | **1** |   |
| **6** | **Pump rig rate for pumps set at depths from 601 to 1700 ft** (minimum crew of two and all costs including but not limited to tools, fuel, maintenance, and appurtenances) | **HR** | **1** |   |

**GENERAL CONDITIONS**

1. Until the final award by the Village of Ruidoso, hereinafter called the “Village”, reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978)
2. If there is any clarification, problem, ambiguity or question regarding this RFP, contact the Village of Ruidoso Purchasing Department at 575/257-2721 prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the bid specifications or RFP package MUST be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this Proposal, except as specifically authorized by the Purchasing Agent. Prior to, and after submittal of proposal, prospective Offerors shall not make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP. The only approved contact shall be with the below referenced Purchasing and Village staff. Offerors making contact with any other Village official, evaluation committee member, or Village employees regarding this RFP may be disqualified. Questions and/or suggestions concerning this RFP may be directed to:

Billy Randolph – Purchasing Agent 575.257.2721 ext1802

Eric Boyda – Watershed and Water Rights Director 575-630-7727

 All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the offeror and the required information must be provided. The contents of the proposal submitted by the successful offeror of the RFP will become public record upon award and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.

1. A public log will be kept of the names of all Offerors who submit proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process. The contents of the proposal submitted by the successful offeror will become public record upon award and may become a part of any contract approved as a result of this request for proposal. Proposals are subject to provisions of State Law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential”. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror’s submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
2. Any pages marked “PROPOSAL FORM” included in this request for proposals packet shall be completed and *submitted as part of the proposal.*
3. **Addendum:** A written, or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals. Copies of addenda will be made available for inspection wherever Request for Proposal is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals. Verbal responses and/or representation are not acceptable.
4. **Payment Terms:** For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. Payments shall be paid to Proposer on the condition that the Proposer has accomplished the services to the satisfaction of the Village. Any taxes (specifically including the New Mexico Gross Receipts Tax), licenses, or other governmental fees and charges, are the responsibility of the Proposer. Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.
5. **Evaluation Committee:** Proposals will be reviewed by an Evaluation committee. Offerors who are deemed, on the basis of the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked on the basis of selection criteria and/or information presented during discussions/interview(s). A Recommendation will be taken before the Village of Ruidoso Council for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the Village determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
6. **Indemnification:** The successful offeror expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
7. **Commence Work**: The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the Village of Ruidoso. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
8. **Modifications and Withdrawal of Proposals**: A proposal containing a mistake discovered before the proposal opening may be modified or withdrawn by an offeror. Modifications must be delivered in written form in a sealed envelope prior to the due date of the proposal. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to the due date of the proposal. After the due date of the proposal, no modifications or withdrawal of proposal will be permitted.
9. **Proposals Binding 60 days:** Unless otherwise specified all proposals submitted shall be binding for sixty (60) calendar days following the due date of the request for proposal, unless the offeror(s), upon request of the Purchasing Agent, agrees to an extension.
10. **Equivalency:** The Village hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the Village. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. *This sheet shall be labeled “Exception(s) to Specifications” and shall be included with proposal.***
11. **Kickback Statement:** The State of New Mexico’s Procurement Code, Sections 13‑1‑28 through 13‑1‑199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).
12. **Non‑Collusion:** In signing this bid or proposal, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
13. **Non-discrimination:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
14. **Equal Opportunity Employer:** The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.
15. **Assignment:** Responding offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the Village of Ruidoso.
16. **Independent Contractors:** The consultant and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.
17. **Subcontractors:** The Offeror shall not subcontract any portion of the services to be performed under this request for proposal without written approval from the “Village of Ruidoso.
18. **Debarred or Suspended Contractors**: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.
19. **Funding:** Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.
20. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978.)
21. **Notice of award:** After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).
22. **Public Information:** The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and overall evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). Individual scores and rankings by each committee member shall be confidential to protect the integrity of the evaluation committee.
23. **Technical Irregularities:** The Village of Ruidoso shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).
24. **Responsible Offeror:** If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).
25. **Protests:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978). In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978). The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall: A. State the reasons for the action taken; and B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978
26. **Licenses:** Offeror shall maintain in current status all Federal, State and Local Licenses and permits required.
27. Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.
28. **Signing of proposals and authorization to negotiate:** The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the Village in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the Village.
29. **Notice of Contract Requirements binding on Offeror:** In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
30. **Rejection or Cancellation of Proposals:** This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).
31. **Campaign Disclosure Form:** Pursuant to Chapter 81, Laws of 2006, any prospective contractor (CONTRACTOR or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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.
32. **Business License:** Successful Offeror(s) will comply and obtain a Village of Ruidoso business license within ten (10) days of successful RFP Award.
33. **Laws and Regulations:** This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The Village also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.
34. **Term of Agreement:** The term of this Agreement is for one year with an option to extend the Agreement for three (3) additional one-year terms, not to exceed a total of four (4) years.
35. **Insurance:**
	1. **Certificate of insurance:** The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.
	2. **Workmen’s Compensation Insurance**: The successful Bidder shall carry Workmen’s Compensation and Employer’s Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the State of New Mexico.
	3. **Automobile Insurance**: The successful Bidder shall carry and maintain during the life of the agreement: Comprehensive Automobile Bodily Injury Liability Insurance with:
		* $500,000 each person and
		* $1,000,000 each accident; together with

Property Damage Liability with Limits of:

* $500,000 each accident and
* $1,000,000 aggregate

Or successful Bidder may carry a policy with a combined single limit of $1,000,000

This policy shall include all liability of the bidder arising from the operation of all self-owned motor vehicles used in the performance of the agreement; and shall also include a “non-ownership” provision covering the operation of motor vehicles not owned by the bidder but used in the performance of the work.

1. **Comprehensive General Liability:**
* Bodily Injury: and Property Damage $1,000,000
* Products/completed Operations $1,000,000
* Umbrella policy $5,000,000

This policy shall include Subcontractor’s Liability coverage, protecting the Contractor and the Village against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

The following entities shall be named as additional insured on the General Contractor’s and Subcontractors’ Comprehensive General Liability, Umbrella:

* Village of Ruidoso, its officers and employees and agents
1. Subcontractor’s Insurance: Each Subcontractor engaged by the Contractor to perform any of the work under the agreement shall comply with the foregoing insurance requirements stipulated under paragraphs a, b, c, and d with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Village before commencing any work, as hereinbefore stipulated.

39. **Resident Business Preference or Resident**

**Veteran Business Preference:**

Points will be awarded based on Offeror’s ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

1. Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the

New Mexico Taxation & Revenue

Department. The application for preference may be downloaded at the following website: [http://www.tax.newmexico.gov/forms-and- publications/pages/recently-updated.aspx.](http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx)

Five (5) percent (%) of the total weight of all the factors used in evaluating the proposals may be awarded to an Offeror who qualifies as a Resident Business. These points are added to the total points received for the Evaluation Criteria. Five (5) percent (%) lower than the (IFB) bid actually submitted by the Resident Business.

2. Resident Veteran Business Preference For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: [http://www.tax.newmexico.gov/forms-and- publications/pages/recently-updated.aspx.](http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx)

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

A. Resident Veteran Businesses with annual revenues of $3M or less are to receive a

10% preference on their proposals.

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

Example: An RFP has a total value of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business with 10% preference, and three non-resident businesses. The Resident Business would receive

50 points and the Resident Veteran Business would receive 100 points which would be added to their already evaluated scores, thereby making it

possible for the highest score to be 1,100.

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

**Veterans Preference Certification**

 (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

**Please check box:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is up to $3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident

Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22

NMSA 1978, when awarded a contract which was on the basis of having such veteran’s preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

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(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

**P R O P O S A L F O R M**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

***THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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 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 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement proces**s” 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 MADE TO**: **ELECTED OFFICALS**

Contribution Made By: \_\_\_\_\_\_\_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_

**(Attach extra pages if necessary)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title (Position)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**─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 Title (Position)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**P R O P O S A L F O R M**

**REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION**

**(In Lieu of IRS Form W-9)**

Please complete or make changes to following information:

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

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization (Check One) ( ) Single ( ) Partnership ( ) Corporation

( ) Government ( ) Medical Provider

Federal Tax ID No. or Social Security No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New Mexico CRS Number (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is your firm designated as a non-profit organization? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm exempt from income tax? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm a dealer of retail supplies or

provide a service for which you furnish parts? \_\_\_\_\_ Yes \_\_\_\_\_ No

Payment Terms: Village of Ruidoso pays net within 30 days of receipt of invoice unless otherwise stated below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_net 30 days\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

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

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

**P R O P O S A L F O R M**

**RELATED PARTY DISCLOSURE**

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

 Yes\_\_\_\_\_ No \_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following transactions since to which Village of Ruidoso was, is to be, a party?

 Yes No

 Sales, Purchase or leasing property? \_\_\_\_\_ \_\_\_\_\_

 Receiving, furnishing of goods, services

 or facilities? \_\_\_\_\_ \_\_\_\_\_

 Commissions or royalty payments? \_\_\_\_\_ \_\_\_\_\_

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3. Does any member of the Council of the Village of Ruidoso, elected Village officials, Administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso? Yes\_\_\_\_\_ No\_\_\_\_\_

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4. At any time during 2018, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, and key management supervisors with the Village of Ruidoso?

 Yes\_\_\_\_\_ No

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

 Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_

(Print Name and Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**P R O P O S A L F O R M**

**DEBARMENT CERTIFICATION**

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all
had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Authorized Representative

**P R O P O S A L F O R M**

**NON-COLLUSION AFFIDAVIT**

STATE OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 , being first duly sworn, deposes and says:

That he/she is of
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:

SUBSCRIBED and sworn to before me this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_20 \_\_.

 Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DRAFT**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

On Call Well Pump, Motor, and Maintenance Services

This agreement is made and entered into the \_\_\_ day of \_\_\_\_\_\_ by and between the VILLAGE OF RUIDOSO, hereinafter called the “Village”, and **‘\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter called CONTRACTOR.

**WITNESSETH:**

 **WHEREAS,** the VILLAGE is desirous of contracting for **Professional Services for On Call Well Pump, Motor, and Maintenance Services**

 **WHEREAS**, the VILLAGE desires to engage the CONTRACTOR to render services as described in this Agreement, and the CONTRACTOR is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

 **NOW, THEREFORE,** in consideration of the conditions, premises and the covenant hereinafter contained the parties hereby agree as follows:

**I. RECITALS**

THE PARTIES enter this Agreement on the basis of the following recitals:

 CONTRACTOR has represented and warranted to the “VILLAGE” that the CONTRACTOR possesses the necessary skill to provide such services and is willing to do so pursuant to the terms of this Agreement.

**II. AGREEMENT**

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

**1. Scope of Work**

Services Scope: includes, but is not limited to:

* Applicants must be established in the State of New Mexico, and licensed in the New Mexico to perform the work.
* Respond to a call from the Village for service within (2) hours stating whether or

not services can be provided within the specified timeframe.

* Response time to Well Site for emergency work within 24 hours of the notification call.
* Perform non-emergency work in a timely manner as determined by the Village of Ruidoso.
* Recommend specifications for well pumps, motors and maintenance required.
* Providing and operating appropriate equipment and personnel to perform the necessary work. The Village of Ruidoso is not requiring any specifications on equipment. It is the Applicants responsibility to determine the size of equipment needed to perform required work.
* Replace or repair damaged or worn pumps, motors, drop pipes, column pipes, VFD’s, pump controls, pit less adaptors, sounding tubes, meters, valves and appurtenances
* Provide and install test pumps if required
* Well maintenance – Cleaning (swabbing, brushing, sonic wave, acidizing, or any other applicable cleaning method)

GENERAL REQUIREMENTS

* Work to be performed under this Professional Services On Call Agreement will subsequently be approved by “Task Orders or Purchase Order” based upon a quote of proposed work and fees submitted by the Contractor grounded upon the terms and conditions set forth herein. Purchase Orders will be utilized for services under $60,000.00 and Task Orders will be utilized for services over $60,000.00 and will require Village Council approval. All work performed shall comply with the federal, state, and local regulations and requirements.
* Contractor must have a health and safety plan and use appropriate personal protective equipment during all work.
* General correspondence and draft reports can be submitted by email. Official reports and any paperwork requiring Council action must be submitted in final printed form (multiple copies).
* The above contemplated work dependent upon Federal, State and local funding and the Sponsor reserves the right to initiate additional services not included in the initial procurement.

**compensation**

A. As compensation for services to be provided to the VILLAGE, by the CONTRACTOR, the CONTRACTOR shall be compensated through an approved Task Order or Purchase Order at a lump sum amount and/or an hourly/direct not to exceed cost payment and shall be negotiated by the VILLAGE and the CONTRACTOR. All costs must be at the rates in the attached fee schedule.

B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid to the State of New Mexico by the CONTRACTOR.

Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.

**3. Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE. The term of this Agreement shall be for one (1) year, beginning **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and ending **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the “VILLAGE” and the Offeror, in accordance with the Attorney General ruling.

**4. Termination**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR’S DEFAULT/BREACH OF CONTRACT.

**5. Renewal**

The term of this Agreement is for one year. The term of this contract shall be for one (1) year with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

**6. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor performing professional services for the Procuring Agency and is not an employee of the VILLAGE. The CONTRACTOR shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the VILLAGE, as a result of this Agreement. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

**7. Assignment**

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the VILLAGE,

**8. Subcontracting**

CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the VILLAGE.

**9. Records of Audit**

During the term of this Agreement and for three years thereafter, the CONTRACTOR shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Village of Ruidoso, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

**10. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the VILLAGE for the performance of this Agreement. If sufficient appropriations and authorization are not made by the VILLAGE, this Agreement shall terminate upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

**11. Release**

The CONTRACTOR, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind the Village of Ruidoso, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

**12. Confidentiality**

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval by the Village Manager.

**13. Conflict of Interest**

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**14. Amendment**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**15. Scope of Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**16. 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 kickbacks.

**17. Equal Opportunity Compliance**

The CONTRACTOR agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If CONTRACTOR is found to be not in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

**18. Indemnification**

The CONTRACTOR shall hold the Village of Ruidoso and employees harmless and shall indemnify the Village of Ruidoso against any and all claims, suits, actions, liabilities and costs of any kind, including CONTRACTOR's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. The CONTRACTOR shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Procuring Agency, its officers or employees.

**19. Applicable Law**

This Agreement shall be governed by the laws of the State of New Mexico.

**20. Incorporation by Reference and Precedence**

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Procuring Agency response to questions; (2) the CONTRACTOR’s Best and Final Offer, and (3) the CONTRACTOR’s response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR’s Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR’s response to the Request for Proposals.

**21. Kickback Statement**

The State of New Mexico’s Procurement Code, Sections 13‑1‑28 through 13‑1‑199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

**22. Non‑Collusion**

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

**23. Non-discrimination**

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

**24. Campaign Disclosure Form**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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

**25. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

**26. Merger**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**27. Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affect­ed and shall be valid and enforceable.

**28. Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.  No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**29. Debarment and Suspension**

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR’s certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency’s Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR’s certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

**30. Lobbying**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**31. Survival**

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**32. Succession**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**33. Impracticality of Performance**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**34. Notices**

All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

 CONTRACTOR:

 \_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 VILLAGE:

Village of Ruidoso

313 Cree Meadows Drive

Ruidoso, New Mexico 88345

**ASSIGNS**

Neither VILLAGE nor CONTRACTOR may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement as of this

\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**VILLAGE OF RUIDOSO, NEW MEXICO**

 ATTEST:

Lynn D. Crawford, Mayor Date Irma Devine, Village Clerk Date

APPROVED AS TO FORM:

By: Date:

 Zack Cook, Village Attorney

CONTRACTOR

By:

Title: Date:

ATTEST:

 Date: