

REQUEST FOR PROPOSALS

Village of Ruidoso



RFP #2019-010P
Commodity Code# 915-51

Internet Services 2019

Contracting Agency:

Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Telephone: 575-257-2721

Date: May 1, 2019
Proposal Due Date: May 23, 2019

Procurement Agent

Billy Randolph
Purchasing Agent

**Internet Services
RFP #2019-010P
May 1, 2019
Proposal Due Date: 3:00 pm local time on Thursday May 23, 2019**

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the **RFP #2019-010P/ Commodity Code# 915-51** the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with the Agreement, for a total of 39 pages.

The acknowledgment of the receipt should be signed and returned to the Village of Ruidoso no later than **May 8, 2019**. Only potential Offerors who elect to return this form will receive copies of all future communications relating to and including amendments to **RFP #2019-010P/ Commodity Code# 915-51** if issued.

OFFEROR: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

EMAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document **RFP #2019-010P/ Commodity Cod# 915-51.**

Offeror **does/does not (circle one)** intend to respond to **Internet Services 2019 RFP #2019-010P/ Commodity Code# 915-51.**

If offeror does not intend to reply, please give a brief reason for not responding.

Return to:

Billy Randolph
Purchasing Agent
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

PHONE: 575/257-2721
FAX: 575/257-2628

Faxed or emailed copies of this form will be accepted.

REQUEST FOR PROPOSAL

The Village of Ruidoso (the Village) is requesting competitive sealed proposals for Internet Services 2019. Sealed Proposals will be received by the **Village of Ruidoso, 313 Cree Meadows Dr., Ruidoso, NM 88345** for RFP #2019-010P/Commodity Code# 915-51.

Proposals will be received at the Village of Ruidoso Purchasing Department, **c/o Billy Randolph, 311 Center St., Ruidoso, NM 88345** until **3:00 p.m. local time, Thursday May 23, 2019**. Submitted proposals shall not be publicly opened. Any proposals received after the stated closing time will be rejected and returned unopened. The fact that a proposal was dispatched will not be considered.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site (www.ruidoso-nm.gov) or the purchasing warehouse at 311 Center St. Ruidoso, NM by calling 575.257.2721.

The Village of Ruidoso reserves the right to reject any and/or all proposals and waive all informalities as deemed in the best interest of the Village.

Billy Randolph
Village of Ruidoso
Purchasing Agent

Newspaper	<u>Ruidoso News</u>	Publication Date:
Newspaper	<u>Albuquerque Sunday Journal</u>	Publication Date:
Newspaper	<u>Las Cruces Sun Times</u>	Publication Date:
Newspaper	<u>Alamogordo Daily News</u>	Publication 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 proposals (§13-1-113) and published in a newspaper of general circulation in the area.

Village of Ruidoso
REQUEST FOR PROPOSALS
RFP #2019-010P/Commodity Code# 915-51

The Village requests qualification-based competitive sealed proposals for **Internet Services 2019** to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on Thursday May 23, 2019 by 3:00 p.m., Mountain Time. The Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the Village Council based on the highest ranking offer in regard to specific criteria outlined in this Request for Proposals. The Village reserves the right to reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal which, in its judgment, is most advantageous to the Village of Ruidoso. All potential Offerors are encouraged to read this RFP carefully, especially mandatory requirements.

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

IMPORTANT:

The words "SEALED PROPOSAL" along with the RFP NUMBER AND THE OFFEROR'S NAME AND ADDRESS MUST appear clearly on the outside sealed envelope or package of all proposals.

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

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

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

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 is no U.S. mail delivery to the Purchasing Department's physical address,) 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.

Billy Randolph
Purchasing Agent
(575) 257-2721 Fax 575-257-2628
E-Mail: Billyrandolph@ruidoso-nm.gov

Village of Ruidoso
REQUEST FOR PROPOSALS
RFP #2019-009P/Commodity Code# 915-51
Internet Services 2019
General Conditions

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

Billy Randolph – Purchasing Agent 575-257-2721

Judi Starkovich – Finance Director 575-258-4343 Ext 1015

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 Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words "proprietary" or "confidential". Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
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 Village of Ruidoso 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 on the basis of selection criteria and/or information presented during discussions/interview(s). A Recommendation will be taken before the Village of Ruidoso Council for award. Once awarded, negotiations will be conducted with the successful offeror. If a satisfactory agreement can be reached, the contract shall be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the Village determines the cancellation of the process is in the best interest of the Village. Failure to submit requested information or documentation or the submission of incorrect information or documentation may result in disqualification of the proposal.
9. **Indemnification:** The successful offeror expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
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 Village of Ruidoso. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.
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 Village of Ruidoso Purchasing department prior to the due date of the proposal. After the due date of the proposal, no modifications or withdrawal of proposal will be permitted.
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 Village hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the Village. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for proposals. This sheet shall be labeled "Exception(s) to Specifications" and shall be included with proposal.**

- 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 Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.
- 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 Village 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 "Village of Ruidoso.
- 21. Debarred or Suspended Contractors:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.
- 22. Funding:** Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.
- 23.** 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.)
- 24. 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).

- 25. 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.
- 26. Technical Irregularities:** The Village of Ruidoso shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).
- 27. 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).
- 28. 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).
- 29. Licenses:** Offeror shall maintain in current status all Federal, State and Local Licenses and permits required.
- 30.** Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.
- 31. Signing of proposals and authorization to negotiate:** The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the Village in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the Village.
- 32. 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.
- 33. 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).
- 34. 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.

35. Business License: Successful Offeror(s) will comply and obtain a Village of Ruidoso business license within ten (10) days of successful RFP Award.

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

37. Term of Agreement: The term of this Agreement is for five (5) with an option to extend the Agreement for three (3) additional one-year terms, not to exceed a total of eight (8) years.

38. Certificate of insurance: The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

a. **Workmen's Compensation Insurance:** The successful Bidder shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the State of New Mexico.

b. **Automobile Insurance:** The successful Bidder shall carry and maintain during the life of the agreement:

Comprehensive Automobile Bodily Injury Liability Insurance with-

- \$500,000 each person and
- \$1,000,000 each accident; together with

Property Damage Liability with Limits of-

- \$500,000 each accident and
- \$1,000,000 aggregate

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

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

d. **Comprehensive General Liability:**

- Bodily Injury: and Property Damage \$1,000,000
- Products/completed Operations \$1,000,000
- Umbrella policy \$5,000,000

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

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

- Village of Ruidoso, its officers and employees and agents

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

39. Resident Business Preference or Resident Veteran Business Preference:

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate. 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 one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 unaward of the procurement involved if the statements are proven incorrect.

SCOPE OF WORK

CONCEPTUAL METRO ETHERNET

OVERVIEW: The Village of Ruidoso (VOR) is seeking a data and voice communication provider to install a Metro Ethernet Network (MEN), and optionally a complete VOIP solution.

The provider will install, setup and configure the MEN services in all sites. The provider will also install, setup and configure internet services in the Horton complex with backup internet services at the Village Hall Site. This WAN will interconnect all Village sites as listed on **Appendix A**. To support future applications, the proposed solution shall also accommodate Point-to-Point and Multipoint-to-Multipoint topologies. It is in the best interest of VOR that all sites are served with the proposed service with a single Proposer. No co-mingling of Proposer's or partial installation of sites is allowed.

This proposal is intended for a "turnkey" solution to be provided to VOR. Final termination of service is to be located in the demarcation (demarc) of each site. The demarc is defined as the current location of each site's edge router or switch, typically in each site's Main Distribution Facility (MDF) location. Proposer shall be responsible for any and all costs of delivering the proposed service to the point of demarcation (curb to demarc), including, but not limited to, any associated construction costs, such as: fiber cables, copper cables, trenching, conduit, innerduct, backfill, easements, permit allocation, rack installation, grounding, bonding, any and all electrical outlets and/or power requirements to service provider equipment including a minimum 2-hr UPS backup system. Due to future growth of Metro-Ethernet (proposed service), all sites must be fed with fiber cabling from curb to demarc. Proposer shall be responsible for software configuration and network system design changes required to provide a working data network service to all sites utilizing the proposed service.

GENERAL NETWORK REQUIREMENTS

1. Proposers shall provide a one-page summary of their current IP or Ethernet based service provider network infrastructure. This summary should include information such as the make, model, and version number of all major infrastructure (i.e. service node) equipment.
2. Proposers shall provide a summary of their various MEN/MAN and WAN product offerings and their intended use.
3. Proposers shall provide a network topology diagram of the regional network backbone. This diagram should detail how the network is meshed. Also, Proposers shall detail all plans to change the network.

STANDARD SERVICE LEVELS

1. Describe normal service or bandwidth guarantees.
2. Describe the "Over subscription" percentage (%) allowed, if any. (NOTE: In this context Over subscription means the ratio of upstream bandwidth as compared to downstream bandwidth at an aggregation point if there are any. This is sometimes called a blocking ratio or overbooking).
3. Describe the type of bursting supported by the network (up to and including access speed, port speed and duration). Describe how packets that go above any burst limits are handled.

4. Describe the maximum latency on the proposed Metro Ethernet network and what VOR will contractually be committed to.

SERVICE LEVEL AGREEMENT (SLA)

1. The nature of VOR's business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the Village. Consequently, the reliability and backup alternatives of the network are of crucial concern.
2. Proposer shall describe all major failures that have occurred on your data network in the past three years. Also, please describe major outages including the recovery time for each failure.
3. Proposer shall discuss any procedural changes implemented during the past three years to eliminate or minimize major failures in the future.
4. Proposer shall state the average customer outage time resulting from major failures.
5. Proposer shall outline policies and procedures for interfacing with customers in the event of a major failure.
6. Proposer shall delineate how network reliability is measured and reported.
7. Proposer shall describe the scheduled maintenance program.
8. Proposer shall describe policies and procedures if the guaranteed latency for the network is not met.

NETWORK MANAGEMENT REPORTING

Proposer shall list and supply examples of statistical and graphical network management reports that can be provided on a monthly basis. Monthly reports should include summary and detail reports of all network outages, network availability, capacity plans, load balancing, equipment inventories, problem determination and continuous improvement efforts. Specify all charges (if any) for custom reporting services. If any of these Management capabilities are not available, the Proposer should indicate when they might be available or recommend an alternative way for VOR to achieve the reporting goal. For example, a Proposer may have a consulting group that can offer a turn key management solution or a remote Network Operations Center (NOC) service.

Proposer shall provide examples of specific reports that cover the following metrics: • Link Utilization or Usage • Burst or Broadcast Statistics • Link error or health statistics. (framing, CRC, etc.) • Dropped or discarded packets. • Latency or Delay

NETWORK MANAGEMENT CAPABILITIES

Proposer shall define available services to VOR that allow real time visibility into the network performance metrics

Proposer shall define other services available to VOR that allow real time visibility into other areas of the network for services provided to VOR.

METRO ETHERNET NETWORK, INTERNET SERVICES SPECIFICATIONS

The following are the Village access requirements and the Proposer should indicate how they will meet each requirement and associated costing. If the Proposer has a superior method, they can offer it as an option, but will be required to describe how they meet each item.

The Village will require a minimum of 100Mbps equivalent Ethernet connections to all sites listed in Appendix A (based on notes in the appendix), with the exception of the Horton complex which will require a 200Mbps Ethernet connection

The Proposer should also include cost to increase segment bandwidth from 100 Mbps to 200 GB, where applicable.

The Proposer should indicate any additional services or features that are bundled with the Metro Ethernet service. It is expected that the connections will be simple Layer 2 only connection, however, describe layer 3 and/or routing options as it relates to the proposed Metro Ethernet Network and how it will function within the VOR Village Network

INTERNET SERVICES REQUIREMENTS

The following are the Internet Services requirements. The Proposer should indicate how they will meet each requirement.

The Proposer will provide a dedicated internet connection with a block of 15 IP addresses (VOR can supply justification for all IPs)

Dedicated symmetrical 500MB connection at the Horton complex with an Ethernet handoff to customer

PHONE SYSTEM

The proposer will provide a complete VOIP system (either cloud or local PBX) based on the specifications provided in Appendix B

PROVISIONING AND INSTALLATION

The Proposer will be responsible for a turnkey service installation and configuration. VOR expects the Proposer to do the hardware installation and any logical configuration required to turn up the MEN Services. VOR expects the Proposer to ensure a functioning service prior to each cutover date

TESTING REQUIREMENTS

The Proposer will conduct operational acceptance tests at each location. Immediately following the initial installation, the Proposer will be required to perform these tests. The Proposer will conduct a validation test of each Metro Ethernet "Port" or circuit interface. These tests shall be consistent with the advertised performance specifications as agreed upon in the contract. In addition to the operation tests, integration tests will perform end-to-end checks between VOR devices attached to the MEN connection. Failover testing will also be required wherever redundant or diverse circuits are located. Successful completion of these tests will be required before VOR accepts the service for a given location. Acceptance will be authorized by VOR upon successful completion of the tests.

AVAILABILITY

The Proposer shall allow authorized VOR personnel to contact Proposer technical support and trouble ticket support via a toll-free number. This service shall be available 24 hours per day, 365 days per year.

ESCALATION

Management Escalation Procedure for Major Outage. In the event that a major outage continues for six (6) hours, the Proposer will escalate the condition to the Proposer 's management to insure that proper attention is given to the condition so that specific action can be developed to expedite restoration. Proposer shall indicate whether or not such an escalation procedure is a standard part of their normal maintenance operations.

APPENDIX A

Site Name	Site Address	MEN Connection	Internet Connection
Annex Building	421 Wingfield drive	100MB	
Village Hall	313 Cree Meadows	150MB	
Police Dept	1085 Mechem Drive	150MB	
Convention	111 Sierra Blanca Drive	100MB	
Fire Station 1	541 Sudderth Drive	100MB	
Swimming Pool	515 Sudderth DR	100MB	
Community Center	501 Sudderth DR	100MB	
Fire Station 2	606 White Mountain Drive	100MB	
Fire Station 3	433 Main Road	100MB	
Water Plant 3	103 Via Aguila	100MB	
Water Plant 4	501 Resort Dr	100MB	
Parks and Rec	535 Resort Dr	100MB	
Solid Waste	107 Close Rd	100MB	
Solid Waste Transfer station	543 Gavilan Canyon	100MB	
Street Department	200 Close RD	100MB	
Airport	1000 Highway 220, Alto *	100MB	
Regional Waste Water Treatment Plant	26675 US Hwy 70	100MB	
Horton Complex	134 Reese DR	200MB	500MB

*Based on provider's availability

Appendix B

The Village of Ruidoso has purchased a Shoretel phone system approximately five (5) years ago and would like to continue use of that system. However, if it is impossible for the proposer to work with that system, the Village is open to the idea of a new system. Please provide documentation if use of the current system is feasible along with a cost and a cost associated with a new phone system. The following is a list of the number of phone numbers and extensions.

<u>Department</u>	<u>Published #</u>	<u>Analog # for Fax or Alarms</u>	<u>Extensions</u>	<u>Physical Phone</u>	<u>Voice Mail</u>	<u>Address</u>
Airport	3	3	10	10	4	1000 NM Highway 200
Community Center	1	2	6	6	2	501 Sudderth Drive
Convention Center	1	2	5	5	3	111 Sierra Blanca Drive
Executive	1	1	10	10	7	313 Cree Meadows Dr
Finance	0	0	4	4	4	313 Cree Meadows Dr
Fire	6	1	24	18	5	541 Sudderth Drive 606 White Mtn Drive 433 Main Road
Forestry	1	0	4	4	4	421 Wingfield Drive
Human Resources	1	1	3	3	3	313 Cree Meadows Dr
IT	0	0	3	3	1	421 Wingfield Drive
Library	2	1	8	8	8	107 Kansas City Drive
Municipal Court	1	1	5	5	3	421 Wingfield Drive
Parks & Rec	2	1	9	7	8	535 Resort Drive
Planning & Zoning	1	0	8	6	6	313 Cree Meadows Dr
Police	7	0	47	31	32	1085 Mechem Drive
Purchasing	2	0	3	3	2	311 Center Street
RJU	2	0	3	3	3	421 Wingfield Drive
RWWTP	1	2	6	6	3	26675 US Highway 70
Solid Waste	1	1	6	6	3	107 Close Road 430 Gavilan Canyon
Street	1	2	7	7	5	200 Close Road
Utility Billing	0	0	5	3	3	313 Cree Meadows Dr
Water Distribution	2	0	5	4	4	421 Wingfield Drive
Water Production	2	1	7	4	5	501 Resort Drive 107 Via Aguila
TOTAL	38	19	188	156	118	

The Village would like to have an extension become the outside direct phone number. For example, if the Finance Director's extension is 1015, the direct phone number would be 575-258-1015. These numbers could then be published.

Proposal Evaluation Criteria

	Proposed Points	Actual Points
1. Demonstrated Effectiveness (55 Points)		
Comprehensiveness of Services Provided - Overall capabilities of the vendor to meet Internet and Phone System service levels requested in this RFP (20 Points)	20	
Experience in providing network services in rural areas. (20 Points)	20	
Service Enhancements – Vendor's effort to understand VOR's requirements and the creativity the vendor shows in introducing new technologies and efficiencies to improve our current practices and procedures. (15 Points)	15	
2. Reasonable of Cost (25 Points)	25	
3. Other (20 Points)		
Support of Internet/Network Services – Emergency Support. (10 Points)	10	
Support of Phone System Equipment – Emergency Support. (10 Points)	10	
SUBTOTAL	100	
Resident Business Preference 5%		
Veteran Resident Preference 10%		
TOTAL		

Proposals will be recommended by the administrative staff to the Village Council based solely on point ratings. It should be noted that the total fee is not the sole consideration and that the Village is not required to accept the lowest proposal fees

PROPOSED SCHEDULE (tentative dates)

Advertise Proposal	Wednesday, May 1, 2019
Proposal Due Date	Thursday, May 23, 2019
Deadline to submit additional questions	Thursday May 9, 2019
Response (Addenda to written questions)	Friday May 10, 2019
Evaluation Committee meeting	Tuesday May 28, 2019
Award of proposal	Tuesday June 11, 2019
Execute agreement	Tuesday July 9, 2019

FORM OF PROPOSALS

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

A. Number of Responses

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

B. Number of Copies

Each Offeror may submit only one (1) original with six (6) copies

C. Proposal Format

The proposal must be limited in format and length. All proposals must be typewritten on Standard 8 ½” by 11” paper and place with a binder with tabs delineating each section. Any sheets or pages included in the proposal, but not specifically excluded, as noted below – shall be counted towards the 20-page maximum.

Material excluded from the twenty (20) pages maximum count is limited to:

- Front Cover (blank on back side);
- Divider Pages
- Transmittal/Submittal letter;
- Tables of Contents page (one page maximum);
- Resumes
- Certificate (s) of insurance
- Campaign Contribution Disclosure Form
- Request for Taxpayer Information and Certification or W-9 form
- Back cover (blank on one side);

Divider pages are noted herein. The Evaluation Committee will score proposals based on these Sections. Reminder: Divider Pages do not count towards the 20-page maximum.

Proposals will be evaluated based on the following criteria.

Section 1. Demonstrated Effectiveness

Section 2 Reasonable Cost

Section 3 Other

1. Proposal Organization - All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. Proposals shall be organized and tabbed in the same order as the evaluation criteria.

2. Submittal Letter – (One page maximum) each proposal must be accompanied by a submittal letter. The submittal letter shall identify the Offerors as follows:

- Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- Identify the names, titles, and telephone numbers, fax and e-mail address of persons to be contacted for clarification questions regarding this RFP;
- Explicitly acknowledge that there is no guarantee of any resultant work under this contract.
- Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II of this RFP and acceptance of the Standard Agreement between Owner and Engineer and compliance with all codes, regulations, facilities, PCD standards and requirements on laws that shall apply to this project.
- Be signed by a person authorized to contractually obligate the Offeror;
- Acknowledge receipt of any and all amendments to this RFP

3. Certificate(s) of Insurance Evidence of insurance should be included in the proposal in the form of a current Certificate of Insurance.

4. Campaign Contribution Disclosure Form – (Attachment C) a blank form is included at the end of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.

5. Request for Taxpayer Information and Certification or W-9 form – (Attachment D) A blank form is included at the end of this RFP to be filled out with the information requested or a W-9 form can be attached.

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

PROPOSAL PROCESS

A. 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 than **3:00pm Thursday, May 23, 2019**. The Acknowledgment of Receipt Form (see page 2) must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked **RFP #2019-010P/Commodity Code# 915-51 Internet Services 2019**. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened.

If sent by U.S. mail the address is:

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

if hand delivered or sent by courier, the physical address is

Village of Ruidoso
Purchasing Dept.
311 Center Street
Ruidoso, New Mexico 88345.

The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be time stamped as received, which must be prior to the deadline. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

EVALUATION AND PRESENTATIONS

A. CRITERIA FOR AWARD

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

B. PRESENTATION SCHEDULE (If necessary)

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

PROPOSAL FORM

Statement of Non-Discrimination:

_____ does not discriminate based on color, national origin, sex,
(Name if Company or Individual)
religion, age and disabled status in employment of the provision of services.

Signature

Date

Proposal Submitted by:

Name (Type or Print)

Signature

Title

Firm Name

Business Address

City/State/Zip

This form must be completed and included as part of the proposal document.

PROPOSAL FORM
Attachment C
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.

PROPOSAL FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM (continued)

DISCLOSURE OF CONTRIBUTIONS 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

This form must be completed and included as part of the proposal document

**PROPOSAL FORM
RELATED PARTY DISCLOSURE**

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

Yes _____ No _____

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

	Yes	No
Sales, Purchase or leasing property?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments?	_____	_____

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

Yes _____ No _____

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

Yes _____ No _____

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) _____

This form must be completed and included as part of the proposal document

**PROPOSAL FORM
DEBARMENT CERTIFICATION**

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

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

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

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

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

This form must be completed and included as part of the proposal document.
Attachment D

Form W-9
 (Rev. October 2018)
 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.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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 your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 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, contributions to an individual retirement arrangement (IRA), and generally, 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. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, 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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled 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.

DRAFT
**AGREEMENT FOR
Internet Services**

This agreement is made and entered into the ____ day of _____ by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called VILLAGE, and _____ hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the VILLAGE is desirous of contracting for Internet Services.

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

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

I. RECITALS

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

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

II. AGREEMENT

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

1. SCOPE OF WORK

CONCEPTUAL METRO ETHERNET

OVERVIEW: The Village of Ruidoso (VOR) is seeking a data and voice communication provider to install a Metro Ethernet Network (MEN), and optionally a complete VOIP solution.

The provider will install, setup and configure the MEN services in all sites. The provider will also install, setup and configure internet services in the Horton complex with backup internet services at the Village Hall Site. This WAN will interconnect all Village sites as listed on **Appendix A**. To support future applications, the proposed solution shall also accommodate Point-to-Point and Multipoint-to-Multipoint topologies. It is in the best interest of VOR that all sites are served with the proposed service with a single Proposer. No co-mingling of Proposer's or partial installation of sites is allowed.

This proposal is intended for a "turnkey" solution to be provided to VOR. Final termination of service is to be located in the demarcation (demarc) of each site. The demarc is defined as the current location of each site's edge router or switch, typically in each site's Main Distribution Facility (MDF) location. Proposer shall be responsible for any and all costs of delivering the proposed service to the point of demarcation (curb to demarc), including, but not limited to, any associated construction costs, such as: fiber cables, copper cables, trenching, conduit, innerduct, backfill, easements, permit allocation, rack installation, grounding, bonding, any and all electrical outlets and/or power requirements to service provider equipment including a minimum 2-hr UPS backup system. Due to future growth of Metro-Ethernet (proposed service), all sites must be fed with fiber cabling

from curb to demarc. Proposer shall be responsible for software configuration and network system design changes required to provide a working data network service to all sites utilizing the proposed service.

GENERAL NETWORK REQUIREMENTS

4. Proposers shall provide a one-page summary of their current IP or Ethernet based service provider network infrastructure. This summary should include information such as the make, model, and version number of all major infrastructure (i.e. service node) equipment.
5. Proposers shall provide a summary of their various MEN/MAN and WAN product offerings and their intended use.
6. Proposers shall provide a network topology diagram of the regional network backbone. This diagram should detail how the network is meshed. Also, Proposers shall detail all plans to change the network.

STANDARD SERVICE LEVELS

5. Describe normal service or bandwidth guarantees.
6. Describe the "Over subscription" percentage (%) allowed, if any. (NOTE: In this context Over subscription means the ratio of upstream bandwidth as compared to downstream bandwidth at an aggregation point if there are any. This is sometimes called a blocking ratio or overbooking).
7. Describe the type of bursting supported by the network (up to and including access speed, port speed and duration). Describe how packets that go above any burst limits are handled.
8. Describe the maximum latency on the proposed Metro Ethernet network and what VOR will contractually be committed to.

SERVICE LEVEL AGREEMENT (SLA)

9. The nature of VOR's business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the Village. Consequently, the reliability and backup alternatives of the network are of crucial concern.
10. Proposer shall describe all major failures that have occurred on your data network in the past three years. Also, please describe major outages including the recovery time for each failure.
11. Proposer shall discuss any procedural changes implemented during the past three years to eliminate or minimize major failures in the future.
12. Proposer shall state the average customer outage time resulting from major failures.
13. Proposer shall outline policies and procedures for interfacing with customers in the event of a major failure.
14. Proposer shall delineate how network reliability is measured and reported.
15. Proposer shall describe the scheduled maintenance program.
16. Proposer shall describe policies and procedures if the guaranteed latency for the network is not met.

NETWORK MANAGEMENT REPORTING

Proposer shall list and supply examples of statistical and graphical network management reports that can be provided on a monthly basis. Monthly reports should include summary and detail reports of all network outages, network availability, capacity plans, load balancing, equipment inventories, problem determination and continuous improvement efforts. Specify all charges (if any) for custom reporting services. If any of these Management capabilities are not available, the Proposer should indicate when they might be available or recommend an alternative way for VOR to achieve the reporting goal. For example, a Proposer may have a consulting group that can offer a turn key management solution or a remote Network Operations Center (NOC) service.

Proposer shall provide examples of specific reports that cover the following metrics: • Link Utilization or Usage • Burst or Broadcast Statistics • Link error or health statistics. (framing, CRC, etc.) • Dropped or discarded packets. • Latency or Delay

NETWORK MANAGEMENT CAPABILITIES

Proposer shall define available services to VOR that allow real time visibility into the network performance metrics
Proposer shall define other services available to VOR that allow real time visibility into other areas of the network for services provided to VOR.

METRO ETHERNET NETWORK, INTERNET SERVICES SPECIFICATIONS

The following are the Village access requirements and the Proposer should indicate how they will meet each requirement and associated costing. If the Proposer has a superior method, they can offer it as an option, but will be required to describe how they meet each item.

The Village will require a minimum of 100Mbps equivalent Ethernet connections to all sites listed in Appendix A (based on notes in the appendix), with the exception of the Horton complex which will require a 200Mbps Ethernet connection

The Proposer should also include cost to increase segment bandwidth from 100 Mbps to 200 GB, where applicable.

The Proposer should indicate any additional services or features that are bundled with the Metro Ethernet service. It is expected that the connections will be simple Layer 2 only connection, however, describe layer 3 and/or routing options as it relates to the proposed Metro Ethernet Network and how it will function within the VOR Village Network.

INTERNET SERVICES REQUIREMENTS

The following are the Internet Services requirements. The Proposer should indicate how they will meet each requirement.

The Proposer will provide a dedicated internet connection with a block of 15 IP addresses (VOR can supply justification for all IPs)

Dedicated symmetrical 500MB connection at the Horton complex with an Ethernet handoff to customer

PHONE SYSTEM

The proposer will provide a complete VOIP system (either cloud or local PBX) based on the specifications provided in Appendix B

PROVISIONING AND INSTALLATION

The Proposer will be responsible for a turnkey service installation and configuration. VOR expects the Proposer to do the hardware installation and any logical configuration required to turn up the MEN Services. VOR expects the Proposer to ensure a functioning service prior to each cutover date

TESTING REQUIREMENTS

The Proposer will conduct operational acceptance tests at each location. Immediately following the initial installation, the Proposer will be required to perform these tests. The Proposer will conduct a validation test of each Metro Ethernet "Port" or circuit interface. These tests shall be consistent with the advertised performance specifications as agreed upon in the contract. In addition to the operation tests, integration tests will perform end to-end checks between VOR devices attached to the MEN connection. Failover testing will also be required wherever redundant or diverse circuits are located. Successful completion of these tests will be required before VOR accepts the service for a given location. Acceptance will be authorized by VOR upon successful completion of the tests.

AVAILABILITY

The Proposer shall allow authorized VOR personnel to contact Proposer technical support and trouble ticket support via a toll-free number. This service shall be available 24 hours per day, 365 days per year.

ESCALATION

Management Escalation Procedure for Major Outage. In the event that a major outage continues for six (6) hours, the Proposer will escalate the condition to the Proposers management to ensure that proper attention is given to the condition so that specific action can be developed to expedite restoration. Proposer shall indicate whether or not such an escalation procedure is a standard part of their normal maintenance operations.

APPENDIX A

Site Name	Site Address	MEN Connection	Internet Connection
Annex Building	421 Wingfield drive	100MB	
Village Hall	313 Cree Meadows	150MB	
Police Dept	1085 Mechem Drive	150MB	
Convention	111 Sierra Blanca Drive	100MB	
Fire Station 1	541 Sudderth Drive	100MB	
Swimming Pool	515 Sudderth DR	100MB	
Community Center	501 Sudderth DR	100MB	
Fire Station 2	606 White Mountain Drive	100MB	
Fire Station 3	433 Main Road	100MB	
Water Plant 3	103 Via Aguila	100MB	
Water Plant 4	501 Resort Dr	100MB	
Parks and Rec	535 Resort Dr	100MB	
Solid Waste	107 Close Rd	100MB	
Solid Waste Transfer station	543 Gavilan Canyon	100MB	
Street Department	200 Close RD	100MB	
Airport	1000 Highway 220, Alto *	100MB	
Regional Waste Water Treatment Plant	26675 US Hwy 70	100MB	
Horton Complex	134 Reese DR	200MB	500MB

*Based on provider's availability

Appendix B

The Village of Ruidoso has purchased a Shoretel phone system approximately five (5) years ago and would like to continue use of that system. However, if it is impossible for the proposer to work with that system, the Village is open to the idea of a new system. Please provide documentation if use of the current system is feasible along with a cost and a cost associated with a new phone system. The following is a list of the number of phone numbers and extensions.

Department	Published #	Analog # for Fax or Alarms	Extensions	Physical Phone	Voice Mail	Address

Airport	3	3	10	10	4	1000 NM Highway 200
Community Center	1	2	6	6	2	501 Sudderth Drive
Convention Center	1	2	5	5	3	111 Sierra Blanca Drive
Executive	1	1	10	10	7	313 Cree Meadows Dr
Finance	0	0	4	4	4	313 Cree Meadows Dr
Fire	6	1	24	18	5	541 Sudderth Drive 606 White Mtn Drive 433 Main Road
Forestry	1	0	4	4	4	421 Wingfield Drive
Human Resources	1	1	3	3	3	313 Cree Meadows Dr
IT	0	0	3	3	1	421 Wingfield Drive
Library	2	1	8	8	8	107 Kansas City Drive
Municipal Court	1	1	5	5	3	421 Wingfield Drive
Parks & Rec	2	1	9	7	8	535 Resort Drive
Planning & Zoning	1	0	8	6	6	313 Cree Meadows Dr
Police	7	0	47	31	32	1085 Mechem Drive
Purchasing	2	0	3	3	2	311 Center Street
RJU	2	0	3	3	3	421 Wingfield Drive
RWWTP	1	2	6	6	3	26675 US Highway 70
Solid Waste	1	1	6	6	3	107 Close Road 430 Gavilan Canyon
Street	1	2	7	7	5	200 Close Road
Utility Billing	0	0	5	3	3	313 Cree Meadows Dr
Water Distribution	2	0	5	4	4	421 Wingfield Drive
Water Production	2	1	7	4	5	501 Resort Drive 107 Via Agula
TOTAL	38	19	188	156	118	

The Village would like to have an extension become the outside direct phone number. For example, if the Finance Director's extension is 1015, the direct phone number would be 575-258-1015. These numbers could then be published.

2. COMPENSATION

- A. As compensation for services to be provided to the Village or Ruidoso by the CONTRACTOR, the CONTRACTOR shall be compensated at a _____.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the CONTRACTOR.

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

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO COUNCIL. The term of this Agreement shall be for one (1) year, beginning _____ and ending _____, with an option to extend the contract an additional seven (7) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

4. TERMINATION

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

5. RENEWAL

The term of this Agreement is for one (1) year. The term of this contract shall be for one (1) year with an option to extend the contract an additional seven (7) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

6. INDEPENDENT CONTRACTOR

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

7. ASSIGNMENT

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

8. SUBCONTRACTING

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

9. RECORDS OF AUDIT

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

10. APPROPRIATIONS

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

11. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or

under this Agreement. The CONTRACTOR agrees not to purport to bind the Village of Ruidoso, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. AMENDMENT

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

15. SCOPE OF AGREEMENT

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

16. NOTICE

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

18. INDEMNIFICATION

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

19. APPLICABLE LAW

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

20. INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

21. KICKBACK STATEMENT

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

22. NON-COLLUSION

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

23. NON-DISCRIMINATION

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

24. CAMPAIGN DISCLOSURE FORM

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

25. THIRD PARTY BENEFICIARIES

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

26. MERGER

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

27. INVALID TERM OR CONDITION

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

28. ENFORCEMENT OF AGREEMENT

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

29. DEBARMENT AND SUSPENSION

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

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

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

30. LOBBYING

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

31. SURVIVAL

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

32. SUCCESSION

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

33. IMPRACTICALITY OF PERFORMANCE

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

34. NOTICES

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

CONTRACTOR:

VILLAGE:

Village of Ruidoso
313 Cree Meadows Drive

Ruidoso, New Mexico 88345

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this ____ day of _____, 2019.

VILLAGE OF RUIDOSO, NEW MEXICO

Village of Ruidoso

CONTRACTOR

Lynn D. Crawford, Mayor

Date: _____

Date: _____

ATTEST:

Village of Ruidoso Clerk

Irma Devine, Village Clerk

Date: _____

Village of Ruidoso

Debi Lee, Village Manager

Date _____