

**REQUEST FOR PROPOSALS
VILLAGE OF RUIDOSO (VOR)
RFP # 2019-007P
NIGP Commodity Code: 912-77**

**To Solicit Offer/s for the Purchase, or
to Solicit Applications from Qualified Grantees
for the Purpose of Selling or Development of the 3.9 Acres
of VOR Owned Property to Benefit Affordable Housing Program**

**Contracting Agency:
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345
575-257-2721**

Date Issued: February 1, 2019

Proposal due date: April 17, 2019

3:00 p.m. Mountain Time

**Billy Randolph
Purchasing Agent**

REQUEST FOR PROPOSAL

The Village of Ruidoso (VOR) is requesting from interested Parties (**Offeror**) or Qualified Grantees sealed proposals for the Purchase or Development of the VOR Property located at 600 Wingfield, Ruidoso, NM. Sealed Proposals will be received by the **VOR Purchasing Department, 311 Center Street, Ruidoso, NM 88345** for RFP # 2019-007P NIGP
Commodity Code: 912-77

A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals will be received by **3:00 p.m. Mountain Time Wednesday, April 17, 2019** at the VOR Purchasing Department, **c/o Billy Randolph, 311 Center St., Ruidoso, NM 88345.**

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

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

Billy Randolph
VOR Purchasing Agent

For Contracting Agency's Use Only)

Newspaper	<u>Ruidoso News</u>	Publish Date
Newspaper	<u>Albuquerque Journal</u>	Publish Date
Newspaper	<u>Las Cruces Sun Times</u>	Publish Date
Newspaper	<u>Roswell Daily Record</u>	Publish Date

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

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**VILLAGE OF RUIDOSO
REQUEST FOR PROPOSAL RFP#2019-007P
NIGP Commodity Code: 912-77**

The Village of Ruidoso (VOR) is requesting from interested Parties (Offeror) or Qualified Grantees sealed proposals for the Purchase or Development of the VOR Property located at 600 Wingfield, Ruidoso, NM. Sealed Proposals will be received by the Village of Ruidoso Purchasing Department, 311 Center Street, Ruidoso, NM 88345 for RFP # 2019-007P NIGP Commodity Code: 912-77

to be delivered to the VOR Purchasing Department at 311 Center St., Ruidoso, NM on Wednesday, April 17, 2019 at 3:00 pm mountain time.

The Proposal contents will not be read aloud. They will be evaluated and scored by an evaluation committee who will make a recommendation to the Workforce Housing Advisory Board. The VOR Workforce Housing Advisory Board will then review and provide a recommendation for award(s) to the Village of Ruidoso Governing Body based on the offer(s) in regard to specific criteria outlined in this Request for Proposals.

The purpose of this Request for Proposals (hereinafter "RFP") is a means of soliciting proposals from Interested Party or Parties (hereinafter "Offeror") giving an opportunity to purchase the Village of Ruidoso (hereinafter "VOR") Property (Attachment #2) located at 600 Wingfield, Ruidoso, NM (hereinafter "VOR Property") that may result in the highest and best use of the property (Attachment #2). Interested Offerors shall submit their proposal at a proposed amount that would be equal or greater than appraised value.

1. If an acceptable Offer to purchase is awarded, the VOR will place the proceeds in the Affordable House Trust Fund and consider providing grants to a Qualified Grantee in accordance with the VOR's Ordinance 2016-02 (Attachment #1), an Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.
2. If no acceptable proposal is awarded to an Offeror the VOR will consider Proposals from Qualified Grantee for the development of the VOR property in accordance with the VOR's Ordinance 2016-02 (Attachment #1), an Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.

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

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

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

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

Proposals may be mailed to: Village of Ruidoso
Purchasing Agent, Billy Randolph
313 Cree Meadows Dr.
Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso
Purchasing Department
311 Center St.
Ruidoso, NM 88345

It is the Offerors or Qualified Grantees responsibility to see that the Proposal arrives on time.

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

SPECIFIC CONDITIONS

1. Proposals must be received by **Wednesday April 17, 2019** at 3:00 pm Mountain Time. Proposals received after the deadline will be kept on file unopened and will be opened and considered only in the event that all other proposals are deemed non-responsive.
2. Offeror shall submit on the attached bid form provided as **Attachment #3**
3. Offeror shall provide a **Bid Surety** in the form of a Bid Bond in the amount of \$1,000, or a money order/cashier's check made payable to the Village of Ruidoso. The purpose of this requirement is to ensure only responsive offeror submit a proposal. The Bid Bond or Money Order/Cashier's Check will be returned if you are not the highest responsive bidder. If the highest bidder cannot demonstrate the ability to financially purchase the Property (Attachment #2), after the award has been made, the VOR will retain the Bond or Money Order/Cashier's Check. *This only applies to Offerors who propose to Purchase the property (Attachment #2).*
4. A recommendation from the VOR Workforce Housing Advisory Board will be taken before the VOR Governing Body for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the VOR determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
5. Offeror whose proposal to purchase the property (Attachment #2) for purposes other than affordable housing, will have to propose a dollar amount equal to or greater than appraised value. The proceeds from the sale will be dedicated to the VOR Affordable Housing Trust Fund. The VOR reserves the right to accept or reject any or all proposals.

Example:

Assuming the property (Attachment #2) is currently 3.9 Acres with a value of \$ 200,000 per acre (2005 appraised valued the property at 4.96 acres at \$1,000,000 which is equal to \$200,000.)

The proposed bid will be \$1,000 per acre above current appraised value.

**If the appraisal comes in at \$250,000 per acre the bid would be \$251,000 per acre.
For a total of \$251,000 X 3.9= \$978,900**

6. Qualified Grantees who propose to develop the property (Attachment #2) or request a grant from the affordable housing trust fund shall submit an application as outlined in the VOR's Affordable Housing plan in accordance with the VOR Ordinance 2016-02 (Attachment #1) (An Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.)
 1. Determination of applicant eligibility as a Qualified Grantee. (Section 4. GENERAL REQUIREMENTS. (B. Application Eligibility)). **Shall be included in**

the proposal.

2. Application for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or property, to participate in any Affordable Housing Program are required to submit to the Village the following. (Section 4. GENERAL REQUIREMENTS. (C. Application) of the ordinance attached). **Shall be included in the proposal.**
3. **Upon acceptance,** the following additional requirements shall apply to any Applicant who is a Qualifying Grantee: (Section 4. GENERAL REQUIREMENTS. (D - J) of the ordinance attached).

Proposed Dates

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

Action	Responsibility	Date
Proposal issued	VOR	February 1, 2019
Deadline to submit additional written questions	Potential Offerors	February 20, 2019
Response (Addenda to written questions)	VOR	February 21, 2019
Proposal Submission Deadline	Potential Offerors	April 17, 2019
Proposal Evaluation	VOR and Evaluation Committee	April 18, 2019
VOR Governing Body acts on Recommendations to approves or deny award of RFP	VOR Council	May 14, 2019
Contract negotiations Completed and Governing Body makes final decision	VOR Council	TBD

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

EXPLANATION OF EVENTS

1. ***Issue Proposal.*** This RFP is being issued by the VOR. Additional copies of this RFP can be obtained from the Purchasing Agent.
2. ***Deadline to submit additional written questions.*** Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on the Deadline to Submit Additional Written questions specified above. All written questions must be addressed to the Purchasing Agent.

3. **Response to Written Questions/RFP Amendments.** Written responses to written questions and any RFP Amendments will be distributed to each potential Offeror or Applicants for Qualified Grantees whose name appears on the procurement distribution list.
4. **Submission of Proposal to VOR.** One (1) original and five (5) copies of proposals must be received by the Purchasing Agent no later than Wednesday April 17, 2019 at 3:00 pm Mountain Time, the deadline for Submission of proposals to VOR set forth above. Proposals received after the deadline will not be accepted. Proposals must be addressed and delivered to the Purchasing Agent at the address given above and labeled on the outside of a sealed package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile will not be accepted.
5. The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offerors that timely submitted proposal. Pursuant to §13-1-116 NMSA, 1978 the contents of any proposal will not be disclosed to competing Offerors during the evaluation and negotiation process.
6. **Proposal Evaluation.** The evaluation of proposals will be performed Members from the Workforce Housing Advisory Board will be selected along with the Village Manager and Community Development Director to evaluate the proposals and applications. The Purchasing Agent may, but shall not be required to, initiate discussions with one or more Offerors for the purpose of clarifying aspects of the proposals. Discussions may not be initiated by the Offerors.
7. **Selection of Finalists.** The **VOR Workforce Housing Advisory Board** will select, and the Purchasing Agent will notify, the finalist(s). Only finalists will be invited to participate in the subsequent steps of the procurement. The **VOR Workforce Housing Advisory Board may request** oral presentations from Qualified Grantee's, if any, will be determined at that time.
8. **Contract Finalization.** A contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the VOR reserves the right to undertake contract negotiations with other Offeror(s) without undertaking a new procurement process.
9. **Contract Award.** The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is (are) most advantageous, taking into consideration the evaluation factors set forth in this RFP. The date of award specified above is subject to change at the discretion of the Agency.
10. **Protest Deadline.** Any protest by an Offeror must be in conformance with §13-1-172 NMSA, 1978 and applicable procurement regulations. The 15 day protest period shall begin on the day following the contract award. A protest must be written and must include the name and address of the protestor, identify the RFP by name and number, contain a statement of grounds for protest, include appropriate supporting exhibits, and specify the

ruling requested. The protest must be addressed and delivered to the Purchasing Agent and the VOR Manager. Protests received after the statutory deadline will not be accepted.

1. PROJECTS IDENTIFIED FOR RFP

The purpose of this Request for Proposals (hereinafter "RFP") is a means of soliciting proposals from Interested Parties (hereinafter "Offeror") giving an opportunity to purchase the Village of Ruidoso (hereinafter "VOR") Property (Attachment #2) located at 600 Wingfield, Ruidoso, NM (hereinafter "VOR Property") that may result in the highest and best use of the property. Interested Offerors shall submit their proposal at a proposed amount equal to or greater than appraised value.

1. If an acceptable Offer to purchase is awarded the VOR will place the proceeds in the Affordable House Trust Fund and consider providing grants to a Qualified Grantee in accordance with the VOR's Ordinance 2016-02 (Attachment #1) an Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.
2. If no acceptable proposal is awarded to an Offeror the VOR will consider Proposals from Qualified Grantee for the and development of the VOR property in accordance with the VOR Of Ruidoso's Ordinance 2016-02 (Attachment #1) an Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.

2. SUBMISSION OF PROPOSALS

All proposals MUST be received no later than **Wednesday April 17, 2019** at 3:00 pm Mountain Time.

Proposals received after **Wednesday April 17, 2019** at 3:00 pm Mountain Time will not be accepted. The Purchasing Department will record the date and time of each proposal when they are received. Proposals must be addressed and delivered to Village of Ruidoso, Billy Randolph, Purchasing Department, 311 Center St., Ruidoso, NM 88345. Proposals must be labeled on the bottom left hand side on the front of the package to clearly indicate the **RFP #2019-007P NIGP Commodity Code: 912-77**. The Purchase or Development of the 3.9 Acres of VOR Owned Property to Benefit Affordable Housing

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

An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter. The VOR will not merge,

collate or assemble proposal materials. **Faxed or Electronic Proposals Will Not Be Accepted.**

3. FORM OF PROPOSALS

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

A. Number of Responses

Only one proposal may be submitted by each Offeror or Qualified Grantees of this RFP.

B. Number of Copies

Each Offeror or Qualified Grantees may submit only one (1) original with five (5) copies of the proposal or Application.

C. Offeror shall provide a Bid Surety in the form of a Bid Bond in the amount of \$1000, or a money order/cashier's check made payable to the Village of Ruidoso. The purpose of this requirement is to ensure only responsive offeror submit a proposal. The Bond or Money Order will be returned if you are not the highest responsive bidder. If the highest bidder and cannot demonstrate the ability to financially purchase the Property at your bid the VOR will retain the Bond or Money Order/Cashier's Check. ***This only applies to Offerors to Purchase the property.***

D. Proposal Format

1. The proposal from Offeror to purchase shall be submitted on attached proposal form (Attachment # 3)
2. Proposal submitted by a Qualified Grantee shall be submitted in accordance with requirement established in VOR's Ordinance 2016-02 (Attachment # !)

4. EVALUATION CRITERIA

Members from the Workforce Housing Advisory Board will be selected along with the Village Manager and Community Development Director to evaluate the proposals and applications based on the following Sections.

1. Offeror whose proposal to purchase the property (Attachment #2) for purposes other than affordable housing will have to propose a dollar amount equal to or greater than the appraised value. The proposal will be evaluated based on the highest value above Appraised Value. Only responsive offers will be evaluated.

2. Qualified Grantees who propose to develop the property (Attachment #2) or request a grant from the affordable housing trust fund shall **be evaluated** in accordance with the VOR Ordinance 2016-02 (Attachment #1) (An Ordinance Establishing an Affordable Housing Program Pursuant to the Affordable Housing Act.) herein attached.
 - a. Determination of applicant Eligibility as a Qualified Grantees. (Section 4. GENERAL REQUIREMENTS. (B. Application Eligibility)). **Shall be included in the proposal.**
 - b. Application for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or property, to participate in any Affordable Housing Program are required to submit to the Village the following. (Section 4. GENERAL REQUIREMENTS. (C. Application)). **Shall be included in the proposal.**
 - c. **Upon acceptance,** the following additional requirements shall apply to any Applicant who is a Qualifying Grantee: Section 4. GENERAL REQUIREMENTS. D - J.

A. INTRODUCTION

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

B. DUE DATE

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

Mr. Billy Randolph
Purchasing Department
Village of Ruidoso
311 Center St.
Ruidoso, NM 88345

no later **Wednesday April 17, 2019** at 3:00 pm Mountain time. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. There is no mail delivery to the Purchasing Department physical address.

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

Village of Ruidoso
Purchasing Dept.
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

Village of Ruidoso
Purchasing
311 Center St,
Ruidoso, New Mexico 88345.

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

C. INQUIRIES

1. Questions and/or clarifications concerning this RFP will be accepted in writing through February 20, 2019 by 4:30 pm Mountain Time. Requests may be transmitted via e-mail. Written response to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, will be issued by February 21, 2019 by 4:30 pm Mountain time. No Offeror may rely upon oral responses made by any VOR employee or any representative of the Village. Questions and/or clarifications concerning this RFP shall be directed to:

Billy Randolph
Purchasing Agent
575-257-2721 FAX 575-257-2628
Email: billyrandolph@ruidoso-nm.gov

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

4. EVALUATION AND PRESENTATIONS

A. CRITERIA FOR AWARD

1. Members from the Workforce Housing Advisory Board along with the Village Manager and Community Development Director to evaluate all responsive proposals and applicants and detailed proposals.
2. The evaluation committee may request to conduct oral presentations or a combination of both, unless otherwise indicated in this RFP.

5. GENERAL CONDITIONS

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

Billy Randolph – Purchasing Agent 575-257-2721

Timothy P. Dodge Community Development Director 575-258-4343

3. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the offeror and the required information must be provided. The contents of the proposal submitted by the successful offeror of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.
4. A public log will be kept of the names of all Offerors who submit proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process. The contents of the proposal submitted by the successful offeror will become public record upon award and may become a part of any contract approved as a result of this request for proposal. Proposals are subject to provisions of State Law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the VOR Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The VOR will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential”. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential

portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

5. Any pages marked "PROPOSAL FORM" included in this request for proposals packet shall be completed and submitted as part of the proposal.
6. **Addendum:** A written, or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda. Addenda will be mailed by certified mail with return receipt requested, by facsimile, email, or hand delivered to all who are known by the Contracting Agency to have received a complete set of Request for Proposals. Copies of addenda will be made available for inspection wherever Request for Proposal is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals. Verbal responses and/or representation are not acceptable.
7. **Payment Terms:** For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. Payments shall be paid to Proposer on the condition that the Proposer has accomplished the services to the satisfaction of the Village. Any taxes (specifically including the New Mexico Gross Receipts Tax), licenses, or other governmental fees and charges, are the responsibility of the Proposer. Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the VOR Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.
8. **Evaluation Committee:** Proposals will be reviewed by an Evaluation committee. Offerors who are deemed, on the basis of the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions or interviews regarding their proposals. Discussion may cover cost, methods of delivery, and other relevant factors. Offerors will be ranked based on selection criteria and/or information presented during discussions/interview(s). A Recommendation will be taken before the VOR Governing Body for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the VOR determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
9. **Indemnification:** The successful offeror expressly agrees to defend, indemnify and save harmless the VOR and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any

injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

10. **Commence Work:** The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the VOR. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
11. **Modifications and Withdrawal of Proposals:** A proposal containing a mistake discovered before the proposal opening may be modified or withdrawn by an offeror. Modifications must be delivered in written form in a sealed envelope prior to the due date of the proposal. Withdrawals may be faxed to the VOR Purchasing department prior to the due date of the proposal. After the due date of the proposal, no modifications or withdrawal of proposal will be permitted.
12. **Proposals Binding 60 days:** Unless otherwise specified, all proposals submitted shall be binding for sixty (60) calendar days following the due date of the request for proposal, unless the offeror(s), upon request of the Purchasing Agent, agrees to an extension.
13. **Equivalency:** The VOR hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the Village. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal.**
14. **Kickback Statement:** The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).
15. **Non-Collusion:** In signing this bid or proposal, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any

other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

16. **Non-discrimination:** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
17. **Equal Opportunity Employer:** The VOR is an affirmative action and equal opportunity employer. The VOR does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the VOR nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, 313 Cree Meadows Dr. Ruidoso, NM 88345.
18. **Assignment:** Responding offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the VOR of Ruidoso.
19. **Independent Contractors:** The consultant and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.
20. **Subcontractors:** The Offeror shall not subcontract any portion of the services to be performed under this request for proposal without written approval from the "VOR.
21. **Offeror to whom award of an Agreement** is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§13-1-82 NMSA 1978.)
22. **Notice of award:** After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).
23. **Public Information:** The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and overall evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). Individual scores and rankings by each committee member shall be confidential to protect the integrity of the evaluation committee.

- 24. Technical Irregularities:** The VOR shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).
- 25. Responsible Offeror:** If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).
- 26. Protests:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978). In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978). The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978). The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall: A. State the reasons for the action taken; and B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).
- 27.** Offerors shall have no claim against the VOR for failure to obtain information made available by the VOR which the Offeror could have remedied through the exercise of due diligence.
- 28. Signing of proposals and authorization to negotiate:** The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the VOR in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the Village.
- 29. Notice of Contract Requirements binding on Offeror:** In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals. Laws and Regulations: The Offeror's attention is directed to all

applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

30. Rejection or Cancellation of Proposals: This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

31. Campaign Disclosure Form: Pursuant to Chapter 81, Laws of 2006, any prospective contractor (CONTRACTOR or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal.

32. Laws and Regulations: This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the VOR. The VOR also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.

33. Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate. Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds. The application for preference may be downloaded from <http://www.tax.newmexico.gov>.

a. Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department.

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

b. Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department.

Ten (10) percent (%) of the total weight of all the factors used in evaluating the proposals may be awarded to an Offeror who qualifies as a Resident Veteran

Business with annual revenues of \$3M or less. These point will be added to the total points received for the criteria:

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

Example: An RFP has a total value of 100 points. Five proposals are received: one from a Resident Business with 5% preference, one from a Resident Veteran Business with 10% preference, and three non-resident businesses. The Resident Business would receive 5 points and the Resident Veteran Business would receive 10 points which would be added to their already evaluated scores, thereby making it possible for the highest score to be 110.

VETERANS PREFERENCE CERTIFICATION

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

Please check box:

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

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

**PROPOSAL FORM
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS MADE TO: ELECTED OFFICIALS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—OR—

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

Signature

Title (Position)

Date

PROPOSAL FORM

Form W-9
Rev. October 2015
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required or file a line on the return that is blank

2 Business name (if regarded as an entity name, it differs from above)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust or estate

Limited liability company, enter the tax classification on the LLC certification, S-S corporation, F-Exemptible LLC

Note: Check the appropriate box if the filer is also the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is not registered with the state unless the owner of the LLC is another LLC that is not a disregarded filer. In cases for U.S. federal tax purposes. Otherwise, a single member LLC that is a disregarded filer the owner should check "C" appropriate see for the tax classification of filer owner

Other (see instructions)

4 Example codes apply only to certain entities, not individuals; see instructions on page 3.

5 Business number, stock and split sale no. (See instructions)

6 City, state, and ZIP code

7 List account number(s) for location

8 Enter requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is a year employer identification number (EIN), if you do not have a number, see how to get a TIN, later.

9 Social security number

10 Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Address to Give the Requester for guidelines on which name to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from U.S. GA reporting is correct.

Read the instructions. You must check one of box 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or additions to an individual retirement arrangement (IRA) and general payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you (or other amount reportable on an information return). Purpose of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividend, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (dividend)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

Village of Ruidoso

New Vendor Information

INTERNAL USE ONLY	
Date:	_____
Dept.:	_____
P.O.C.:	_____

Please provide the following information along with your W-9:

Name of Business: _____

Physical Address: _____

Remittance Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Terms/Net Due: _____

Contact Person: _____

*NM CRS# (if applicable): _____

*Village of Ruidoso holds a Type 9 NTTC.

**Description of Purchase: _____

**If work is being performed on Village Property, a Certificate of Insurance will be required.

This information needs to be provided to:

Fax: 575-258-4639
Phone: 575-258-4343

Internal information only

➡	Do we have?
➡	W9
➡	Certificate of Insurance (if applicable)
➡	NTTC (if applicable)

**PROPOSAL FORM
RELATED PARTY DISCLOSURE**

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

Yes ___ No ___

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

Yes ___ No ___

Receiving, furnishing of goods, services or facilities? Yes ___ No ___

Commissions or royalty payments? Yes ___ No ___

3. Does any member of the Governing Body of the Village of Ruidoso, elected Village of Ruidoso officials, Administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Signature of Owner or Company President

Date

Print Name and Title _____

NON-COLLUSION AFFIDAVIT

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 or proposal/bid, said bidder:

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

By: _____ Date: _____

SUBSCRIBED and sworn to before me this _____ day of _____ 2018.

Notary Public: _____

My commission expires: _____

ATTACHMENT #1
VILLAGE OF RUIDOSO
ORDINANCE 2016-02

**AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING PROGRAM
PURSUANT TO THE AFFORDABLE HOUSING ACT; DEFINING TERMS;
ESTABLISHING APPLICATION REQUIREMENTS AND REVIEW CRITERIA;
AND ESTABLISHING PROCEDURES TO ADMINISTER AN AFFORDABLE
HOUSING PROGRAM.**

WHEREAS, Ruidoso, New Mexico (the "Village") is a unit of local government under the laws of the State of New Mexico (the "State"); and

WHEREAS, under an exception to the "anti-donation" clause) as set forth in Article IX, §14 of the New Mexico Constitution, the Village is not prohibited from:

- A. Donating or otherwise providing or paying a portion of the costs of land for the construction on it of affordable housing, or;
- B. Donating or otherwise providing or paying a portion of the costs of construction or renovation of affordable housing, or the costs of conversion or renovation of buildings into affordable housing, or;
- C. Providing or paying the costs of financing or infrastructure necessary to support affordable housing projects;
- D. Donating or otherwise paying a portion of the costs of acquisition, development, construction, financing and operating or owning affordable housing; and

WHEREAS, the Affordable Housing Act, NMSA 1978 § 6-27-1 *et seq.* (the "Act") implements the provisions of Subsections E and F of Section 14 of Article 9 of the New Mexico Constitution; and

WHEREAS, the Village Council ("Council"), the governing body of the Village of Ruidoso, desires to implement an affordable housing program for the Village; and

WHEREAS, the Council has adopted an Affordable Housing Plan (Resolution 2015-14) pursuant to the Act and the New Mexico Mortgage Finance Authority Affordable Housing Rules ("Rules"); and

WHEREAS, this Ordinance has been drafted in accordance with the Affordable Housing Plan; and

WHEREAS, the New Mexico Mortgage Finance Authority (MFA) has reviewed and approved the Plan and the form and terms of this Ordinance prior to final adoption hereof.

NOW THEREFORE, be it ordained by the governing body of the Village of Ruidoso, State of New Mexico:

Section 1. SHORT TITLE.

This article may be cited as the "Affordable Housing Ordinance."

Section 2. PURPOSE.

This ordinance is adopted to implement the Village of Ruidoso Affordable Housing Plan. In accordance with the N.M. Constitution, Article IX, §14, the Affordable Housing Act, NMSA 1978, §6-27-1 *et seq.* (the "Act"), NMMFA Rules, the purpose of the Affordable Housing Ordinance is to:

- A. Establish procedures to ensure that State and local housing assistance grantees are Qualifying Grantees who meet the requirements of the Act and the Rules promulgated pursuant to the Act both at the time of the award and throughout the term of any grant or loan under the Program;
- B. Establish an application and award timetable for State housing assistance grants or loans to permit the selection of the Qualifying Grantee(s) by the Village.
- C. Create an evaluation process to determine in conjunction with the MFA:
 - 1. The financial and management stability of the Applicant;
 - 2. The demonstrated commitment of the Applicant to the community;
 - 3. A cost-benefit analysis of the project proposed by the Applicant;
 - 4. The benefits to the community of a proposed project;
 - 5. The type or amount of assistance to be provided;
 - 6. The scope of the Affordable Housing Project;
 - 7. Any substantive or matching contribution by the Applicant to the proposed project;
 - 8. A performance schedule for the Qualifying Grantee with performance criteria; and
 - 9. Any other rules or procedures the Village believes are necessary for a full review and evaluation of the Applicant and the Application or which the MFA believes is necessary for a full review of the Village's evaluation of the Applicant;
- D. Require long-term affordability of the Village of Ruidoso Affordable Housing Projects so that a project cannot be sold shortly after completion and taken out of the affordable housing market;
- E. Require that a grant or loan for a project must impose a contractual obligation on the Qualifying Grantee that the affordable housing units in any project be occupied by persons of low or moderate income as defined in this Ordinance;
- F. Provide for adequate security against the loss of public funds or property in the event that the Qualifying Grantee abandons or otherwise fails to complete the project;
- G. Require review and approval of a housing grant project budget by the Village and/or the MFA before any expenditure of grant funds or transfer of granted property;
- H. Require that a condition of grant or loan approval be proof of compliance with all applicable State and local laws, rules and ordinances;
- I. Provide definitions for "low-income" and "moderate-income" and set out requirements for verification of income levels; and

- J. Require that the Village enter into a contract with the Qualifying Grantee consistent with the Act, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee and which contract shall be subject to the review of the MFA in its discretion;

Section 3. DEFINITIONS.

The following words and terms shall have the following meanings.

- A. "Act" shall mean the Affordable Housing Act, NMSA 1978, §6-27-1 *et seq.*
- B. "Affordability Period" shall mean:
1. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from one dollar (\$1.00) to fourteen thousand nine hundred ninety nine dollars and ninety nine cents (\$14,999.99), then the Affordability Period shall be not less than five (5) years.
 2. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from fifteen thousand dollars (\$15,000.00) up to and including forty thousand dollars (\$40,000.00), then the Affordability Period shall be not less than ten (10) years.
 3. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from forty thousand dollars (\$40,000.00) up to and including one hundred thousand dollars (\$100,000.00), then the Affordability Period shall be not less than fifteen (15) years.
 4. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is greater than one hundred thousand dollars (\$100,000.00), then the Affordability Period shall be not less than twenty (20) years.
- C. "Affordable" shall mean consistent with minimum rent and/or income limitations set forth in the MFA Act and in guidelines established by MFA.
- D. "Affordable Housing" means residential housing primarily for persons or households of low or moderate income.
- E. "Affordable Housing Funds" shall mean any or all funds awarded or to be awarded, loaned or otherwise distributed under the Act.
- F. "Affordable Housing Plan" or "Plan" shall mean a plan pursuant to detailed research and analysis of the community and housing profile, including a review of land use and policy regarding land use, which produces a housing needs assessment for low and moderate income households in that locality.
- G. "Affordable Housing Program" or "Program" shall mean any programs the Village establishes pursuant to the Act and based on the findings of the approved Village of Ruidoso Affordable

Housing Plan.

- H. "Affordable Housing Project" or "Project" shall mean any work or undertaking, whether new construction, acquisition of existing Residential Housing, remodeling, improvement, rehabilitation or conversion, which may be developed in one or more phases, as approved by the Village and/or the MFA for the primary purposes as allowed by the Act and in compliance with the findings of the Village of Ruidoso Affordable Housing Plan.
- I. "Applicant" shall mean an individual, a governmental housing agency, regional housing authority, a for-profit organization, including a corporation, limited liability company; partnership, joint venture, syndicate, or association or a nonprofit organization meeting the appropriate criteria set by the Village and/or the MFA.
- J. "Application" shall mean an application to participate in one or more Affordable Housing Projects or Programs under the Act submitted by an Applicant to the Village.
- K. "Builder" shall mean an individual or entity licensed as a general contractor to construct Residential Housing in the State that satisfies the requirements of a Qualifying Grantee and has been approved by the Village and/or the MFA to participate in an Affordable Housing Program. The term "Builder" shall also include an individual or entity that satisfies the requirements of a Qualifying Grantee and has been approved by the Village and/or the MFA to participate in an Affordable Housing Program, who is not licensed as a general contractor in the State, provided such individual or entity contracts with a general contractor licensed in the State to construct Residential Housing.
- L. "Building" shall mean a structure capable of being renovated or converted into Affordable Housing or a structure that is to be demolished and is located on land donated for use in connection with an Affordable Housing Project.
- M. "Congregate Housing Facility" shall mean Residential Housing designed for occupancy by more than four Persons of Low or Moderate Income living independently of each other. The facility may contain group dining, recreational, health care or other communal living facilities and each unit in a Congregate Housing Facility shall contain at least its own living, sleeping, and bathing facilities.
- N. "Federal Government" shall mean the United States of America and any agency or instrumentality, corporate or otherwise, of the United States of America.
- O. "Household" shall mean one or more persons occupying a housing unit.
- P. "Housing Assistance Grant" means the donation, provision or payment by the Village of:
 - 1. Land upon which affordable housing will be constructed;
 - 2. An existing Building that will be renovated, converted or demolished and reconstructed as Affordable Housing; or
 - 3. The costs acquisition, development, construction, financing, and operating or owning affordable housing; or

4. The costs of financing or infrastructure necessary to support Affordable Housing.
- Q. "HUD" shall mean the United States Department of Housing and Urban Development.
- R. "Infrastructure" shall mean Infrastructure Improvements and Infrastructure Purposes.
- S. "Infrastructure Improvement" includes, but is not limited to:
1. Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;
 2. Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;
 3. Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;
 4. Areas for motor vehicle use for road access, ingress, egress and parking;
 5. Trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for access, ingress, egress and parking;
 6. Parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;
 7. Landscaping, including earthworks, structures, plants, trees and related water delivery systems;
 8. Electrical transmission and distribution facilities;
 9. Natural gas distribution facilities;
 10. Lighting systems;
 11. Cable or other telecommunications lines and related equipment;
 12. Traffic control systems and devices, including signals, controls, markings and signs;
 13. Inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and
 14. Heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.
- T. "Infrastructure Purpose" shall mean:
1. Planning, design, engineering, construction, acquisition or installation of Infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the Infrastructure, provided the Village may determine it appropriate to reduce or waive building permit fees, sewer and water hook-up fees and other fees with respect to an Affordable Housing Project for which Affordable Housing Funds and/or Housing Assistance Grants are awarded, loaned, donated or otherwise distributed under the Act;

2. Acquiring, converting, renovating or improving existing facilities for Infrastructure, including facilities owned, leased or installed by the owner;
 3. Acquiring interests in real property or water rights for Infrastructure, including interests of the owner; and
 4. Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection.
- U. "MFA" shall mean the New Mexico Mortgage Finance Authority.
- V. "MFA Act" shall mean the Mortgage Finance Authority Act, enacted as Chapter 303 of the Laws of 1975 of the State of New Mexico, as amended (being Sections 58-18-1 through 58-18-27, inclusive, N.M.S.A (1978), as amended).
- W. "Mortgage" shall mean a mortgage, mortgage deed, deed of trust or other instrument creating a lien, subject only to title exceptions as may be acceptable to the Village and/or the MFA, on a fee interest in real property located within the State or on a leasehold interest that has a remaining term at the time of computation that exceeds or is renewable at the option of the lessee until after the maturity day of the Mortgage Loan.
- X. "Mortgage Lender" shall mean any bank or trust company, mortgage company, mortgage banker, national banking association, savings bank, savings and loan association, credit union, building and loan association and any other lending institution; provided that the mortgage lender maintains an office in the State, is authorized to make mortgage loans in the State and is approved by the Village and/or the MFA and either the Federal Housing Authority, Veterans' Affairs, Federal National Mortgage Association (now known as Fannie Mae), or Federal Home Loan Mortgage Corporation.
- Y. "Mortgage Loan" shall mean a financial obligation secured by a Mortgage, including a Mortgage Loan for a Project.
- Z. "Multiple Family Housing Project" shall mean Residential Housing that is designed for occupancy by more than four persons or families living independently of each other or living in a Congregate Housing Facility, including without limitation Persons of Low or Moderate Income who are elderly and handicapped as determined by the Village and/or the MFA, provided that the percentage of low-income persons and families shall be at least the minimum, if any, required by federal tax law.
- AA. "Multi-Family Housing Program" shall mean a program involving a Congregate Housing Facility, a Multiple Family Housing Project or a Transitional Housing Facility.
- BB. "Persons of Low or Moderate Income" shall mean persons and families who are determined to lack sufficient income to pay enough to cause private enterprise to build an adequate supply of decent, safe and sanitary residential housing in the Village and whose incomes are below the income levels established by the MFA and the Plan to be in need of the assistance made available by the Act, taking into consideration, without limitation, such factors as defined under the Act. For purposes of this definition, the word "families"

shall mean a group of persons consisting of, but not limited to, the head of a household; his or her spouse, if any; and children, if any, who are allowable as personal exemptions for Federal income tax purposes. In accordance with the Plan, persons of low and moderate income who are eligible for assistance in accordance with the plan are as follows:

1. Persons of low income shall mean persons in households with annual gross incomes below 60% of Area Median Income for Lincoln County as approved and published each year by MFA and verified by the Village.
 2. Persons of Moderate Income shall mean persons in households with annual gross incomes between 60% and 80% of Area Median Income for Lincoln County as approved and published each year by MFA and verified by the Village.
 3. For purposes of this definition, "annual gross income" shall mean the annual anticipated income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR Section 5.609.
- CC. "Ordinance" shall mean this Ordinance (No. 2016-02).
- DD. "Policies and Procedures" shall mean Policies and Procedures of the MFA, including but not limited to, Mortgage Loan purchasing, selling, servicing and reservation procedures, which the MFA may update and revise from time to time as the MFA deems appropriate.
- EE. "Public Service Agencies" shall include, but are not limited to, any entities that support Affordable Housing and which believe that the program or project proposed by the Applicant is worthy and advisable, but which are not involved, either directly or indirectly, in the Affordable Housing Program or Project for which the Applicant is applying.
- FF. "Qualifying Grantee" means:
1. An individual who is qualified to receive assistance pursuant to the Act and is approved by the Village; and
 2. A governmental housing agency, regional housing authority, corporation, a limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that:
 - a) Is organized under State or local laws and can provide proof of such organization;
 - b) If a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and
 - c) Is approved by the Village.
- GG. "Recertification" shall mean the recertification of Applicants and/or Qualifying Grantees participating in any Affordable Housing Programs or in any programs under the Act as determined necessary from time to time by the Village and/or the MFA.

- HH. II. "Rehabilitation" shall mean the substantial renovation or reconstruction of an existing single-family residence or a Multi-Family Housing Project, which complies with requirements established by the MFA. Rehabilitation shall not include routine or ordinary repairs, improvements or maintenance, such as interior decorating, remodeling or exterior painting, except in conjunction with other substantial renovation or reconstruction.
- II. "Residential Housing" shall mean any Building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more Households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. "Residential Housing" includes congregate housing, manufactured homes and housing intended to provide or providing transitional or temporary housing for homeless persons.
- JJ. "Residential Use" shall mean that the structure or the portion of the structure to benefit from the Affordable Housing Funds or Housing Assistance Grant is designed primarily for use as the principal residence of the occupant or occupants and shall exclude vacation or recreational homes.
- KK. "RFP" shall mean any request for proposals made by the Village.
- LL. "Rules" shall mean the New Mexico Mortgage Finance Authority Affordable Housing Act Rules adopted pursuant to Section 6-27-8(B) NMSA 1978.
- MM. "State" shall mean the State of New Mexico.
- NN. "Transitional Housing Facility" shall mean residential housing that is designed for temporary or transitional occupancy by Persons of Low or Moderate Income or special needs.
- OO. "Village" shall mean the Village of Ruidoso, New Mexico, a unit of local government under the Constitution and laws of the State of New Mexico.

Section 4. GENERAL REQUIREMENTS.

The following requirements shall apply to all Housing Assistance Grants and/or Affordable Housing Funds awarded, loaned or otherwise distributed by the Village under the Act to a Qualifying Grantee.

- A. Request for Proposals. The Village, in its discretion, may issue one or more RFPs to solicit applications from Applicants or shall otherwise identify a Qualifying Grantee for the use of any Affordable Housing Funds or Housing Assistance Grants to be awarded, loaned, donated or otherwise distributed under the Act.
- B. Applicant Eligibility. The following Applicants are eligible under the Act to apply for Affordable Housing Funds or a Housing Assistance Grant to provide housing or related services to Persons of Low or Moderate Income in the community:
- (i) All individuals who are qualified to receive assistance pursuant to the Act, the Rules, and this Ordinance that are approved by the Village;

- (ii) All regional housing authorities and any governmental housing agencies;
- (iii) All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate or association;
- (iv) All non-profit organizations meeting the following requirements:
 - (a) A primary mission of the nonprofit organization must be to provide housing or housing-related services to Persons of Low or Moderate Income; and
 - (b) The non-profit organization must have received its 501(c)(3) designation prior to submitting an Application;
 - (c) Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (v) All non-individual Applicants must:
 - (a) Be organized under State or local laws and can provide proof of such organization and be approved by the Village;
 - (b) Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles; "
 - (c) Have among its purposes significant activities related to providing housing or services to Persons or Households of Low or Moderate Income; and
 - (d) Have no significant outstanding or unresolved monitoring findings from the Village, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the Village, the MFA, or auditor stating that the findings are in the process of being resolved.

C. Applications.

- (i) Process for Applying. Applicants wishing to apply for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or to participate in any Affordable Housing Program are required to submit to the Village the following (as applicable):
 - (a) One original Application together with all required schedules, documents, or such other information which may be required by the Village or in any RFP which may have been issued by the Village;
 - (b) A proposal describing the nature and scope of the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a grant under the Act, and which documents the need for the requested funds or grant, describes the type and/or amount of assistance which the Applicant proposes to provide to Persons of Low or Moderate Income and documents the consistency of the proposal with the Village's Affordable Housing Plan;

- (c) Executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the Village for the Affordable Housing Funds or the Housing Assistance Grant for which the Applicant is applying;
- (d) A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;
- (e) Current independent financial audit;
- (f) If the Applicant is a non-profit organization:
 - (i) Proof of 501(c)(3) tax status;
 - (ii) Documentation that confirms that no part of its net earnings inures to the benefit of any member, founder, contributor or individual;
- (g) If an Applicant is a legal entity, including a non-profit organization:
 - (i) A current annual budget for the Applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual budget only for the program for which the Applicant is applying for a Housing Assistance Grant, or as otherwise may be required by the Village and/or the MFA in its discretion;
 - (ii) An approved mission statement that the Applicant has among its purposes significant activities related to providing housing or housing-related services to Persons or Households of Low or Moderate Income;
 - (iii) A list of members of the Applicant's current board of directors or other governing body, including designated homeless participation, where required by the Village;
 - (iv) Evidence (or a certification as may be allowed by the Village) that the Applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;
 - (v) Evidence that the Applicant has no significant outstanding or unresolved monitoring findings from the Village, the MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the Village, the MFA or its most recent independent financial audit, it has a certified letter from the Village, the MFA or the auditor stating that the findings are in the process of being resolved;
 - (vi) An organizational chart, including job titles and qualifications for the Applicant's employees or as otherwise may be required by the Village and/or the MFA in its discretion. Job descriptions may be submitted as appropriate;

- (vii) Documentation that the Applicant is duly organized under State or local law and certification that the Applicant is in good standing with any State authorities, including the Public Regulation Commission and the Secretary of State;
- (h) Information as may be required by the Village in order for it to determine the financial and management stability of the Applicant;
- (i) Information as may be required by the Village in order for it to determine the demonstrated commitment of the Applicant to the community;
- (j) A completed cost-benefit analysis of the Affordable Housing Project proposed by the Applicant. Any cost-benefit analysis must include documentation that clearly evidences that there is a need for the Housing Assistance Grant being requested from the Village, that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act, and that the Affordable Housing Project will meet the needs and affordability criteria defined in the Village's Affordable Housing Plan;
- (k) Information supporting the benefits to the community of the Affordable Housing Project proposed by the Applicant;
- (l) Proof of substantive or matching funds or contributions and/or in-kind donations to the proposed Affordable Housing Project in connection with the Application for funds under the Act. Nothing contained herein shall prevent or preclude an Applicant from matching or using local, private, or federal funds in connection with a specific Housing Assistance Grant or a grant of Affordable Housing Funds under the Act;
- (m) Any certifications or other proof which the Village may require in order for the Village to confirm that the Applicant is in compliance with all applicable federal, State and local laws, rules and ordinances;
- (n) A verification signed by the Applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the Applicant's information, knowledge and belief;
- (o) Certifications as may be required by the Village and signed by chief executive officer, board president, or other authorized official of the Applicant;
- (p) Applicant shall submit adequate information, as required by the Village and/or MFA, of the Affordable Housing Project proposed by the Applicant. The information provided must clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to Persons of Low or Moderate Income, and that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act.

(ii) Additional Requirements for Multi-Family Housing Projects. Applicants who are submitting Applications in connection with a Multi-Family Housing Program must also submit to the Village the following additional information:

- (a) A verified certificate that, among other things:
 - (i) Identifies every Multi-Family Housing Program, including every assisted or insured project of HUD, RHS, FHA and any other state or local government housing finance agency in which such Applicant has been or is a principal;
 - (ii) States that, except as shown on such certificate:
 - (A) No mortgage on a project listed on such certificate has ever been in default, assigned to the Federal Government or foreclosed, nor has any mortgage relief by the mortgagee been given;
 - (B) There has not been a suspension or termination of payments under any HUD assistance contract in which the Applicant has had a legal or beneficial interest;
 - (C) Such Applicant has not been suspended, debarred or otherwise restricted by any department or agency of the Federal Government or any state government from doing business with such department or agency because of misconduct or alleged misconduct; and
 - (D) The Applicant has not defaulted on an obligation covered by a surety or performance bond.

If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances that such Applicant believes will explain the lack of certification. The Village may then determine if such Applicant is or is not qualified.

- (b) The experience of the Applicant in developing, financing and managing Multiple-Family Housing Projects; and
 - (c) Whether the Applicant has been found by the United States Equal Employment Opportunity Commission or the New Mexico Human Rights Commission to be in noncompliance with any applicable civil rights laws.
- (iii) Additional Requirements for Mortgage Lenders. If the Applicant is a Mortgage Lender, the Village shall consider, among other things:
- (a) The financial condition of the Applicant;
 - (b) The terms and conditions of any loans to be made;
 - (c) The aggregate principal balances of any loans to be made to each Applicant compared with the aggregate principal balances of the loans to be made to all other

Applicants;

(d) The Village's assessment of the ability of the Applicant or its designated servicer to act as originator and servicer of Mortgage Loans for any Multi-Family Housing Programs or other programs to be financed; and

(e) Previous participation by the Applicant in the MFA's programs and HUD, Federal Housing Authority or Rural Housing Service programs.

(iv) Submission Procedure.

(a) Time, Place and Method of Submission Delivery.

(i) If the Village has issued an RFP, all Applications must be received by the Village no later than the deadline set forth in the RFP; otherwise, all Applications must be received by the Village by the deadline the Village has established in connection with the respective award or grant. So that any Qualifying Grantees may be selected prior to January of the year in which any Housing Assistance Grant would be made, the Village shall issue any RFP's, solicit any Applications, or otherwise identify any Qualifying Grantees no later than October 15 of any year in order to allow sufficient time for prospective applicants to respond to any such RFP, solicitation, or otherwise, and further to allow the MFA not less than forty-five (45) days in which to review any such Applications or otherwise determine or confirm that an Applicant is a Qualifying Grantee under the Act and consistent with the Rules.

(ii) Applications shall be submitted by Applicants to the Village in the form required by the Village and shall contain all information which is required by this Ordinance and any RFP which may have been issued.

(b) Additional Factors. The Application procedures shall take into consideration:

(i) Timely completion and submission to the Village of an Application or other appropriate response to any solicitation by the Village;

(ii) Timely submission of all other information and documentation related to the program required by the Village as set forth in this Ordinance or as set forth in the Rules;

(iii) Timely payment of any fees required to be paid to the Village at the time of submission of the Application; and

(iv) Compliance with program eligibility requirements as set forth in the Act, the Rules and this Ordinance.

(c) Submission Format.

(i) Village forms or MFA forms (if available) must be used when provided and no substitutions will be accepted; however attachments may be

provided as necessary.

(ii) An Applicant's failure to provide or complete any element of an Application, including all requirements of the Village or as may be listed on any RFP, may result in the rejection of the Application prior to review.

(iii) Illegible information, information inconsistent with other information provided in the application, and/or incomplete forms will be treated as missing information and evaluated accordingly.

(iv) The Village of Ruidoso and the MFA reserve the right to request further information from any Applicant so long as the request is done fairly and does not provide any Applicant an undue advantage over another Applicant.

(v) The Village in its discretion may cancel any RFP or reject any or all proposals in whole or part submitted by any Applicant.

(vi) Neither the Village nor the MFA shall be responsible for any expenses incurred by an Applicant in preparing and submitting an Application. However, the Village or the MFA, as applicable, may establish and collect fees from Applicants who file Applications. Notice that fees will be charged and the amount of any such fees shall be included by the Village or the MFA, as applicable, in any RFP or otherwise shall be advertised as part of the Application solicitation process.

- (v) Review by the Village. On receipt of an Application, the Village shall:
- (a) Determine whether the Application submitted by the Applicant is complete and responsive;
 - (b) Determine whether the Applicant is a Qualifying Grantee as defined herein and in the Act;
 - (c) Review and analyze whether the Applicant has shown a demonstrated need for activities to promote and provide affordable housing and related services to Persons of Low or Moderate Income and that the proposal is consistent with the Village's adopted Affordable Housing Plan;
 - (d) Determine whether the Applicant has demonstrated experience related to providing housing or services to Persons of Low or Moderate Income; as well as experience and/or the capacity of the Applicant to administer the Affordable Housing Program or Project for which the Applicant has applied;
 - (e) Determine whether the Applicant's proposal provides a plan for coordinating with other service providers in the community; whether the Applicant's plan addresses how Persons of Low Income or Moderate Income in need of housing and/or housing related supportive services can receive supportive services and referrals to federal, State and local resources; and, whether the Applicant's plan

addresses outreach efforts to reach the population to be served as identified by the Village in any RFP, in the Affordable Housing Plan or otherwise;

- (f) Determine whether the Applicant has support from Public Service Agencies, or such other support as may be required by the Village and/or the MFA in its discretion, for its proposed services in the community;
 - (g) Ascertain the amount of any matching funds or in-kind services specific to the program that may be utilized by the Applicant in connection with the program;
 - (h) Ascertain whether any local, private, or federal funds will be used by the Applicant in connection with the specific grant for which the Applicant is applying;
 - (i) Ascertain whether the Applicant has and can demonstrate the capability to manage the implementation of the Program for which the Applicant is applying;
 - (j) If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant had no outstanding findings or matters of non-compliance with program requirements from the Village or the MFA, as applicable or if it has any such findings, it has a certified letter from the Village, the MFA, or auditor stating that the findings are in the process of being resolved;
 - (k) If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant reasonably committed and expended the funds under the prior Program and/or met anticipated production levels as set forth in any contract with the Village or the MFA, as applicable, for those prior Program funds;
 - (l) Evaluate the Applicant's proposal in part based upon the Applicant's current financial audit;
 - (m) Evaluate the Applicant's proposed budget for the Project for which the Applicant is applying for Affordable Housing Funds or a Housing Assistance Grant which proposed budget must be approved by the Village before the Applicant can be approved as a Qualifying Grantee and any expenditure of grant funds under the Act or granted property is transferred to the Applicant;
 - (n) On receipt of an Application from a Builder, the Village will analyze the Builder's ability to construct and sell sufficient Residential Housing units to Persons of Low or Moderate Income within the time or times as may be required by the Village.
 - (o) Consider other factors it deems appropriate to ensure a reasonable geographic allocation for all Affordable Housing Programs.
- vi) Certification by the Village to the MFA. The Village shall certify an Application to the MFA in writing upon:
- (a) Completion of its review of the Application;

- (b) Determination that the Application is complete;
 - (c) Determination that the requirements of the Act, the Rules and this Ordinance have been satisfied; and
 - (d) Determination that the Applicant is a Qualifying Grantee.
- (vii) Review by the MFA. On an annual basis, or pursuant to MFA's request, the Village should provide MFA with information regarding applications approved and persons/entities deemed Qualifying Grantees, and at that time certify to MFA that the application process and the persons/entities deemed Qualifying Grantees were all compliant with the requirements of the Village and MFA's Act and Rules.
- (viii) Notification of Acceptance. The Village, upon completion of its review of the Application and an evaluation of the criteria for approval of the Application as set forth in the this Ordinance and in any RFP issued by the Village and upon its determination that the Applicant is a Qualifying Grantee, and upon its receipt of notification from the MFA that it agrees that the Application is complete and that the Act and Rules have been satisfied and the Applicant is a Qualifying Grantee, by written notice, shall notify each Applicant which has submitted an Application of the approval or disapproval of its Application. Upon approval of its Application, the Applicant shall be considered approved to participate in the Affordable Housing Program. The Village's and the MFA's determination of any Application shall be conclusive.
- D. Additional Requirements. Upon acceptance, the following additional requirements shall apply to any Applicant who is a Qualifying Grantee:
- (i) Contractual Requirements. The Qualifying Grantee shall enter into one or more contracts with the Village, which contract(s) shall be consistent with the Act and subject to the review of the MFA, in its discretion, and which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee.
 - (ii) Security Provisions; Collateral Requirements. In accordance with the Act, the Rules and this Ordinance, the Village shall require the Qualifying Grantee to execute documents, which will provide adequate security against the loss of public funds or property in the event the Qualifying Grantee abandons or fails to complete the Affordable Housing Project, and which shall further provide, as may be permitted by law, for the recovery of any attorneys' fees and costs which the Village and/or the MFA may incur in enforcing the provisions of this Ordinance, the Rules, the Act and/or any agreement entered into by the Village and the Qualifying Grantee, and which documents may include, but are not limited to the following: note, Mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the Village may require in order to allow for any funds which the Qualifying Grantee may receive under a Housing Assistance Grant or Affordable Housing Funds to be adequately secured and to allow the Village and the MFA to ensure that such funds shall be used by the Qualifying Grantee in accordance with the Act, the Rules and this Ordinance.

- (iii) Performance Schedule and Criteria. The Qualifying Grantee shall be required to abide by a reasonable performance schedule and performance criteria that the Village, in its discretion, may establish.
- (iv) Examination of Books and Records. The Qualifying Grantee shall submit to and the Village shall cause to be made such examinations of the books and records of each Qualifying Grantee as the Village and/or the MFA deems necessary or appropriate to determine the Qualifying Grantee's compliance with the terms of the Act, the Rules, this Ordinance and any contracts between the Qualifying Grantee and the Village. The Village and/or the MFA may require each Qualifying Grantee to pay the costs of any such examination.
- (v) Infrastructure Cost Reimbursement Contracts.
- (a) Cost Reimbursements. Payment to a Qualifying Grantee under cost reimbursable contract provisions shall be made upon the Village's receipt from the Qualifying Grantee of certified and documented invoices for actual expenditures allowable under the terms of any agreement between the Qualifying Grantee and the Village.
- (b) Cost Reimbursements from Units of Service. Payment under any unit cost contract provisions shall be made upon the Village's receipt from the Qualifying Grantee of a certified and documented invoice showing the number of units of service provided during the billing period.
- (c) Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Qualifying Grantee at an approximate level rate during the term of any agreement between the Qualifying Grantee and the Village. If the Village determines that the Qualifying Grantee is underspending or overspending, then the Village may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.
- (d) Invoices. Qualifying Grantees shall not submit invoices more than once a month, unless written approval is obtained in advance from the Village. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.
- (e) No Dual Application of Costs. The Qualifying Grantee shall certify that any direct or indirect costs claimed by the Qualifying Grantee will not be allocable to or included as a cost of any other program, project) contract, or activity operated by the Qualifying Grantee and which has not been approved by the Village in advance, in writing.
- (f) Prohibition of Substitution of Funds. Any Affordable Housing Funds or other amounts received by Qualifying Grantee may not be used by Qualifying Grantee to replace other amounts made available or designated by the State or local governments through appropriations for use for the purposes of the Act.

(g) **Cost Allocation.** The Qualifying Grantee shall clearly identify and distribute all costs incurred pertaining to the Affordable Housing Project by a methodology and cost allocation plan at times and in a manner prescribed by, or acceptable to the Village.

(vi) **Additional Information.** Qualifying Grantees shall provide the Village with any and all information which the Village may reasonably require in order for it to confirm that the Qualifying Grantees continue to satisfy the requirements of the Act, the Rules and this Ordinance throughout the term of any contract and/or any Affordability Period or otherwise as may be required by the Village or the MFA in its discretion. At a minimum, on an annual basis, the Village shall certify to the MFA in writing that to the best of its knowledge the Qualifying Grantee is in compliance with applicable provisions of the Act, the Rules and this Ordinance.

E. Affordable Housing Requirements. All Affordable Housing Funds or Housing Assistance Grants awarded under the Act are to be used by Qualifying Grantees for the benefit of Persons of Low or Moderate Income subject to the provisions of the Act and with particular regard to their housing related needs.

(i) **Single Family Property.** Qualifying Grantees shall agree that they shall maintain any single-family property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.

(ii) **Multi-Family Property.**

(a) **Single Apartment within a Multi-Family Property.** Qualifying Grantees shall agree that, if any single apartments are to be rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, those apartments shall be leased to Persons of Low or Moderate Income at the time of any such award. Qualifying Grantees, who are the landlords and/or owners of such properties, shall further agree to contribute at least sixty percent (60%) of the cost of the rehabilitation, weatherization, conversion, lease, repair, and/or construction. Qualifying Grantees also shall agree that the Persons of Low or Moderate Income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases and provided that there is no just cause for the landlord to terminate any lease agreement with those tenants.

(b) **Multiple Apartments.** Qualifying Grantees shall agree that, if multiple apartments or an entire multi-family property are to be acquired, rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from

Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, they shall maintain not less than sixty percent (60%) of the housing units as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.

(iii) **Non-Residential Property.** Qualifying Grantees shall agree that they shall maintain any non-residential property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefitted from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as a facility which provides housing related-services to Persons of Low or Moderate Income for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.

(iv) **Housing Assistance Grant Affordability Requirements.** Qualifying Grantees shall agree that they shall maintain any land or buildings received as a Housing Assistance Grant either as either single-family or multi-family Affordable Housing in accordance with Sections 4.E.(i) and (ii) of this Ordinance or as a facility which provides housing related-services to Persons of Low or Moderate Income in accordance with Section 4.E.(iii) of this Ordinance (as applicable) for the duration of the Affordability Period. Qualifying Grantees shall agree that they shall maintain any land or buildings for which they have received the costs of Infrastructure as a Housing Assistance Grant either as either single-family or multi-family Affordable Housing or as a facility which provides housing related-services to Persons of Low or Moderate Income (as applicable) for the duration of the Affordability Period. In calculating the Affordability Period for Housing Assistance Grants of either land or buildings, the fair market value of the land or buildings or the costs of Infrastructure at the time of the donation by the Village shall apply.

(v) **Affordability Period.** The Village, in its discretion, may increase the Affordability Period in any contract, note, Mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the Village may enter into with any Qualifying Grantee or beneficiary of the Affordable Housing Funds or of the Housing Assistance Grant. (See definition of Affordability Period in Section 3.H. of this Ordinance.) Notwithstanding the foregoing, in the discretion of the MFA, weatherization funds conveyed from the State to the MFA and/or any other similar conveyances where an Affordability Period is not practical, shall not be subject to the Affordability Period requirements of this Section 4.E.; but nevertheless, any such conveyances may be subject to recapture on some pro-rated basis as determined by the Village and/or the MFA.

F. **Consent to Jurisdiction.** Each Qualifying Grantee shall consent to the jurisdiction of the courts of the State over any proceeding to enforce compliance with the terms of the Act, the Rules and this ordinance and any agreement between the Qualifying Grantee and the Village and/or the

MFA.

G. Recertification Procedures.

- (i) The Qualifying Grantee must meet the requirements of the Act, the Rules and this Ordinance both at the time of any award and throughout the term of any grant and contract related thereto.
- (ii) The Village may establish procedures for recertifying Qualifying Grantees from time to time.
- (ii) Qualifying Grantees that fail to satisfy the requirements for Recertification shall cease to be eligible and shall be denied further participation in Affordable Housing programs until the requirements of the Village and the MFA are satisfied.

H. Compliance with the Law. Qualifying Grantee shall provide the Village with any certifications or other proof that it may require in order for the Village and the MFA to confirm that the Qualifying Grantee and the Qualifying Grantee's proposed Project are in compliance with all applicable federal, State and local laws, rules and ordinances. At a minimum, on an annual basis, the Qualifying Grantee shall provide the Village with certifications and proof of compliance, and the Village shall certify to the MFA in writing that the Qualifying Grantee is still in compliance with the Act and the Rules.

I. Village of Ruidoso Grant Requirements.

- (i) The Village is authorized to make Housing Assistance Grants under the Act. Upon determination that the Village will make a Housing Assistance Grant, including the use of any Affordable Housing Funds, the Village shall provide the MFA with the following:
 - (a) Documentation that confirms that the Village has an existing valid Affordable Housing Plan;
 - (b) Documentation that confirms that the Village has an existing valid Affordable Housing Ordinance which provides for the authorization of the Housing Assistance Grant, including the use of any Affordable Housing Funds;
 - (c) Written certification that the proposed grantee is in compliance with Act and the Rules so that the MFA may confirm that the Application is complete, and that the proposed grantee is a Qualifying Grantee under the Act and the Rules.
- (ii) Prior to the submission of the application and project authorization to the Council, the Council must approve the budget submitted by the Applicant.
- (iii) An action authorizing the Village to make a Housing Assistance Grant and/or distribute Affordable Housing Funds:
 - (a) Must authorize the grant, including use of Affordable Housing Funds, if any;
 - (b) Must state the requirements and purpose of the grant; and

- (c) Must authorize the transferor disbursement to the Qualifying Grantee only after a budget is submitted to and approved by the Council;
 - (d) Must comply with the Rules, as amended;
 - (e) May provide for matching or using local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through the MFA.
- (iv) The MFA shall act to approve the proposed Housing Assistance Grant authorized by the Village within forty-five (45) days of its receipt of the documentation required above in Section 4.J.(i), (ii) and (iii) of this Ordinance.
- (v) The Village, in its discretion, may also hold any award of Affordable Housing Funds or any Housing Assistance Grant made by the Village in suspense pending the issuance by the Village of any RFP or pending the award of the Affordable Housing Funds or of the Housing Assistance Grant by the Village to the Qualifying Grantee without the issuance of an RFP by the Village. Any award of Affordable Housing Funds or a Housing Assistance Grant by the Village shall subject the Qualifying Grantee of the award or grant to the oversight of the Village and the MFA under this Ordinance and the Rules.

J. School District and Public Post-Secondary Educational Institution Donations for Housing Projects. If a school district or a public post-secondary education institution intends to transfer land to the Village to be further granted to a Qualifying Grantee as part or all of an Affordable Housing project, this transfer shall be subject to the limitations contained in the Act that the school district and the Council enter into a contract that provides the school district with a negotiated number of affordable housing units that will be reserved for employees of the school district. Any transfer of land by a public post-secondary educational institution shall be subject to the additional limitations contained in the Act that:

- (i) The property transferred shall be granted to a Qualifying Grantee by the Village as part of a grant for an Affordable Housing project; and
- (ii) The governing board of the public post-secondary educational institution and the Council enter into a contract that provides the public post-secondary educational institution with Affordable Housing units.

As used in this section, "public post-secondary educational institution" means a state university or a public community college. The Village, in its discretion, may also hold any Housing Assistance Grant made by any school district or public post-secondary educational institution in suspense pending the issuance by the Village of any RFP or pending the award of the Housing Assistance Grant by the Village to the Qualifying Grantee without the issuance of an RFP by the Village. Any award of a Housing Assistance Grant by a school district or a public post-secondary educational institution shall subject the Qualifying Grantee of the grant to the oversight of the Village and the MFA under the Rules.

Section 5. DISCRIMINATION PROHIBITED.

The development, construction, occupancy and operation of an Affordable Housing Program or an Affordable Housing Project financed or assisted under the Act shall be undertaken in a manner consistent with principles of non-discrimination and equal opportunity, and the Village shall require compliance by all Qualifying Grantees with all applicable federal and State laws and regulations relating to affirmative action, non-discrimination and equal opportunity.

Section 6. ADMINISTRATION.

The Village shall administer any Affordable Housing programs in accordance with provisions of the Act, the Rules, this Ordinance, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time to time. The Village, in establishing, funding and administering the Affordable Housing Programs and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the Act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound. Any proposed amendment to this ordinance shall be submitted to MFA for review prior to adoption by the Council.

Section 7. TERMINATION.

The Council may repeal this Ordinance and terminate the Village's Affordable Housing Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

Section 8. REPEALER.

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 9. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. EFFECTIVE DATE.

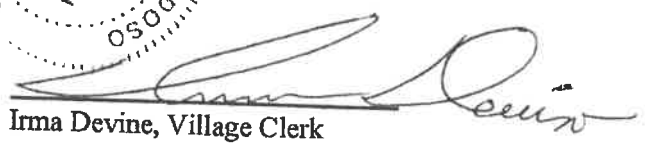
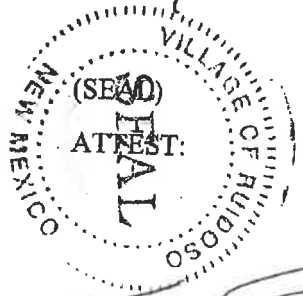
This Ordinance shall be in full force and effect thirty (30) days after it is recorded with the Village Clerk in accordance with Section 4-37-9 NMSA, 1978.

PASSED, APPROVED, AND ADOPTED this 12th day of January, 2016.



Tom Battin, Mayor

Lynn D. Crawford,
Mayor Pro Tem


Irma Devine, Village Clerk

ATTACHMENT #2



**Attachment # 3
Offeror's Proposal**

**REQUEST FOR PROPOSALS
VILLAGE OF RUIDOSO (VOR)
RFP # 2019-007P**

**To Solicit Offer/s for the Purchase, or to Solicit Applications from Qualified Grantees
for the Purpose of Selling or Development of the 3.9 Acres of VOR Owned Property to
Benefit Affordable Housing Program**

_____. **Name of Offeror** . **Date:** _____

_____. **Mailing Address of Offeror:**

_____. **Contact Phone Number:**

_____. **E-Mail Address:**

Offeror whose proposal to purchase the property for purposes other than affordable housing will have to propose a dollar amount equal to or higher than appraised Value. The proceeds from the Sale will be dedicated to the VOR Affordable Housing Trust Fund. The VOR reserves the right to accept or reject any or all proposals.

Example:

Assuming the property is currently 3.9 Acres with a value of \$ 200,000 per acre (2005 appraised valued the property at 4.96 acres at \$1,000,000 which is equal to \$200,000.)

The proposed bid will be \$1,000 per acre above current appraised value.

Written Amount \$1,000 one thousand dollars

If the appraisal comes in at \$250,000 per acre the bid would be \$251,000 per acre.

Bid amount per acre above current appraised value \$ _____.

Written amount _____.

Surety included in form of a Bid Bond _____ or Money Order/Cashier's Check _____.

I the undersigned acknowledge that I am submitting the above amount per acre above the approved value and understand that if I fail to demonstrate my ability to finance the proposed offer within 60 days I owe the surety which I have enclosed to the VOR.

_____.
Signature of Offeror.