



313 Cree Meadows Dr.  
Ruidoso, NM 88345

ADDENDUM #1 10-31-23

## **REQUEST FOR PROPOSALS**

### **VILLAGE OF RUIDOSO**

**Professional Engineering Services for Sierra Blanca Regional  
Airport (SBRA)**

**RFP: #2024-002P**  
**NIGP: #92508, 92533**

Date Issued: October 20, 2023  
Pre-Proposal Conference: October 31, 2023 @ 10:00 AM Local Time  
Due Date: November 16, 2023 @ 1:00 PM Local Time

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Village of Ruidoso is requesting sealed qualification based proposals for **Professional Engineering Services for Sierra Blanca Regional Airport.**

The award shall be made to the responsible offeror whose proposal is most advantageous to the Village of Ruidoso (Village), taking into consideration the evaluation factors set forth in this RFP.

## B. BACKGROUND INFORMATION

### **Airport Location**

The Sierra Blanca Regional Airport (SBRA) is located off New Mexico State Highway 220 (locally known as Airport Road), approximately 15-miles northeast of the Village of Ruidoso and approximately seven-miles east of the community of Alto. SBRA is located within Lincoln County, New Mexico, in the south-central portion of the state. While Carrizozo is the County Seat of Lincoln, Ruidoso is the most populous town in the County.

### **Airport Description**

The Sierra Blanca Regional Airport was constructed in its existing location in 1987. The Airport is owned and operated by the Village of Ruidoso. The Village of Ruidoso Council has ultimate responsibility for all airport policy considerations, as well as compliance with all current federal, state, and local regulations. SBRA is part of the National Plan of Integrated Airport Systems (NPIAS). It currently has no scheduled passenger airline services.

There are over 30 based aircraft, mostly single-engine, and the airport supports approximately 5,000 operations per year, more if surrounding military bases conduct high altitude training at the airport, which occurs typically in the winter/spring months. SBRA has 2 runways (12-30, 6309' x 75'; and 06-24, 8120' x 100') and 2 access taxiways, a precision instrument approach (ILS), an AWOS and various navigational aids including lighted windsocks and a rotating beacon. The Airport is presently uncontrolled, but a control tower does exist. Landside facilities include 119 aircraft tie down slots, 24 Sunshade hangars, 27 t-hangars in various sizes, and 16 privately owned hangars.

The aviation fuel storage at the airport includes one 20,000-gallon tank of Jet-A located approximately 1/4-mile northwest of the terminal building along New Mexico State Highway 220 (Airport Road). The tank has a remote pump station that is used to deposit fuel into a fuel truck for full-service Jet-A fueling. The fuel tanks are located 1/4 mile from the airport on NM HWY 220. The Jet A tank holds 20,000-gallons, the 100LL tank holds 16,000-gallons and an unleaded fuel tank holds 4,000 gallons of fuel for airport vehicles. The Village of Ruidoso owns all fuel tanks located at the airport.

The current general aviation terminal at SBRA is attached to a hangar located north of the parking apron close to Airport Road. The two-story building is owned by Village of Ruidoso and measures approximately 3,130 square feet.

## Local Economy

Ruidoso is a resort community which attracts tourists and retirees from neighboring states, especially west Texas, with its mild climate and outdoor activities. The local economy is driven by tourism and real estate and is supported largely by the sales of second homes. SBRA serves as a destination airport for these visitors.

In addition to outdoor adventure vacationing, tourists frequent the inn of the Mountain Gods resort and casino, located on the Mescalero Apache Reservation approximately 15 miles southwest of SBRA, and the Ruidoso Downs horse racing track, located approximately 10 miles southwest of SBRA in Ruidoso Downs, New Mexico. Airport Management estimates that these two facilities represent the top two reasons for aircraft using SBRA.

## C. SCOPE OF PROCUREMENT

The Village is conducting a single-award Professional Engineering Services for Sierra Blanca Regional Airport as outlined in Appendix B Detailed Scope of Work. It is anticipated that the award under this RFP will result in a Professional Services Contract for an initial term of one-year with the option to renew for up to three (3) additional one-year terms/length of project.

All tasks will be accomplished after issuance and approval of a specific task order and purchase order.

## D. PROCUREMENT MANAGER

The Village has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Procurement Manager  
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345  
Telephone: (575) 258-4343 Ext. 1081  
Email: Purchasing@ruidoso-nm.gov

**Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees or Evaluation Committee members do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Emailed protests will not be considered as properly submitted.

## E. DEFINITION OF TERMINOLOGY

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

“**Village**” means the Village of Ruidoso sponsoring the Procurement action.

**“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.

**“Award”** means the final execution of the contract document.

**“Business Hours”** means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

**“Confidential”** means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

**“Contractor”** means any business having a contract with a state Village or local public body.

**“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

**“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.

**“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

**“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Consultant personnel, as well as Sub-Consultant personnel if appropriate.

**“Mandatory”** – the terms "must", "shall", "will", "is required", or "are required", identify a

mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

**“Minor Technical Irregularities”** means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the Consultant to furnish items of tangible personal property, services or construction to a state Village or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

**“Procurement Manager”** means any person or designee authorized by a state Village or local public body to enter into or administer contracts and make written determinations with respect thereto.

**“Procuring Village”** means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

**“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

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

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Village reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination

to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**VOR**” means the Village of Ruidoso

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information such as the electronic version of RFP, Questions & Answers, RFP Amendments:

<https://www.ruidoso-nm.gov/purchasing>



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### RFP #2024-002P

### Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)

#### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	October 20, 2023
2. Acknowledgement Receipt Form (Appendix C)	Potential Offerors	October 31, 2023 by 5:00 pm local time
3. Pre-Proposal Conference	VOR	October 31, 2023 @10:00 am local time (on site-SBRA)
4. Deadline to Submit Questions	Potential Offerors	November 7, 2023
5. Response to Written Questions	Procurement Manager	November 10, 2023
6. Organizational References Due	Potential Offerors	November 10, 2023 by 5:00 pm local time
<b>7. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>November 16, 2023@ 1:00 pm Local Time</b>
8. Proposal Evaluation	Evaluation Committee	November 16, 2023 – November 21, 2023
9. Selection of Finalists	Evaluation Committee	November 21, 2023
10. Oral Presentation(s)	Finalist Offerors	TBD
11. Finalize Contractual Agreements	VOR/Finalist Offerors	November 27, 2023
12. Contract Awards	VOR/ Finalist Offerors	December 12, 2023
13. Protest Deadline	VOR	15 Days from award

\*Dates indicated in Events 8 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP

#### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

##### 1. Issuance of RFP

This RFP is being issued on behalf of the Village of Ruidoso on the date proposed in Section II. A.

## **2. Acknowledgement of Receipt**

Potential Offerors should deliver the "Acknowledgement of Receipt Form" that accompanies this document, APPENDIX C, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by the date and time proposed in Section II. A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and the potential Offeror's organization name shall not appear on the distribution list. If a potential Offeror fails to submit the Acknowledgement of Receipt Form, they are still eligible to submit a proposal.

## **3. Pre-Proposal Conference**

A pre-proposal conference will be held as listed in Schedule II. A. Sequence of Events at the Sierra Blanca Regional Airport (SBRA). The address is 1000 NM-220 (Airport Road), Alto, NM 88312.

Offerors are not required to attend; however, it is highly encouraged.

## **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP on the date and time proposed in Section II. A. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide the Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Responses will also be posted to: <https://www.ruidoso-nm.gov/purchasing>

## **6. Organization References Due**

Offerors are required to submit APPENDIX H, Organizational Reference Questionnaire, to the business references they list in Section IV. C. 4. The business references must submit the Reference Form directly to the Procurement Manager at 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 by mail, in person, or via email. The Procurement Manager's email address is: [purchasing@ruidoso-nm.gov](mailto:purchasing@ruidoso-nm.gov). It is the Offeror's responsibility to ensure the completed forms are received on or before proposal due date and time for inclusion in the evaluation process See Section II.A. Schedule of Events.

The references from the Proposer's listing must submit the reference response form by the date listed in Section II.A. Schedule of Events. Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process

## **7. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE AND TIME PROPOSED IN SECTION II. A. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

**Ruidoso is a rural community, be aware that overnight deliveries often do not arrive by the submission deadline. Please plan accordingly.**

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D at **313 Cree Meadows Drive, Ruidoso, NM 88345**. Proposals must be sealed and **labeled on the outside of the package with the number and title of this RFP in addition to the due date and time** to clearly indicate that they are in response to this advertisement. Proposals submitted by facsimile, or other electronic means will not be accepted. (See Exhibit A Proposal Submittal Example)

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

## **8. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II. A., depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **9. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A. or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time, if applicable.

## **10. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A. or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

## **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A. or as soon thereafter as possible. This date is subject to change at the discretion of the Village. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Village reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

After reviewing the Evaluation Committee Report and the signed contractual agreement, the Village Procurement office will award as per the schedule in Section II. A. or as soon as possible thereafter. This date is subject to change at the discretion of the Village.

The contract shall be awarded to the Offeror whose proposals are most advantageous to the Village and taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Village approval.

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day.

Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Purchasing Agent  
Village of Ruidoso Purchasing Department  
313 Cree Meadows Drive  
Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal (APPENDIX D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. Evaluation of this RFP.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Consultant Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime Consultant is solely responsible for fulfillment of all requirements of the contractual

agreement with the Village which may derive from this RFP. The Village entering into a contractual agreement with a vendor will make payments to only the prime Consultant.

#### **4. Sub-Consultants/Consent**

The use of Sub-Consultants is allowed. The prime Consultant shall be wholly responsible for the entire performance of the contractual agreement whether or not Sub-Consultants are used. Additionally, the prime Consultant must receive approval in writing from the Village before any Sub-Consultant is used during the term of this agreement.

#### **5. Amended Proposals**

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

#### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

#### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **8. Disclosure of Proposal Contents**

A. Proposals will be kept confidential until negotiations and the award are completed by the Village. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- b. Confidential data is restricted to:
  1. confidential financial information concerning the Offeror's organization,
  2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

## **9. No Obligation**

This RFP in no manner obligates the Village to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the Consultant. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Consultant as final.

## **12. Legal Review**

The Village requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager before the proposal due date as indicated in Section II.A. Sequence of Events.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied, in writing, by the Village through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between the Village and Consultant will follow the format specified by the Village and contain the terms and conditions set forth in the Draft Professional Services Agreement or Contract (APPENDIX A). However, the Village reserves the right to negotiate provisions in addition to those contained in this RFP and Draft Agreement with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Village discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Professional Services Agreement or Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Village (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Professional Services Agreement or Contract (APPENDIX A) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific alternative language**. The Village may or may not accept the alternative language. Any response to the contract terms and conditions shall be submitted on Tab E. See Section III.C.

General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Professional Services Agreement or Contract are not acceptable to the Village and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection of a successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection of a successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Additional Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Village. Please see Section II.C.15 for requirements. Offeror's additional terms and conditions must be submitted with proposal on Tab E. See Section III.C.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Village and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

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

## **20. Change in Consultant Representatives**

The Village reserves the right to require a change in Consultant representatives if the assigned representative(s) is (are) not, in the opinion of the Village, adequately meeting the needs of the Village.

## **21. Notice of Penalties**

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

## **22. Village Rights**

The Village, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and Consultants must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the Village.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the Consultant in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Village.

The Consultant(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Village's written permission.

## **26. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Village, the Offeror acknowledges that the version maintained by the Village shall govern. Please refer to: <https://www.ruidoso-nm.gov/purchasing>.

## **28. New Mexico Employees Health Coverage**

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period



during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Consultant and Village exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state or Village.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **29. Campaign Contribution Disclosure Form (Appendix E)**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX E, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Mayor and Village Councilors or other identified official. Failure to complete and return the signed unaltered form may result in the disqualification of Offeror's proposal.

## **30. Letter of Transmittal (Appendix D)**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- 3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- 4. Identify the name, title, telephone, and e-mail address of persons to be contacted for clarification/questions regarding proposal content.
- 5. Identify Sub-Consultants (if any) anticipated to be utilized in the performance of any resultant contract award.
- 6. Describe the relationship with any other entity (other than Sub-Consultants listed in number 5 above) which will be used in the performance of this awarded contract.
- 7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly indicate acceptance of Section V of this RFP; and**
  - c. Acknowledge receipt of any and all amendments to this RFP.
- 8. Be signed by the person identified in number 2 above.

### **31. Debarment Certification (Appendix F)**

- A. Any prospective Consultant and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose whether the Consultant, or any principal of the Consultant's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, the State of New Mexico, or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the 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;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state, or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Consultant shall provide immediate written notice to the Village Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Consultant learns that the Consultant's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Consultant's responsibility and ability to perform under this Agreement. Failure of the Consultant to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Consultant is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Consultant is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Consultant must provide immediate written notice to the Village Procurement Manager or other party to this Agreement. If it is later determined that the Consultant knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Procurement Manager or the Village Finance Director may suspend or debar the Consultant from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Procurement Manager or Village Finance Director.

### **32. New Mexico Preferences**

The funds used to pay for these services may be local, state, or federal funds. The New Mexico Preferences shall not apply when the expenditure for this RFP included federal funds. Therefore, this RFP will not utilize the New Mexico Preferences.

## **III. RESPONSE FORMAT AND ORGANIZATION**

### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

### **B. NUMBER OF COPIES**

(See Exhibit A. Proposal Submittal Example)

#### **1. Technical Proposal Submission (Binder 1)**

- a. Offerors shall deliver one (1) hard copy of the original proposal and five (5) identical hard copies of their proposals (Binder 1). The binders shall be labeled "Original" and "Copy."
- b. Offerors shall also deliver one (1) electronic version (cannot be emailed) of the proposal containing Binders .

- c. The information on the original, hard copies, and electronic copy **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

## 2. Proposal Submission (Binder 1 and Electronic Version)

- a. Binder 1 and the electronic version can be submitted in one package as long as they are labeled appropriately.
- b. Proposals must be delivered by the date and time as indicated in Section II. A. Sequence of Events. Late proposals will not be accepted.
- c. The outside of the package(s) should be clearly labeled referencing the **RFP #, title, due date, and time**.
- d. Proposals shall be delivered to Procurement Manager, 313 Cree Meadows Dr, Ruidoso, NM 88345.

Any proposal that does not adhere to the requirements of this Section and Section III.C.1 Response Format and Organization may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed **within binders with tabs delineating each section**. This format makes it much easier to find information and to evaluate each proposal.

Organization of binders for hard copy proposals and electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal shall be **organized, indexed with tabs, and in a binder** in the following format and **must contain**, at a minimum, all listed items in the sequence indicated below. (See Exhibit A: Proposal Submittal Example)

#### Binder 1: Technical Proposal

TAB A: Table of Contents

TAB B: Response to Business Specifications (Section IV. B)

1. Signed Letter of Transmittal Form (Appendix D)
2. Campaign Contribution Form (Appendix E)
3. Debarment Certification (Appendix F)
4. Non-Collusion Affidavit (Appendix G)
5. New Mexico Resident Vendor or Resident Veteran Certificate (if applies) (Section II.C.32)

TAB C: Response to Technical Specifications (Section IV. C)

(Please reference Section **IV.C.1-6**)

1. **Corporate Experience and Capabilities**
2. **Program Manager Experience**

3. Experience in Airport Development Projects
4. Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures
5. Specialized Planning and Past Record of Performance
6. References

TAB D: Proposal Summary (Optional)

TAB E: Offeror's Response to Contract Terms and Conditions (If applicable) (Section II.C.15)

TAB F: Offeror's Additional Terms and Conditions (If applicable) (Section II.C.16)

TAB G: Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary (Tab D) may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **A. SCOPE OF WORK**

A detailed scope of work has been attached as APPENDIX B.

### **B. BUSINESS SPECIFICATIONS**

#### **1. Letter of Transmittal Form**

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form (APPENDIX D). The form **must** be completed and must be signed by the person authorized to obligate the company.

#### **2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (APPENDIX E).

#### **3. Debarment Certification**

The Offeror's proposal **must** be accompanied by the completed and signed Debarment Certification form (APPENDIX F).

#### **4. Non-Collusion Affidavit**

The Offeror's proposal **must** be accompanied by the completed and notarized Non-Collusion Affidavit (APPENDIX G).

#### **5. New Mexico Preferences**

The funds used to pay for these services may be local, state, or federal funds. The New Mexico Preferences shall not apply when the expenditure for this RFP included federal funds. Therefore, this RFP will not utilize the New Mexico Preferences.

### **C. TECHNICAL SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

#### **1. Corporate Experience and Capabilities**

Offers should submit a detailed narrative describing their relevant corporate experience and capabilities in Airport Construction and the Airport Improvement Program processes, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative.

Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

#### **2. Program Manager Experience**

Offerors should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager.

Points will be awarded based on an evaluation of the proposed program manager's experience and capabilities, as indicated in the resumes and experience narratives submitted. The key evaluation components include depth and breadth of related experience, total years of related experience, and applicable education and training.

#### **3. Experience in Airport Development Projects**

Offeror should include a detailed narrative describing their recent and extensive experience in the administration, planning, design, and construction of airport development projects under Federal Aviation Administration's Airport and Airway Improvement Programs and the New Mexico Department of Transportation Aviation Division, Airport Grant Assistance Program and other funding sources as deemed necessary.

Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

#### **4. Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures**

Offerors must demonstrate their knowledge of State, Local, and Federal procurement and contracting policies and procedures. Offerors must submit a detailed narrative describing how they meet this requirement.

Points will be awarded based on the strength and convincingness of the response.

#### **5. Specialized Planning and Past Record of Performance**

The Offeror should provide a list of examples of three (3) projects of a similar nature to those listed in the Scope of Work and include contact names and telephone information. The examples should describe the project(s), the process used to complete the project, and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules.

Points will be awarded based on the strength and convincingness of the response.

#### **6. References**

A. Offerors shall submit the following Business Reference information as part of Offer:

1. Client name, telephone number, and email address
2. Project description
3. Project dates (starting and ending)
4. Description of services provided
5. Staff assigned to referenced engagement that will be designated for work per this RFP; and
6. Client project manager name, telephone number, fax number and e-mail address

B. Offerors are required to submit APPENDIX H, Organizational Reference Questionnaire, to the business references they list above. The business references must submit the Reference Form directly to the designee described in Sec I, Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before proposal due date and time for inclusion in the evaluation process See Section II.A. Schedule of Events.

C. Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. The Village reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, C.18.

Points will be awarded based on an evaluation of the responses to a series of questions that are asked of the references concerning the knowledge and expertise of the firm, the firm's

flexibility relative to changes in the project scope and timelines, the level of satisfaction for the services provided, and the perceived skills, knowledge, behaviors, and other factors of the firm's principal representatives involved. The Evaluation Committee may call any or all of the references.



## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section IV. B. and IV.C.</b>	<b>Points Available</b>
<b>B. Business Specifications</b>	
1. Signed Letter of Transmittal (Appendix D)	Pass / Fail
2. Campaign Contribution Disclosure Form (Appx. E)	Pass / Fail
3. Debarment Certification (Appendix F)	Pass / Fail
4. Non-Collusion Affidavit (Appendix G)	Pass / Fail
<b>C. Technical Specifications</b>	
1. Corporate Experience and Capabilities	200
2. Program Manager Experience	200
3. Experience in Airport Development Projects	200
4. Knowledge of State, Local, and Federal Procurement and Contracting Policies	100
5. Specialized Planning and Past Record of Performance	100
6. References	200
<b>TOTAL POSSIBLE POINTS</b>	<b>1000 points</b>

Table 1: Evaluation Point Summary

### B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the Village taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A – DRAFT PROFESSIONAL SERVICES  
AGREEMENT**

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

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## DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and XXXXXXXXXX, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso  
Department: Finance  
Attn: Procurement Manager  
Street: 313 Cree Meadows Drive  
City, State, Zip: Ruidoso, NM 88345  
Phone: 575-258-4343 Ext. 1081  
Email: purchasing@ruidoso-nm.gov

Consultant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the Village of Ruidoso; and

WHEREAS, all terms and conditions of the **RFP #2024-002P Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)** and the Consultant’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

### 1. Definitions

- A. “Business Hours” means 8:00 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local body that enters into an Agreement to procure products or services.
- C. “Products and Services Schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories

and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

## 2. Scope of Work.

The Consultant shall perform the work as outlined in Attachment A Detailed Scope of Work, attached hereto and incorporated herein by reference.

## 3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Attachment B, less retainage, if any, as identified in paragraph D of this Clause.

B. The Village shall issue a task order and purchase order for appropriate authorization within the Village prior to services being provided. The Village will then authorize the Consultant to proceed with performing the work in the task order.

C. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this

Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

#### 4. **Term.**

This agreement shall be effective **January 1, 2024 through December 31, 2024**, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, for three (3) additional years. In any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

#### 5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

*THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.*

## **6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. Status of Consultant.**

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment, and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

## **8. Conflict of Interest; Governmental Conduct Act.**

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and

participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

**9. Amendment.**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

**10. 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.

**11. Penalties for Violation of Law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

**12. Equal Opportunity Compliance.**

The Consultant agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

**13. Workers Compensation.**

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.



#### **14. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### **15. Records and Financial Audit.**

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. 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

#### **16. 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.

#### **17. 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.

#### **18. Non-Collusion.**

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

#### **19. Succession.**

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

#### **20. Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

#### **21. Default/Breach.**

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

## **22. Equitable Remedies.**

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

## **23. New Mexico Employees Health Coverage.**

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

## **24. Employee Pay Equity Reporting.**

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for

reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

## **25. Indemnification.**

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

## **26. Default and Force Majeure.**

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery

scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

**27. Assignment.**

The Consultant 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 the prior written approval of the Procuring Agency.

**28. Subcontracting.**

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**29. Inspection of Plant.**

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

**30. Commercial Warranty.**

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**31. Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**32. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**33. Confidentiality.**

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon

termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

### **34. Consultant Personnel.**

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Consultant Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

### **35. Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant'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 and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

### **36. Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

### **37. Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

### **38. Contract Provisions**

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed

conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

**39. Insurance.**

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Professional Liability: Contractor agrees to maintain, during the term of the Agreement, Professional Liability Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**40. Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

**SIGNATURES:**

**Village of Ruidoso:**

**Consultant:**

\_\_\_\_\_  
Lynn D. Crawford, Mayor

Draft Only Do Not Sign

\_\_\_\_\_  
Consultant, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jini S. Turri, Village Clerk

EXHIBIT A -DETAIL SCOPE OF WORK  
EXHIBIT B-FEE SCHEDULE



# APPENDIX B – DETAILED SCOPE OF WORK

## RFP #2024-002P

### Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)

The Village of Ruidoso is soliciting qualification and experience information to be used in selecting principal consultants to provide planning and/or professional engineering services for potential projects at the Sierra Blanca Regional Airport.

Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in Airport Construction and the Airport Improvement Program processes. The firm must employ a staff that is adequate enough to respond to the Village's requests within a reasonable amount of time.

Applicants shall have recent and extensive experience in the administration, planning, design, and construction of airport development projects under Federal Aviation Administration's Airport and Airway Improvement Programs and the New Mexico Department of Transportation Aviation Division, Airport Grant Assistance Program and other funding sources as deemed necessary.

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.

#### **Scope of Work:**

The engineering firm may perform professional services as hereafter stated:

1. To develop project plans and specifications for the Sierra Blanca Regional Airport.
2. To apply for federal and state grants for the Village of Ruidoso (Sierra Blanca Regional Airport) to help defray the cost of the engineering services and construction.
3. To assist in development of invitations to bid, receipt of bids, and prepare recommendation of Award and Contract to the Village of Ruidoso.
4. General construction management, engineering supervision and contract administration during construction.
5. Periodic or full-time on-site construction observation during project construction.
6. Multi Agency Compliance with rules and regulations.
7. To assist with the development of a financial plan for the Sierra Blanca Regional Airport.
8. To assist with Capital Improvement Planning and Programming for the Sierra Blanca Regional Airport.
9. To assist with the development of an economic development plan for the Sierra Blanca Airport.
10. To assist with the recruitment of commercial airline and/or commercial freight carrier services for the Sierra Blanca Regional Airport.

Contemplated Projects under this contract may include:

### **A. Master Plan and Updates**

- Capital Improvement Plan (CIP)
- Airport Action Plan
- Update Airport Layout Plan
- MALSR Approach Light System
- PAPI Glide Path Indicator
- ARFF Building Improvements
- Runway Improvements
- Taxiway Improvements
- Terminal Building Improvements
- Vehicle Parking Area
- Fire Department Sub-Station / Firefighting Base
- Fixed Based Operator (FBO)
- Other Miscellaneous items related to the Airport Master Plan.

### **B. Capital Improvement Planning and Development**

Prioritized Projects:

1. Rehab. Taxiway A, A1 and Apron (RS AP IM) (Preservation)
2. Relocate Fuel Farm
3. Airfield Electrical Vault Design and 6/24 Lighting and Navaid Upgrade
4. Update Master Plan (PL PL MA)
5. Replace ARFF Truck (F550)

Additional Projects:

- Design, Construction of airfield electrical improvements
- Rehab of Taxiway B, B1
- Ramp Rehab
- Design/Construction of Airport Terminal and Bathroom Improvements
- Design/Construction of T-Hangars for Twin Engine Aircraft
- Design/Construction of Hangars as per Airport Master Plan
- Rehab/preventive maintenance of existing T-Hangars
- Possible Design, Construction of Airport Master Plan Phase II hangar area, to include taxiway access
- Ramp Rehabilitation, crack seal, seal coat, paint remark – design
- Prepare Environmental assessments, impact analysis, DBE's, and SWPP's associated with projects
- Other projects that may be approved by the Village of Ruidoso over the 4-year period of this contract for services

### **C. Capital Equipment**

- Replace Enclosed Tractor with 18' Mower Deck
- Replace 1998 ARFF Oshkosh T-1500 Crash Rescue Truck
- Replace 2007 Ford F-550 Rapid Intervention Vehicle (RIV) Crash Rescue Truck

- Replace 1989 Oshkosh Snow Blower
- Replace 1989 Oshkosh Snowplow

#### **D. Special Services**

This category involves studies under the broad heading of airport system and master planning and includes, without limitation, as follows:

- Study designs to establish the framework and detailed work program
- Airport data collection and facility inventories
- Facility requirements determination
- Capital Improvement Planning and Programming
- Airport financing planning
- Project Coordination (Grant Management)

The above-contemplated projects are dependent upon federal AIP funding and State Aviation Division funding and approval of the Village of Ruidoso, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Village of Ruidoso reserves the right to initiate additional services not included in the initial procurement.

Services, as outlined in FAA Advisory Circular 150/5100-14E (2015) Chapter One, include engineering and planning services for all phases and required incidental services for some or all of the above projects which may be multiple FAA and/or NMDOT - Aviation Division grants funded.

# APPENDIX C – ACKNOWLEDGEMENT OF RECEIPT FORM

## RFP #2024-002P Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

This name and address will be used for all correspondence related to the Request for Proposal.

**Firm does/does not (circle one) intend to respond to this Request for Proposal.**

Village of Ruidoso  
313 Cree Meadows Dr  
Ruidoso, NM 88345  
E-mail: Purchasing@ruidoso-nm.gov

# APPENDIX D – LETTER OF TRANSMITTAL FORM

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

**Offeror Name:** \_\_\_\_\_ **FEIN#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items may result in the disqualification of the proposal.

1. Identity (Name) and Mailing Address of the submitting organization:

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

5. Use of Sub-Consultants (Select one)

\_\_\_\_\_ No Sub-Consultants will be used in the performance of any resultant contract OR

\_\_\_\_ The following Sub-Consultants will be used in the performance of any resultant contract:

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---

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

---

(Attach extra sheets, as needed)

7. \_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.  
\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.  
\_\_\_\_ I hereby acknowledge receipt of the following addenda to this RFP (if applicable)

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

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**Authorized Signature**

(Must be signed by the person identified in item #2, above.)

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**Date**

**APPENDIX E – CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village 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 Village 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 Consultant must disclose whether they, a family member or a representative of the prospective Consultant 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 Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant 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.





# APPENDIX F – DEBARMENT CERTIFICATION

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

## **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 entity, or the State of New Mexico or local public body department or agency;
2. Have not within a three year period preceding this proposal 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) 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) 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 grounds 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

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Date

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Signature of Authorized Representative

**APPENDIX G – NON-COLLUSION AFFIDAVIT**

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, 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 of 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: \_\_\_\_\_

## **APPENDIX H – ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

### **RFP #2024-002P**

#### **Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

The Village of Ruidoso, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed in Section IV.C.4. The business reference, in turn, is requested to submit the Reference Form directly to the Purchasing Agent at 313 Cree Meadows Drive, Ruidoso, NM 88345 by the date proposed in Section II. A. of this RFP for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

# ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

**RFP #2024-002P**

**Professional Engineering Services for Sierra Blanca Regional Airport (SBRA)**

*(Give this form to your Reference to return to the Village of Ruidoso)*

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(Name of Person/Company Requesting References)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned directly to the Village of Ruidoso via e-mail or mail at the following address no later than **November 10, 2023 by 5:00 pm** and **must not** be returned to the company requesting the reference.

Forms can be mailed, hand delivered, or emailed to:

Name: Purchasing Agent  
Address: 313 Cree Meadows Drive  
Ruidoso, NM 88345  
Telephone: 575-258-4343 Extension 1081  
Email: Purchasing@ruidoso-nm.gov

For questions or concerns regarding this form, please contact the Village of Ruidoso Purchasing Agent listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description:</b>	
<b>Project dates (starting and ending):</b>	
<b>Description of services provided:</b>	

QUESTIONS:

**Rating Scale: 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable**

1. In what capacity have you worked with this vendor in the past?  
Please Provide Comments:
  
  
  
  
  
  
  
  
  
  
2. How would you rate this firm's knowledge and expertise? \_\_\_\_\_  
Please Provide Comments:
  
  
  
  
  
  
  
  
  
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines? \_\_\_\_\_  
Please Provide Comments:
  
  
  
  
  
  
  
  
  
  
4. How would you rate the dynamics/interaction between the vendor and your staff? \_\_\_\_\_  
Please Provide Comments:
  
  
  
  
  
  
  
  
  
  
5. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behaviors or other factors on which you based the rating.

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

Please Provide Comments:

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

Please Provide Comments:

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

Please Provide Comments:

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

Please Provide Comments:

6. With which aspect(s) of this vendor's services are you most satisfied?

Please Provide Comments:

7. With which aspect(s) of this vendor's services are you least satisfied? How did the vendor address any issues?

Please Provide Comments:

8. What is your level of satisfaction with the overall services provided by the vendor? \_\_\_\_\_

Please Provide Comments:

9. Would you recommend this vendor's services to your organization again?

Please Provide Comments:

Thank you for your response to these questions. Your input will be very valuable in evaluating the services of this company.

**EXHIBIT A - PROPOSAL SUBMITTAL EXAMPLE (Note: This is only an Example)**

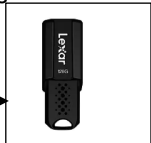
On the outside of the delivery package, please label the following:



Label on outside of package:  
 RFP #2023-XXXP and Title  
 Due Date: xx/xx/xx Time x:xx pm

**1. TECHNICAL PROPOSAL (Binder 1):** One original and five copies are to be submitted as follows (electronic version must be on a USB drive):

3 ring binder or similar (1 original (hard copy) and 5 copies and 1 USB drive): 1 USB Drive →



1 Original

5 Copies



Original



Copy



Copy



Copy



Copy



Copy

**Tabs inside of binders:**



- Tab A:** Table of Contents
- Tab B:** Response to Business Specifications
  - 1. Signed Letter of Transmittal Form (Appendix D)
  - 2. Signed Campaign Contribution Form (Appendix E)
  - 3. Debarment Certification (Appendix F)
  - 4. Non-Collusion Affidavit (Appendix G)
- Tab C:** Response to Technical Specifications
  - 1. List Criteria 1 with full detail
  - 2. List Criteria 2 with full detail
  - 3. List Criteria 3 with full detail
  - 4. List Criteria 4 with full detail
- Tab D:** Proposal Summary (Optional)
- Tab E:** Response to Contract Terms & Conditions (If applicable)
- Tab F:** Offeror's Additional Terms & Conditions (If applicable)
- Tab G:** Other Supporting Material (If applicable)