



**REQUEST FOR QUOTES**

RFQ Name: **Alto Lake Concession and Rentals**

RFQ Number: **2023-001Q**

**Quotes Due No Later Than:**

Date: **April 24, 2023** Time: **1:00 pm local time**

**Return Quotes To:**

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

**Informal Sealed Quote Opening:**

Place: **Village of Ruidoso Council Chambers**  
**To occur immediately following due date/time**

If you have questions regarding this RFQ please contact:

Procurement Manager: Carol Kirkpatrick

Telephone No.: 575-258-4343 x1081

Email: [purchasing@ruidoso-nm.gov](mailto:purchasing@ruidoso-nm.gov)

**Offeror/Quoter MUST complete as applicable and sign the following for quote to be valid (type or print clearly):**

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Co. Email: \_\_\_\_\_ Co. Phone No. \_\_\_\_\_

NM Gross Receipts Tax # (CRS): \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Authorized Signature: \_\_\_\_\_ Print or Type Name: \_\_\_\_\_

Signatory Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

**IMPORTANT – All quotes must be submitted in a sealed envelope or package and must be clearly labeled with the quoter’s name and address, the RFQ number, title, and opening date on the front of the envelope, bottom left-hand side.** Sealed quotes will be received at the above address until the specified due date and local time. Late submission of quotes will not be accepted. Sealed quotes will be publicly opened in the Village of Ruidoso Council Chambers. Quotes are subject to the specifications set forth in this document, and any additional quoting instructions or requirements issued by the Village of Ruidoso.

**NOTE: If you decide not to provide a quote, please do not return this document.**

It is your responsibility as a Quoter to ensure your quote is correct and accurate.

**Village of Ruidoso**  
**Request for Sealed Written Quote RFQ # 2023-001Q**  
**Alto Lake Concessions and Rentals**

**I. INTRODUCTION**

**A. PURPOSE OF THIS REQUEST FOR QUOTES**

The Village of Ruidoso is requesting informal written quotes to operate Concession, Retail Sales, and Onsite Rentals of Personal Watercraft including, but not limited to, kayaks, canoes, paddleboards, fishing tackle, and food concessions at Alto Lake for the months of May 2023 through Labor Day, September 4, 2023.

**II. RESPONSE FORMAT AND SUBMITTAL**

**A. SUBMISSION OF QUOTE**

ALL OFFEROR QUOTES MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **APRIL 24, 2023, AT 1:00 PM LOCAL TIME**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

All quotes must be submitted in a sealed envelope or package and must be clearly labeled with the quoter's name and address, the RFQ number, title, and opening date on the front of the envelope, bottom left-hand side.

It is the responsibility of the prospective quoter to review the entire Request for Quote (RFQ) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or quoting procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for quote opening.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a quote, contact the purchasing agent immediately for clarification or consideration of an addendum.

Written quotes may be mailed, hand-carried or delivered to:

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

**It is the Quoter's responsibility to see that the quote arrives on time.**

Note: Some of the delivery services do not guarantee overnight priority delivery to the Village of Ruidoso. If the quotes are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the quote to the Purchasing Department before the advertised date and hour for the opening. Quotes which are delayed will not be considered and will be returned unopened.

## **B. QUOTE FORMAT, CONTENT, AND ORGANIZATION**

1. All quotes must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:
  - a) Quoter's name and address
  - b) Quote number and title
  - c) Date and time of quote opening
  
2. The Bid must be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated:
  - a) Signed Cover Page of this RFQ
  - b) Completed Fee and Time Schedule pages 1 and 2 (Appendix A)
  - c) Offeror must attach a menu and all rental items and prices
  - d) Offer must include with quote any applicable written detailed information on items(s) being offered
  - e) Vendor Information Sheet and W-9 (Appendix B)
  - f) Campaign Contribution Disclosure Form (Appendix C)

## **III. GENERAL CONDITIONS & TERMS**

1. The Village is exempt from State Gross Receipts Tax (except on labor). Tax Exemption Certificates indicating the Village's tax-exempt status will be furnished upon request.
2. All quotes submitted shall be binding for thirty (30) calendar days following the deadline for submission of quotes.
3. Payment terms: Payment to the Village of Ruidoso shall be due five days after the end of each month unless otherwise specified and agreed by both parties. Payment to the Village must be made by cashier's check, money order, or cash unless otherwise agreed upon, in writing, by the Village.
4. The Village of Ruidoso reserves the right to approve as equivalent, or to reject as not being equivalent, any item proposed which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the Village.
5. Any quotes received by the Purchasing Department after the time and date specified shall not be considered. This RFQ may be cancelled and any and all quotes may be rejected in whole or in part when it is in the best interest of the Village of Ruidoso. (13-1-131, NMSA, 1978)
6. 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.
7. The Village of Ruidoso is not obligated by this agreement to maintain water levels or quality for recreational purposes.
8. Boat Permits will be supplied at no cost to the approved vendor for all approved vessels.

#### **IV. SPECIFIC CONDITIONS AND TECHNICAL SPECIFICATIONS-SCOPE OF WORK**

The Village of Ruidoso is requesting written quotes to operate Concession, Retail Sales, and Onsite Rentals of Personal Watercraft including, but not limited to, kayaks, canoes, paddleboards, fishing tackle, and food concessions at Alto Lake for beginning **May 9, 2023, through Labor Day, September 4, 2023.**

Hours of operation to be determined and made available as soon as schedule allows.

Preferred hours of operation are Wednesday through Sunday, 8:00 am to 6:00 pm and Monday, September 4, 2023, 8:00 am to 6:00 pm. Concession operation consists of selling food, drink items, fishing tackle, life preservers, boat rentals, and or other items identified for boating and fishing use at Alto Lake.

##### **Quote Specifications:**

1. Quoter must comply with all local and state required boating regulations.
2. Quoter must comply with all state and local laws concerning the sale of food items and must obtain the required State Food Permit and abide by the rules and regulations of that Permit. Quoter must supply a copy of the permit to the Village for the file.
3. Upon notification of award, the Quoter shall be required to obtain a Village of Ruidoso Business License.
4. Quotes shall include proposed menu, rental items, days, and hours of operation, and prices. Menu and rental items must be approved by the Village of Ruidoso. All items to be offered for sale or rent shall be clearly identified in the Vendor's Quote.
5. All signage supplied by the Vendor must be preapproved, temporary in nature, and comply with Village of Ruidoso Ordinances.
6. All rental items shall be of commercial quality and meet the appropriate safety standard.
7. Rentals of personal watercraft shall be tracked through a numbered band system or other approved tracking method provided by the Village of Ruidoso. The Village will provide a process for reporting watercraft rentals.
8. Quoter will be required, at its own expense, to obtain and keep in force during the term of the contract the following insurance:
  - a. Quoters must carry General Liability insurance in the amount of \$1,000,000.00 naming the Village of Ruidoso as additionally insured, submitted to the Village of Ruidoso, five days after the award of the contract.
  - b. Workers' compensation and Employee's Liability Insurance meeting the applicable requirements of the state of New Mexico.

- c. In Addition, the Quoter will be required to hold the Village harmless from any and all claims brought against it for any act occurring on or about the premises of which act are not the cause of the Village or any of its employees or agents. Quoter will be responsible for any and all attorney fees incurred by the Village in response or defense of such claims.
9. The selected Quoter shall work closely with the Village of Ruidoso Parks and Recreation Department Staff on hours of operation to assure that operations are open during programmed activities.
10. The selected Quoter shall provide staff for operation of concession stand during weekends and Holidays.
11. The selected Quoter shall employ an adult staff member to supervise staff during all operating hours.
12. The Village of Ruidoso reserves the right to make available items for sale that the Quoter is not offering to the clientele.
13. The Village of Ruidoso reserves the right to enter into agreements with vendors not in direct competition with products or services being offered within this agreement.
14. The Village of Ruidoso reserves the right to schedule events at Alto Lake and request concessions to be operated during those events.
15. Additional improvements by the Vendor shall be temporary in nature and shall be removed within 30 days of the termination of the contract and the site shall be left in the condition in which it was at the beginning of the contract.
16. Applicant must obtain any necessary State and Village permits and inspections, including approved method of FOG disposal (fats, oils and greases), Environmental Health and Fire Department inspections prior to occupancy and addressing all conditions of the agreement.
17. The selected Quoter shall maintain and keep clean the exterior of the Concession building and as well as comply with Local Ordinances and State Regulations regarding the handling and sale of food items.
18. The Quoter shall be responsible for keeping the immediate area surrounding all concessions free of litter and presentable during the term of the contract.
19. The Village of Ruidoso reserves the right to accept or reject any and all Quotes and to further negotiate the terms set herein and unspecified. The Village of Ruidoso reserves the right to reject any Quote from a Quoter who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the Quote of a Quoter who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Village.
20. Quoter shall keep and maintain, in accordance with the principles of good accounting practices, complete records of all gross revenues of every kind and nature received on or from the premises over which the Quoter has control. A monthly financial statement showing profit/loss shall accompany each payment.

21. The Village of Ruidoso Reserves the right to perform regular inspections and adherence to local ordinances as well as any items listed in the agreement.
22. The selected vendor shall work with the Village of Ruidoso in the promotion and advertisement of all operations related to the agreement.
23. Utilities: The Contractor agrees to pay for all utilities utilized during the season of operation. The Village Finance Department shall be responsible for invoicing the Contractor for all of the Utilities including all applicable taxes.
24. Reporting of all sales shall be required for all retail goods. An independent report for all rentals, by a Village of Ruidoso approved method, shall also be provided with each payment. Reports shall be submitted along with the monthly payment. Payment shall be considered incomplete without the accompanying report.

## **V. COMPENSATION**

1. The Village of Ruidoso will be compensated per the Quoter's Submitted Fee Schedule (Appendix A) with a percentage to be agreed upon by both parties including the fixed monthly rent. Payment shall be due five days after the end of each month. If the fifth day lands on a weekend, then the payment shall be due on the following Monday. A monthly financial statement showing profit/loss shall accompany each payment including the required reporting for personal watercraft. Payment to the Village must be made by cashier's check, money order, or cash unless otherwise agreed upon by the Village in writing.
2. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the CONTRACTOR.

## **VI. SPECIAL CONDITIONS**

1. Criteria for Award: The award for services shall be based on the best total fee paid to the Village, days of operation and hours of operation which meets minimum specifications. The Village of Ruidoso reserves the right to reject any or all Quotes, to waive any technicalities and to accept the Quote(s) which in its judgment is most advantageous to the Village.
2. Award will be made to the Quoter whose quote is determined to be most professionally and technically complete and is most advantageous to the Village. A quote may be modified or withdrawn prior to the established due date in accordance with the requirements of the NM Procurement Code (§13-1-106 NMSA 1978)
3. Following award both the Quoter and the Village shall designate representatives and identify a main point of contact for all communications. Such individuals shall have authority to coordinate with or direct personnel assigned to the project.

4. Contract terms - The term of this contract shall be from **May 9, 2023 through Labor Day, September 4, 2023**. The Village of Ruidoso is willing to negotiate rental rates for off season months of September, October, November, and December. The Vendor must inform the Parks and Recreation Director of their intention to operate in the off season by August 15<sup>th</sup> of each calendar year.
5. The Village of Ruidoso has the option to extend this contract for three (3) additional years on a year-by-year basis if mutually agreed upon by both parties.
6. Records of Gross Revenues: The vendor shall keep and maintain, in accordance with the principals of good accounting practices, complete records of all Gross Revenues of every kind and nature received on or from the premises over which the vendor has control.
7. For a period of six (6) months after each monthly payment to the Village, the vendor will make available upon a minimum of 7- calendar day notice from the Village to the Vendor, all records, books, and other pertinent information which may be required for an audit of the Statement of Gross Revenues. The Village will retain the right to have independent audits of the statement of gross Revenues performed by an independent certified public accountant upon notification given to the Vendor within sixty (60) calendar days after the vendor's submission of the Statement of Gross Revenues.
8. Should the results of such audit disclose any deficiency or overpayment to the Village, the vendor or the Village, as the case maybe, shall pay said deficiency or overpayment, as the case may be, within thirty (30) calendar days following completion of the audit, together with an interest charge of ten 10% per annum on such deficiency or overpayment. Such independent audit shall be at the Village's expense, unless such audit shall disclose a deficiency of three 3% or more of the percentage rent for the period computed in the Statement of Gross Revenues, in which case such audit shall be the vendor's expense.

**APPENDIX A – FEE and TIME SCHEDULE FORM-Page 1**  
**RFQ #2023-001Q ALTO LAKE CONCESSION AND RENTALS**

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) quoted and under the terms and conditions herein, attached, or incorporated by reference.

In submitting this Quote, the Proposer represents, that:

1. The Proposer has examined all quoting documents and acknowledges any applicable addenda.
2. The Proposer has familiarized themselves with the nature and extent of all requirements.
3. The Proposer has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the quoting documents, and the written resolution thereof by the Procurement Manager is acceptable to the Proposer.
4. The quote is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Proposer has not directly or indirectly induced or solicited any Quoter to submit false information; the Proposer has not solicited or induced any person, firm or corporation to refrain from quoting; the Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer or over the Village of Ruidoso.
5. Proposer understands that acceptance and formal award of this quote, along with the placement of order(s) related to this quote, constitutes a complete and binding contract for items and services as specified.
6. The Proposer certifies by submitting a quote, to the best of his or her knowledge and belief, that all information is correct and accurate.



**APPENDIX A – FEE and TIME SCHEDULE - Page 2**  
**RFQ #2023-001Q ALTO LAKE CONCESSION AND RENTALS**

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

Vendor is to supply Alto Lake Concession and Rentals on a Village wide basis in accordance with the specifications as set forth in the Request for Quotes.

Item#	Description	Total
1.	Monthly Rental Rate for Vending Rights Paid to the Village of Ruidoso	\$
2.	Personal Watercraft Rental: Hourly Base Rate from each watercraft rental paid to the Village of Ruidoso	\$
3.	Personal Watercraft Rental: Half Hour Base Rate from each watercraft rental paid to the Village of Ruidoso	\$
4.	Retail Sales: Percentage of all retail sales paid to the Village of Ruidoso	%
5.	Proposed Days of the Week of Operation	
6.	Proposed Hours of Operation	_____am to _____pm

**OFFEROR MUST ALSO ATTACH A MENU AND ALL RENTAL ITEMS AND PRICE.**

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)

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

Name of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_

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

**APPENDIX B VENDOR FORM AND W-9**  
**RFQ #2023-001Q ALTO LAKE CONCESSION AND RENTALS**

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# Vendor Information Sheet

Please complete this form and email it along with a current W-9 (Dated Oct 2018 - attached) to [accounts payable@ruidoso-nm.gov](mailto:accounts payable@ruidoso-nm.gov). Companies cannot be set up without the receipt of a completed Vendor information form and current W-9.

## Vendor Information

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

DBA \_\_\_\_\_

SS# or EIN Required    SS# \_\_\_\_\_    OR    EIN: \_\_\_\_\_

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

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

## Physical Address

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

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

## Remittance Address (if different from above)

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

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

## Key Contacts

Accounting Contact \_\_\_\_\_    Phone: \_\_\_\_\_

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

Sales Contact \_\_\_\_\_    Phone: \_\_\_\_\_

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

W-9 Completed & Attached

NM Vendors CRS # \_\_\_\_\_

Tax Exempt Cert required

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

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

FOR OFFICE USE ONLY	
Date Received:	_____
Supplier Number:	_____
Approved:	YES _____ NO _____
Approved by:	_____
NTTC issued	_____ Rev 07-2020

**The Village of Ruidoso**  
 313 Cree Meadows Drive | Ruidoso, NM 88345  
 Tel: 575-258-4343 Fax 575-258-4639  
[www.ruidoso-nm.gov](http://www.ruidoso-nm.gov)    [accounts payable@ruidoso-nm.gov](mailto:accounts payable@ruidoso-nm.gov)

# Request for Taxpayer Identification Number and Certification

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

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

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

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)<sup>a</sup> \_\_\_\_\_

Other (see instructions)<sup>a</sup>

C Corporation

S Corporation

Partnership

Trust/estate

**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.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is 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**

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**or**

**Employer identification number**

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### Part II Certification

Under penalties of perjury, I certify that:

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

Date<sup>a</sup>

### 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](http://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.*

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

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

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

The following definitions apply:

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

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

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



**APPENDIX D – PROFESSIONAL SERVICES AGREEMENT**

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**AGREEMENT TO OPERATE CONCESSIONS, RETAIL SALES, AND  
ONSITE RENTALS OF PERSONAL WATERCRAFT AT ALTO LAKE.**

This agreement is made and entered into the 9th Day of May, 2023 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 desires to contract for services TO OPERATE CONCESSIONS INCLUDING RETAIL SALES AND ONSITE RENTALS OF PERSONAL WATERCRAFT AT ALTO LAKE. THESE CONCESSIONS INCLUDE BUT ARE NOT LIMITED TO KAYAKS, CANOES, PADDLEBOATS, FISHING TACKLE, AND ADDITIONAL 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; and**

**WHEREAS, all terms and conditions of the RFQ#2023-001Q Alto Lake Concession and Rentals and the Contractor's response to such document(s) are incorporated herein by reference; and**

**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:

CONTRACTOR is ready, able and willing to render the desired services to **OPERATE CONCESSIONS INCLUDING RETAIL SALES AND RENTALS OF PERSONAL WATERCRAFT AT ALTO LAKE** for the Village pursuant to the authority conferred upon it by New Mexico statutes, and to render to the Village and its duly authorized officers and elected officials services to include, but not limited to:

**1. SPECIFIC CONDITIONS AND TECHNICAL SPECIFICATIONS**

The Village of Ruidoso had requested informal written quotes to Operate Concessions including Retail Sales and Onsite Rentals of Personal Watercraft at Alto Lake. These services include but are not limited to kayaks, canoes, paddleboats, fishing tackle or additional services. The building on 118 Lakeshore Drive will be the location of operation.



Hours of operation to be determined and made available as soon as schedule allows. Months of Operation shall include May through Labor Day of each calendar year. Preferred operation hours are Wednesday through Sunday 8:00 am to 6:00 pm in addition to Monday, September 4, 2023 (Labor Day) 8:00 am to 6:00 pm.

Concession operation consists of selling food, drink items, fishing tackle, life preservers, boat rentals, and or other items identified for boating and fishing use at Alto Lake.

A Special Operation Season and Special Operation Time Established by **RESOLUTION 2019-01 ESTABLISHING GRINDSTONE CANYON RECREATION PROGRAM EVENT AND A SPECIAL OPERATION FUND** Adopted on April 9, 2019.

**VILLAGE OF RUIDOSO ORDINANCE 2018-05** - All concessionaire operations at Alto or Grindstone Lake, approved by contract with the village, shall be exempt from licensing regulations, unless otherwise provided by contract.

**Contractor Specifications:**

1. Contractor must comply will all local and state required boating regulations.
2. Contractor must comply with all state and local laws concerning the sale of food items. and must obtain the required State Food Permits, Licenses and abide by the rules and regulations of all Permits. Contractor must supply a copy of the permit to the Village for the file.
3. Quotes shall include proposed menu, rental items, and prices. Menu and rental items must be approved by the Village of Ruidoso. All items to be offered for sale or rent shall be clearly identified in the Vendors Quote.
4. Other services outside the specific conditions and technical specifications shall be clearly defined and must include an operating plan. All items to be offered for sale or rent shall be clearly identified in the Vendors Quote.
5. The Village of Ruidoso will work with the selected vendor to prorate monthly rent as needed to maximize offerings outside the defined months of operation.
6. All signage supplied by the Vendor must be preapproved by the Village, temporary in nature, of professional construction, and comply with Village of Ruidoso Ordinances.
7. All rental items shall be of commercial quality and meet the appropriate safety standard.
8. Rentals of personal watercraft shall be tracked through a numbered band system or other approved tracking method provided by the Village of Ruidoso. The Village will provide a process for reporting watercraft rentals.
9. The Village of Ruidoso Parks Department shall work with Contractor to provide visitor information including community events and activities.
10. During hours or operation, the restroom shall be made available to all customers.
11. Restrooms are to be maintained by Contractor in a sanitary manner.

12. Contractor will be required to become a New Mexico Department of Game and Fish License Vendor as permitted by NMDGF requirements.
13. Contractor will be required, at its own expense, to obtain and keep in force during the term of the contract the following insurance:
- a. Contractor must carry General Liability insurance in the amount of \$1,000,000.00 naming the Village of Ruidoso as additionally insured, submitted to the Village of Ruidoso, five days after the award of the contract.
  - b. Workers' compensation and Employee's Liability Insurance meeting the applicable requirements of the state of New Mexico.
  - c. The Contractor will be required to hold the Village harmless from any and all claims brought against it for any act occurring on or about the premises of which act are not the cause of the Village or any of its employees or agents. Contractor will be responsible for any and all attorney fees incurred by the Village in response or defense of such claims.
14. The Contractor shall work closely with the Village of Ruidoso Parks and Recreation Department Staff on hours of operation to assure that operations are open during programmed activities.
15. The Contractor shall provide staff for operation of concession stand during weekends and Holidays.
16. The Contractor shall employ an adult staff member to supervise staff during all operating hours.
17. The Village of Ruidoso reserves the right to make available items for sale that the Contractor is not offering to the clientele.
18. The Village of Ruidoso reserves the right to enter into agreements with vendors not in direct competition with products or services being offered within this agreement.
19. The Village of Ruidoso reserves the right to schedule events at Alto Lake and request concessions to be operated during those events.
20. Additional improvements by the Contractor shall be temporary in nature and shall be removed within 30 days of the termination of the contract and the site shall be left in the condition in which it was at the beginning of the contract. All improvements must be preapproved of by the Village of Ruidoso Parks and Recreation Department.
21. Contractor must obtain any necessary State and Village permits and inspections, including approved method of FOG disposal (fats, oils, and greases), Environmental Health and Fire Department inspections prior to occupancy and addressing all conditions of the agreement. The Contractor agrees to pay for grease trap maintenance as required by the permitting agency.
22. The Contractor shall maintain, clean, and pick up litter in the interior and exterior of the Concession building and comply with Local Ordinances and State Regulations regarding the handling and sale of food items.

23. The Contractor shall be responsible for keeping the immediate area surrounding all concessions free of litter and presentable during the term of the contract.

24. The Village of Ruidoso reserves the right to accept or reject all Quotes and to further negotiate the terms set herein and unspecified. The Village of Ruidoso reserves the right to reject any quote from a Quoter who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the quote of a Quoter who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Village.

25. The Village of Ruidoso Reserves the right to perform regular inspections and adherence to local ordinances as well as any items listed in the agreement.

26. The selected vendor shall work with the Village of Ruidoso in the promotion and advertisement of all operations related to the agreement.

27. Utilities: The Contractor agrees to pay for all utilities utilized during the season of operation. The selected vendor shall install and provide, at its own expense, all utility services required for operation. The Village Finance Department shall be responsible for invoicing the Contractor for all the Utilities including all applicable taxes.

28. Reporting of all sales shall be required for all retail goods. An independent report for all rentals, by a Village of Ruidoso approved method, shall also be provided with each payment. Reports shall be submitted along with the monthly payment. Payment shall be considered incomplete without the accompanying report.

29. Contractor shall keep and maintain, in accordance with the principles of good accounting practices, complete records of all gross revenues of every kind and nature received on or from the premises over which the Contractor has control. A monthly financial statement showing profit/loss shall accompany each payment.

## 2. COMPENSATION

- A. The Village of Ruidoso will be compensated with a **\$XXXX.XX per month rent, \$XX per vessel per rented hour, XX% of Retail Sales.**
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the CONTRACTOR.
- C. Payment to the Village of Ruidoso shall be due five days after the end of each month unless otherwise specified and agreed to by both parties. If the fifth day lands on a weekend, then the payment shall be due on the following Monday. A monthly financial statement showing profit/loss shall accompany each payment including the required reporting for personal watercraft. Payment to the Village must be made by cashier's check, money order, or cash unless otherwise agreed upon by the Village in writing.

## 3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO COUNCIL. Contract terms - The term of this contract shall be from **May 9, 2023, through Labor Day, September 4, 2023.** The Village of Ruidoso is willing to negotiate rental rates for off season months of September, October,

November, and December. The Vendor must inform the Parks and Recreation Director of their intention to operate in the Off Season by August 15<sup>th</sup> of each calendar year.

#### **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) calendar 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 THE CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

#### **5. RENEWAL**

The term of this Agreement is from May 9, 2023, through Labor Day, September 4, 2023, with the option to extend the contract for an additional three (3) years if mutually agreed upon by the Village of Ruidoso and the Contractor.

#### **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 Quotes, written clarifications to the Request for Quotes and Procuring Agency response to questions; (2) the CONTRACTOR's Best and Final Offer, and (3) the CONTRACTOR's response to the Request for Quotes.

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 Quotes, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Quotes.

## **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 Quote or proposal, the CONTRACTOR certifies that the accompanying Quote 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. SUCCESSION**

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

**32. 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.

**33. 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 9<sup>th</sup> day of May 2023.

**VILLAGE OF RUIDOSO**

**CONTRACTOR**

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

\_\_\_\_\_

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

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

(SEAL)

Attest:

\_\_\_\_\_  
Jini Turri, Village Clerk

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