

**REQUEST FOR QUALIFICATION BASED PROPOSALS
VILLAGE OF RUIDOSO**



**RFP # 2018-008P
Professional Engineering Services
General Obligation Bond Water Projects Phase III and Upper
Canyon Surface Diversion Structure,
NIGP Commodity Code 925-33**

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

Date Issued: April 27, 2018

Proposal due date: June 11, 2018

3:00 p.m. Mountain Time

**Billy Randolph
Purchasing Agent**

REQUEST FOR PROPOSAL

The Village of Ruidoso is requesting qualification based sealed proposals for **Professional Engineering Services for General Obligation Bond Phase III and Upper Canyon Surface Diversion Structure**. Sealed Proposals will be received by the **Village of Ruidoso, 313 Cree Meadows Dr., Ruidoso, NM 88345** for **RFP #2018-008P, NIGP Commodity Code#925-33**.

A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals will be received by **3:00 p.m. Mountain Time Monday, June 11, 2018** at the Village of Ruidoso Purchasing Department, **c/o Billy Randolph, 311 Center St., Ruidoso, NM 88345**. By submitting a proposal for the requested services each firm is certifying that their proposal is in compliance with regulations and requirements stated within the Request for Proposals.

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

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

Billy Randolph
Village of Ruidoso
Purchasing Agent

For Contracting Agency's Use Only)

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

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

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**VILLAGE OF RUIDOSO
REQUEST FOR PROPOSAL #2018-008P
NIGP Commodity Code# 925-33**

The Village of Ruidoso requests qualification-based sealed proposals for **Professional Engineering Services for General Obligation Bond Phase III and Upper Canyon Surface Diversion Structure** to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on Monday, June 11, 2018 at 3:00 pm mountain time.

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

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

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

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

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

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

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

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

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

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There isn't any U.S. mail delivery to the Purchasing Department's physical

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

SPECIFIC CONDITIONS

1. The company submitting an offer or proposal will be referred to as Firm and the Village of Ruidoso will be referred to as "Village". Specific Capabilities and experience shall address the information included and show how it relates specifically to the Ruidoso area. The format of response shall follow the outline as required in the RFP document
2. It is essential that Offerors clearly demonstrate they possess the necessary expertise for the specific design services. This includes but is not limited to; specialized design and technical competence, capacity and capability to perform the work, past record of performance with such factors as control of costs, quality of work and ability to meet schedules.
3. Proposals must be received by Monday, June 11, 2018 at 3:00 pm Mountain Time. Proposals received after the deadline will be kept on file unopened and will be opened and considered only in the event that all other proposals are deemed non-responsive.
4. Offeror shall submit six (6) copies of the proposal [one (1) original and five (5) copies]. Each proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals.
5. The Village of Ruidoso reserves the right to make multiple awards under this RFP. (§13-1-150 through 13-1-154.1, NMSA, 1978)
6. A Recommendation from the evaluation committee 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.
7. Award will be made to the Offeror whose proposal is determined to be most professionally and technically complete. A Proposal may be modified or withdrawn prior to the established due date in accordance with the requirements of the NM Procurement Code. (§13-1-106 NMSA 1978)
8. Following award both the Offeror and the Village shall designate representatives, and identify a main point of contact for all communications. Such individuals shall have authority to coordinate with or direct personnel assigned to the project.
9. Contract terms – Subject to funding availability, contracts awarded pursuant to this solicitation will have an initial term commencing on or about August 2018.
10. Proposed Dates – tentative

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

Action	Responsibility	Date
Proposal issued	Village of Ruidoso	April 27, 2018
Deadline to submit additional written questions	Potential Offerors	May 17, 2018
Response (Addenda to written questions)	Village of Ruidoso	May 18, 2018
Proposal Submission Deadline	Potential Offerors	June 11, 2018
Proposal Evaluation	Village of Ruidoso and Evaluation Committee	June 20, 2018
Village Council acts on Recommendations to approve award of RFP	Village of Ruidoso Council	July 10, 2018
Contract negotiations Completed and Council awards	Village of Ruidoso Council	TBD

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

EXPLANATION OF EVENTS

- 1. Issue Proposal.** This RFP is being issued by the Village of Ruidoso. Additional copies of this RFP can be obtained from the Purchasing Agent.
- 2. Pre Proposal Conference.** A pre proposal conference **will not be** scheduled for the Village of Ruidoso and all potential Offerors to answer questions regarding the scope of work.
- 3. Deadline to submit additional written questions.** Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on the Deadline to Submit Additional Written questions specified above. All written questions must be addressed to the Purchasing Agent.
- 4. Response to Written Questions/RFP Amendments.** Written responses to written questions and any RFP Amendments will be distributed to each potential Offeror whose name appears on the procurement distribution list.
- 5. Submission of Proposal to Village Of Ruidoso.** One (1) original and five (5) copies of proposals must be received by the Purchasing Agent no later than Monday, June 11, 2018 at 3:00 pm Mountain Time, the deadline for Submission of proposals to Village set forth above. Proposals received after the deadline will not be accepted. Proposals must be addressed and delivered to the Purchasing Agent at the address given above and labeled on the outside of a sealed package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile will not be accepted.
- 6.** The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all Offerors that timely submitted proposal. Pursuant to §13-1-116 NMSA, 1978 the contents of any proposal will not be disclosed to competing Offerors during the evaluation and negotiation process.
- 7. Proposal Evaluation.** The evaluation of proposals will be performed by an evaluation committee appointed by the Village. The evaluation committee will be composed of 3 to 5 people. There will be one additional alternate for the remainder of the committee. During the evaluation period, the Purchasing

Agent may, but shall not be required to, initiate discussions with one or more Offerors for the purpose of clarifying aspects of the proposals. Discussions may not be initiated by the Offerors.

8. **Selection of Finalists.** The Evaluation Committee will select, and the Purchasing Agent will notify, the finalist(s). Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations, if any, will be determined at that time.
9. **Best and Final Offers from Finalists.** Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may be clarified, in writing, at a finalist's oral presentation, if any, and points may be recalculated accordingly.
10. **Contract Finalization.** A contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Village reserves the right to undertake contract negotiations with other Offeror(s) without undertaking a new procurement process.
11. **Contract Award.** The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is (are) most advantageous, taking into consideration the evaluation factors set forth in this RFP. The date of award specified above is subject to change at the discretion of the Agency.
12. **Protest Deadline.** Any protest by an Offeror must be in conformance with §13-1-172 NMSA, 1978 and applicable procurement regulations. The 15 day protest period shall begin on the day following the contract award. A protest must be written and must include the name and address of the protestor, identify the RFP by name and number, contain a statement of grounds for protest, include appropriate supporting exhibits, and specify the ruling requested. The protest must be addressed and delivered to the Purchasing Agent and the Village Manager. Protests received after the statutory deadline will not be accepted.

REQUEST FOR PROPOSALS

Professional Engineering Services for General Obligation Bond Water Projects Phase III and Upper Canyon Surface Diversion Structure

The Village of Ruidoso intends to contract with a firm to perform Professional Engineering Services for miscellaneous water improvement projects. It is intended that this contract will be for an initial period beginning with the date of contract signing and ending one calendar year later with an option to renew yearly thereafter for three (3) additional, consecutive one year periods.

The Village of Ruidoso is seeking professional services for five water improvements or water related projects. These projects are listed below. Each project listed in this scope of work will be assigned in priority order through an approved Task Order. All tasks will be accomplished after issuance and approval of the governing body of each specific task order.

Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in water and system planning, design and construction oversight. The firm must maintain an office within the State of New Mexico and employ a staff that is adequate enough to respond to the Village's requests within a reasonable amount of time.

The Firm may be asked to perform the following professional services:

Architects/Landscape Architects

- ☐ Programming Phase
- ☐ Schematic Phase
- ☐ Design Development Phase
- ☐ Construction Documents Phase
- ☐ Bidding & Negotiations Phase
- ☐ Construction Administration Phase
- ☐ Post-Construction Phase

Engineers

- ☒ Study and Report Phase
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding & Negotiations Phase
- ☒ Construction Phase
- ☒ Operational Phase

Surveyors

- ☒ Property Boundary survey
- ☒ Topographic Survey
- ☒ Easement Survey
- ☒ Right-of-Way Survey
- ☒ Inspection Report

Planning Studies

- ☐ Comprehensive Plan
- ☒ Strategic (i.e. issue specific)
- ☒ Mapping and/or Zoning
- ☐ Other Planning Tasks

Hydrogeology

- ☐ Water Rights
- ☐ Water Resource Assessment
- ☐ Well Construction/Inspection
- ☐ Water Quality Assessments
- ☐ Water Resource Development
- ☐ Well Evaluations
- ☐ Well Design

I. PROJECTS IDENTIFIED FOR RFP

The purpose of these projects is to replace and/or rehabilitate existing water infrastructure in the Village of Ruidoso. Engineering firm selected through this RFP process will be responsible for design, bidding, and construction phase services of transmission lines, valves, pressure reducing valves, service lines, water main meters, vaults, and all other elements of water distribution design and construction including any necessary permitting, clearances, easements, etc. required. It is expected that these projects will be designed and constructed within two years of award.

General Obligation Bond Water Projects Phase III:

- Pine Cliff: Replace all existing asbestos concrete water lines in the Pine Cliff subdivision and surrounding area with 6" PVC water lines and fire protection (Figure 1). This area will include but not be limited to Glade, Chaparral, Cliff Drive, North Swallow and Mockingbird Lane. Most lines in the subdivision are known to be 6".
- Paradise Canyon Lateral Replacement: Replace all (approximately 75) 2" galvanized steel service laterals along water main with 2" PVC water lines (Figure 2). This could require significant traffic control.
- Hemlock Circle Phase II: Replace all 2" galvanized steel water lines with 6" PVC water lines and fire protection (Figure 3).

Upper Canyon Surface Diversion Structure:

Redesign existing diversion structure and rehabilitate or replace, to reduced maintenance requirements and increase efficiency (Figure 4 & 5).

Alto Reservoir Improvements:

As funding is available, identify, design, and prepare construction documents to implement projects that will improve efficiency of water use from the storage reservoir at the Alto Crest Treatment Plant.

II. SUBMISSION OF PROPOSALS

All proposals MUST be received no later than Monday, June 11, 2018 at 3:00 pm Mountain Time.

Proposals received after Monday, June 11, 2018 at 3:00 pm Mountain Time will not be accepted. The Purchasing Department will record the date and time of each proposal when they are received. Proposals must be addressed and delivered to Village of Ruidoso, Billy Randolph, Purchasing Department, 311 Center St., Ruidoso, NM 88345. Proposals must be labeled on the bottom left hand side on the front of the package to clearly indicate the **RFP #2018-008P Professional Engineering Services General Obligation Bond Water Projects Phase III and Upper Canyon Surface Diversion Structure, NIGP Commodity Code 925-33.**

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

An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter. The Village will not merge, collate or assemble proposal materials. **Faxed Or Electronic Proposals Will Not Be Accepted.**

III. FORM OF PROPOSALS

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

A. Number of Responses

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

B. Number of Copies

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

C. Proposal Format

The proposal must be limited in format and length. All proposals must be typewritten on Standard 8 ½" by 11" paper and bound with tabs delineating each section. Each proposal must contain the following materials in order:

- 1) Front Cover (blank on back side)
- 2) Transmittal letter
- 3) Table of Contents page (one page maximum)
- 4) Divider pages (see sections below)
- 5) Certificate (s) of insurance
- 6) Back Cover (blank on one side)

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

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

- Section 1 Specialized planning
- Section 2 Capacity & capability
- Section 3 Past records of performance
- Section 4 Familiarity with Contracting Agency
- Section 5 Work to be done in New Mexico
- Section 6 Current volume work

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. Offerors shall contact the Purchasing Department to clarify any questions concerning format to submission.

D. Matters to be addressed in Letter of Transmittal.

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

1) Identify and Describe the Submitting Organization.

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

2) Bind the Organization

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

3) Identify Contact Person or Persons

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

4) Acceptance of Terms/Specifications

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

5) Acknowledge any Amendments to the RFP.

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

IV. PROPOSAL PROCESS

A. INTRODUCTION

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)

B. DUE DATE

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

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

no later Monday, June 11, 2018 at 3:00 pm Mountain time. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. There is no mail delivery to the Purchasing Department physical address.

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

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
311 Center St,
Ruidoso, New Mexico 88345.

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

C. INQUIRIES

1. Questions and/or clarifications concerning this RFP will be accepted in writing through May 17, 2018 by 5:00 pm Mountain Time. Requests may be transmitted via e-mail. Written response to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, will be issued by May 18, 2018 by 4:30 pm Mountain time. No Offeror may rely upon oral responses made by any Village employee or any representative of the Village. Questions and/or clarifications concerning this RFP shall be directed to:

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

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

V. EVALUATION AND PRESENTATIONS

A. CRITERIA FOR AWARD

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

B. PRESENTATION SCHEDULE (If necessary)

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

C. EVALUATION CRITERIA:

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

ITEM	Possible Points	Score																		
Specialized Planning and Technical Competence The Firm shall provide a list of examples of three (3) projects of a similar nature with contact telephone information. The examples should describe the difficulty of performing the duties required in this proposal.	20																			
Capacity and Capability of the Firm to perform the work within the Village of Ruidoso timeframe. All Projects identified in the Scope of Work must be completed in twelve months. The Firm shall provide a summary of the project approach and schedule for the work. The Firm shall include resumes of the project personnel that will be assigned to this work and actually be working on the project for the duration.	30																			
Past Record of Performance on the three (3) similar projects itemized in Item Number 1 above with respect to such factors as control of costs, quality of work, and ability to meet schedules.	20																			
Proximity to or familiarity with the Contracting Agency With the Village of Ruidoso's needs. (The Firm should include a summary of their understanding of the problems and alternatives for this project.)	10																			
Work to be done in New Mexico The amount of planning work that will be produced by a New Mexico firm within this state.	10																			
Current volume of work with the Contracting Agency that is less than 75% complete Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Current volume of work" tab as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores: <table> <tr> <td>None</td><td>=</td><td>10 Points</td></tr> <tr> <td>\$1 to \$25,000</td><td>=</td><td>8 Points</td></tr> <tr> <td>\$25,001 to \$50,000</td><td>=</td><td>7 Points</td></tr> <tr> <td>\$50,001 to \$75,000</td><td>=</td><td>5 Points</td></tr> <tr> <td>\$75,001 to \$100,000</td><td>=</td><td>4 Points</td></tr> <tr> <td>\$100,001 or more</td><td>=</td><td>0 Points</td></tr> </table>	None	=	10 Points	\$1 to \$25,000	=	8 Points	\$25,001 to \$50,000	=	7 Points	\$50,001 to \$75,000	=	5 Points	\$75,001 to \$100,000	=	4 Points	\$100,001 or more	=	0 Points	10	
None	=	10 Points																		
\$1 to \$25,000	=	8 Points																		
\$25,001 to \$50,000	=	7 Points																		
\$50,001 to \$75,000	=	5 Points																		
\$75,001 to \$100,000	=	4 Points																		
\$100,001 or more	=	0 Points																		
TOTAL POINTS	100																			

VI. COST PROPOSAL

The Cost Proposal will be used in the evaluation of the selected Proposers for the awards of the agreement. The Proposer must include a schedule of professional fees in a separate sealed envelope labeled "Cost Proposal." The schedule of professional fees must include, as a minimum, hourly rates for the personnel listed as well as reimbursable expenses including, but not limited to items such as faxes, copies, e-mails, phone calls, filings, etc.

VII. 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
Adam Sanchez – Project Manager 575-257-2386

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 one year with an option to extend the Agreement for three (3) additional one year terms, not to exceed a total of four (4) years.

38. Insurance:

- a. **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.
- b. **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.
- c. **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 box:

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

PROPOSAL FORM CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS MADE TO: ELECTED OFFICIALS

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—OR—

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

Signature

Title (Position)

Date

VILLAGE OF
Durango
NEW MEXICO

Do NOT Send to IRS
VENDOR REGISTRATION / UPDATE
TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Legal Name as Registered with IRS or SSA			DBA/Trade Name Enter doing business as													
Taxpayer Identification Number TIN# (9-digits) FEIN or SSA																
Federal Identification Number			OR													
XX-XXXXXXX			<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>													
Social Security Number			XXX-XX-XXXX													
Village of Ruidoso is Tax Exempt for all tangible goods. Please include your NM CRS # so a NTTC may be issued			NM CRS ID# Optional (11-digits)													
			XX-XXXXXX-XX- <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>													
Primary address Official address where correspondence, payments, purchases orders or 1099's should be sent			Physical Location of Primary Contact													
Address Line #1			Address Line #1													
Address Line #2			Address Line #2													
City	State	Zip	City	State	Zip											
Phone	Cell		Fax	Other												
Email			Website													
Entity Designation (select only one) REQUIRED			Entity Activity													
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership/Limited <input type="checkbox"/> Government or Government Operated Entity <input type="checkbox"/> Tax Exempt Organization under IRC Section 501 C____ <input type="checkbox"/> Limited Liability Company taxed as <input type="checkbox"/> Single Member <input type="checkbox"/> Partnership			<input type="checkbox"/> Estate or Trust <input type="checkbox"/> Corporation <input type="checkbox"/> Attorney / Legal Services <input type="checkbox"/> Medical / Health Care Services <input type="checkbox"/> Rental Property <input type="checkbox"/> Construction Services <input type="checkbox"/> Other _____													
Payment terms Village of Ruidoso pays net 30 unless otherwise stated.			Certificate of Insurance Expiration Date - attach certificate of insurance if work will be done on Village of Ruidoso property													
CERTIFICATION Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to back up withholding because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contributions to an individual retirement account (IRA), and payments other than interest and dividends). 3. I am a U.S. Citizen or other U.S. person. The Internal Revenue Service does not require your consent to any provision of this document other than the certification's to avoid backup withholding.																
Printed Name			Printed Title													
Signature			Date													
DEPT			FINANCE VENDOR #													
POC			DATE													

GO Bond Phase III
June 2018

**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?

Sales, Purchase or leasing property?

Yes____ No ____

Receiving, furnishing of goods, services or facilities?

Yes____ No ____

Commissions or royalty payments?

Yes____ No ____

3. Does any member of the 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 2016, 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 _____

**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.

Signature of Authorized Representative

Date

Typed Name & Title of Authorized Representative

**PROPOSAL FORM
NON-COLLUSION AFFIDAVIT**

STATE OF _____)
COUNTY OF _____) SS

_____, being first duly sworn, deposes and says:
That he/she is _____ of who submits herewith to the Village of Ruidoso, a
proposal/bid:

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

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

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

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

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

By: _____ Date: _____

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

Notary Public: _____

My commission expires: _____

**DRAFT ENGINEERING SERVICES AGREEMENT
FOR
General Obligation Bond Water Projects Phase III and Upper Canyon Surface Diversion
Structure RFP #2018-008P, NIGP COMMODITY CODE 925-33**

THIS AGREEMENT dated _____, made and entered into by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called the "OWNER" and an "Engineering Firm", the principal being a registered Engineer of the State of New Mexico, holding a certificate number PE # _____ hereinafter called the "ENGINEER".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the OWNER, and

WHEREAS, the OWNER desires to engage the ENGINEER for a period of one year from the date of this Agreement to render engineering services as described in this Agreement, the term of this Agreement is for one year with an option to extend the Agreement for three (3) additional one year terms, not to exceed a total of four (4) years, and the ENGINEER is willing to perform such services.

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

**ARTICLE I.
RECITALS**

The ENGINEER hereby agrees to perform professional engineering services relevant to this project in accordance with the terms and conditions set forth herein, and as provided in Exhibits I, and II which are attached hereto and by this reference made a part of this Agreement. The OWNER agrees to compensate the ENGINEER as set forth in Article IV of this Agreement.

**ARTICLE II.
SCOPE OF WORK**

A. GENERAL DESCRIPTION

Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in water and sewer system planning, design and construction oversight. The firm must maintain an office within the State of New Mexico and employ a staff that is adequate enough to respond to the Village's requests within a reasonable amount of time.

The Firm may be asked to perform the following professional services:

Architects/Landscape Architects

- ☐ Programming Phase
- ☐ Schematic Phase
- ☐ Design Development Phase
- ☐ Construction Documents Phase
- ☐ Bidding & Negotiations Phase
- ☐ Construction Administration Phase
- ☐ Post-Construction Phase

Engineers

- ☒ Study and Report Phase
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding & Negotiations Phase
- ☒ Construction Phase
- ☒ Operational Phase

Surveyors

- ☒ Property Boundary survey
- ☒ Topographic Survey
- ☒ Easement Survey
- ☒ Right-of-Way Survey
- ☒ Inspection Report

Planning Studies

- ☐ Comprehensive Plan
- ☒ Strategic (i.e. issue specific)
- ☒ Mapping and/or Zoning
- ☐ Other Planning Tasks

Hydrogeology

- ☐ Water Rights
- ☐ Water Resource Assessment
- ☐ Well Construction/Inspection
- ☐ Water Quality Assessments
- ☐ Water Resource Development
- ☐ Well Evaluations
- ☐ Well Design

B. PROJECTS IDENTIFIED FOR THIS CONTRACT INCLUDE:

1. Pine Cliff Water Line Replacement
2. Paradise Canyon Lateral Replacement
3. Hemlock Circle Phase II Water Line Replacement
4. Upper Canyon Diversion
5. Alto Reservoir Improvements

C. IN GENERAL - ENGINEERING SERVICES

1. The ENGINEER'S services consist of those services performed by the ENGINEER, ENGINEER's employees and ENGINEER's subcontractors as enumerated in this Agreement and all attachments hereto.
2. The ENGINEER's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the OWNER, the ENGINEER shall submit for the OWNER's approval a schedule for the performance of the ENGINEER'S services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the OWNER'S review and for approval of submissions be authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the OWNER shall not, except for reasonable cause, be exceeded by the ENGINEER or the OWNER.

D. ENGINEER'S BASIC SERVICES

ENGINEER'S Basic Services will be defined for this Project as defined in the scope of work.

E. ADDITIONAL SERVICES

In the event that additional services beyond the scope of this agreement, or the approved scope of a specific project, are required of the ENGINEER, said services and payment shall be negotiated and authorized in advance, in writing by the OWNER subject to the provisions set forth in Article IV.

F. OWNER'S RESPONSIBILITIES

The OWNER shall provide information regarding the requirements for the Project, including a program which shall set forth the OWNER'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements, where applicable.

The OWNER shall:

- a. Provide to the ENGINEER general criteria, design and construction standards and information as to the OWNER'S requirements for the project, so that ENGINEER may complete the project according to OWNER'S standards, criteria and guidelines.
- b. Make available for the use of the ENGINEER all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the ENGINEER pursuant to this Agreement and also any other maps, records, or other materials available to the OWNER upon the OWNER'S request to any other public agency or body.
- c. Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER'S services.
- d. Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this agreement.
- e. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project or other event which may substantially affect ENGINEER'S performance of services under this Agreement.
- f. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by the ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- g. Provide such legal and accounting counseling services as may be required for the project.

ARTICLE III. TIME OF BEGINNING AND COMPLETION

- A.** The ENGINEER agrees to start work on the services for this project as outlined under Article II of the Agreement within ten (10) days after receipt of written notice to proceed in the form of a task order from the OWNER, following the approval of the task order by the OWNER.
- B.** The work to be performed shall be completed in accordance with the schedule established for this project.
- C.** In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this Agreement, the schedule may be adjusted accordingly.

ARTICLE IV. COMPENSATION

A. BASIC SERVICES

Compensation for Basic Services for this Project as described in Article II for complete payment for said services and all expenditures which may be made and expenses incurred, shall be paid, except as otherwise expressly provided in the Agreement. The Basic Fee shall be a lump sum payment and/or and hourly/direct cost payment to be negotiated by the OWNER and the ENGINEER as applicable for this project.

B. SPECIAL SERVICES

As compensation for the services rendered by the ENGINEER as set forth in Article II of the Agreement entitled "Additional Services," the OWNER and ENGINEER shall negotiate a fixed lump sum payment and/or an hourly/direct cost payment prior to the commencement of the services.

1. For the services rendered by the ENGINEER's staff the hourly rates specified in EXHIBIT III (inserted by Engineering Firm) shall be used in the fee negotiations.

The categories and rates specified above are for special services to be rendered under the Agreement and include expenses incurred in the accomplishment of the work except as otherwise provided herein through the duration of the contract, as may be modified by agreement when prevailing categories and rates shall be reviewed and altered as mutually agreed upon.

2. In addition to the above compensation, the ENGINEER shall be reimbursed for travel, subsistence and other out-of-pocket expenses incurred while away from home office, and amount not to exceed the following:
 - a) For subsistence, including lodging and meals, at reasonable invoice costs.
 - b) For out-of-pocket expenses and amount equal to reasonable invoice cost.
 - c) For travel by automobile, a rate equal to that allowed by the IRS.
 - d) For travel by commercial common carrier and amount equal to reasonable invoice cost.
 - e) For travel by corporate aircraft, the actual cost not to exceed equivalent cost charged by local air carrier service.
3. For payment for the services rendered by the ENGINEER'S staff under Special Services subparagraphs B.1 through B. 11 of Exhibit I of this Agreement, the OWNER and ENGINEER shall negotiate a lump sum payment and/or and hourly/direct cost payment. If the work is done by a third party, the OWNER shall pay the ENGINEER the amount of the third party's invoice plus ten percent (10%).
4. For the services rendered under Special Services subparagraph B.12, the OWNER shall pay the ENGINEER at the rate of the established fee charged by the ENGINEER for the computer time.

C. CERTIFIED COST RECORDS

The ENGINEER shall furnish certified cost records for all billings (pertaining to other than lump sum fees) to substantiate all charges. The OWNER, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to work performed under this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE V. INSURANCE

A. LIABILITY

1. The ENGINEER agrees to obtain insurance policies approved by the State of New Mexico and acceptable to OWNER with the minimum limits as follows:

Insurance	Coverage	Limits
General Liability Comprehensive Form	Bodily injury and property damaged combined	\$1,000,000 each occ./aggregate
Automobile Liability Comprehensive Form (Owner, hired, non-owner)	Bodily injury and property damaged combined	\$500,000 each occ./aggregate
Workman's Compensation	Statutory	
Professional Liability	Any one claim and in the aggregate	\$500,00 minimum

2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER within ten (10) days after the NOTICE OF AWARD. The Certificates of Insurance shall:
 - a) Show an expiration date: ENGINEER shall provide a renewal certificate at least fifteen (15) days prior to the expiration date.
 - b) Contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to OWNER.
 - c) Name the Village of Ruidoso as an additional insured
3. The ENGINEER shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the ENGINEER shall require such SUBCONTRACTOR similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. In case any class of ENGINEER'S employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under Workman's Compensation statute, the ENGINEER shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

ARTICLE VI. INDEMNIFICATION

- A. The ENGINEER agrees to defend the OWNER, its officers, agents and employees from all suits, actions, or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by the negligence of the ENGINEER under this Agreement,

where the sole alleged basis for the liability of the OWNER, its officers, agents, or employees is the negligence of the ENGINEER. The Engineer agrees to indemnify and save harmless the OWNER, its officers, agents, and employees from and against all liability suffered by any of them to the extent that the basis for the liability is the negligence of the ENGINEER. The ENGINEER is not required hereunder to defend the OWNER, its officers, agents, or employees, or any of them from allegations that they were negligent or indemnify and save them harmless from liability based on their negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in the Agreement. Nothing herein is intended to impair any right of indemnity under the laws of the State of New Mexico.

- B. Failure of ENGINEER to take out and/or maintain any required insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the ENGINEER concerning indemnification.

ARTICLE VII. 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 renew yearly thereafter for three (3) additional consecutive one year periods, not to exceed a total of four (4) years. This Agreement shall remain in full force and effect for a period of one (1) year from the effective date hereof, with an option to extend the Agreement for three (3) additional one year terms, or until such time as it is terminated by ENGINEER upon thirty (30) days written notice or by Village upon thirty (30) days written notice that employment is to be so terminated. If the Village does not receive the required state funding for any fiscal year through 2018, the contract shall not be extended for that year.

ARTICLE VIII. TERMINATION

- A. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (if mailed, it shall be by certified mail), the effective date of termination will be deemed to be thirty (30) calendar days from the date of the mailing. If notice of termination is delivered, termination is effective thirty (30) calendar days from date of receipt. If notified of termination, ENGINEER shall immediately cease performing services and deliver to OWNER, any work and/or work product(s) in progress. If ENGINEER terminates this contract, notice of termination shall include ENGINEER's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
- B. Either Party may terminate this agreement, upon thirty (30) days' notice, at the end of each year for which it has been renewed.

ARTICLE IX. SUBCONTRACTING

- A. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.
- B. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

ARTICLE X. ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned shall extend to and be binding upon the successors and assigns of the parties hereto. Any attempted assignment of the Agreement without consent shall be null and void.

ARTICLE XI. ADMINISTRATION OF AGREEMENT

The Mayor, or a duly authorized representative, shall administer this Agreement for the OWNER and the ENGINEER agrees to follow the directives of the OWNER concerning policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.

ARTICLE XII. RECORDS

- A. The ENGINEER shall make available to the OWNER, upon request, maps, records, field notes, and soil tests which were developed in the course of work for the OWNER and for which compensation has been received by the ENGINEER.
- B. The field notes, design notes, and original tracings, of plans, as instruments of service, are and shall remain the property of the ENGINEER; however, the OWNER will at no additional cost, be furnished on complete set of reproducible copies of the original drawings of the work and one electronic set of drawing files.

ARTICLE XIII. APPROPRIATIONS

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

ARTICLE XIV. CONFLICT OF INTEREST

The ENGINEER represents 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 the Agreement.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41CFR Part 60.

ARTICLE XVI. GRATUITIES

- A. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- B. In the event this Agreement is terminated as provided in paragraph (A), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

ARTICLE XVII. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

ARTICLE XVIII. ASSURANCE AGAINST DEBARMENT

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or RUS.

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

_____ day of _____, 20____.

VILLAGE OF RUIDOSO, NEW MEXICO

ATTEST:

Lynn Crawford, Mayor Date

Irma Devine, Village Clerk Date

APPROVED AS TO FORM:

By: _____
Zack Cook, Village Attorney

Date: _____

ENGINEERING FIRM

By: _____

Title: _____

Date: _____

ATTEST:

Date: _____

EXHIBIT I

DUTY OF ENGINEER

Upon the execution of this Agreement and when directed by a negotiated order issued by the Owner, it shall be the duty of the Engineer to render the following professional services as defined in this project:

A. BASIC SERVICES

a. Pre-design Phase

1. Confer with the Owner to review needs and requirements, inspect the site for the work, review the available material assembled by the Owner, and discuss design criteria and scheduling.
2. Plan the necessary surveys and other field investigations for design.
3. Coordinate with and secure preliminary approval from the State, the Federal government, and any other public or private agency where required or affected by the proposed construction.
4. Plan for and assist the Owner in procuring any necessary traffic studies, soil investigations, special photogrammetry or other special studies.
5. Supervise the conduct of all necessary laboratory and field tests to determine proper construction design.
6. Develop in conjunction with the Owner the project design and construction schedule and budget. Establish procedures to implement the schedule, budget and control the quality of the work including establishing present development phasing, project milestones and identifying progress and coordination meeting schedules.
7. Provide five (5) copies and (1) electronic copy of all documents and review them in person with the Owner.

b. Preliminary Design Phase for each project element identified in the Pre-design Phase:

1. Prepare engineering studies, including, but not limited to, design analysis, preliminary plans, preliminary estimates of cost and outline specifications. In this regard the parties agree as follows:
 - (1) The design analysis shall contain complete design calculations to substantiate the design and materials proposed in the sequence in which they were made accompanied by appropriate sketches with formulas written out in general form and each parameter defined.
 - (2) The preliminary plans shall include drawings that are overall sixty percent (60%) complete, with civil design seventy percent (70%) complete, and structural, mechanical and electrical design fifty percent (50%) complete.
 - (3) The preliminary estimate of cost will not be a detailed time and material take-off; however, the estimate must be complete for the project. All items shall be estimated to arrive at a project total which represents the estimated construction cost of the project. The preliminary estimate should be itemized to include the major items of each specialty. Other costs (i.e., engineering, legal, and administrative) will be shown as a percentage. A summary of total project costs must show applicable Owner, State, and Federal participating amounts or percentages. The Owner will provide estimated of any land costs.
 - (4) The outline specifications shall include name of Project, scope of work included, project work not in the contract, Owner-furnished property, if available, list of

drawings and list of specifications sections covering all phases of required work arranged as a guide for formal documents.

- (5) Five (5) sets and (1) electronic copy of engineering studies, preliminary plans, preliminary estimates of cost and outline specifications and two (2) sets and (1) electronic copy of the design analysis shall be submitted for review and approval of the Owner. Additional sets will be made available depending on the review agencies involved.
2. The Engineer shall not proceed with further performances of Basic Services until receiving a written order to do so from the Owner.

c. Final Design Phase

1. Hold detailed conferences with the Owner, and other interested parties or agencies to determine funding availability and construction phasing.
2. The Engineer shall perform the following:
 - (1) All plans, specifications, documents, and layouts prepared by the Engineer shall conform to and comply with standard practice and design requirements of the Owner and any federal, state or municipal codes and ordinances in effect on the date of this Agreement which are applicable to the particular type of facility to be constructed.
 - (2) Prepare for review and approval by Owner, its legal counsel. Funding agencies and other advisors final drawings to show the character and extent of the Task, Specifications, Contract agreement Forms, General Conditions and Supplementary Conditions, and Bid Forms, Invitations to Bid and Instructions to Bidders, and assist in the preparation of other related documents.
 - (3) Prepare complete detailed working drawings and contract documents; submit ten (10) copies thereof to the Owner for its review and approval. Corrections and minor changes in completed plans, specifications, and contract documents required by the Owner shall be made by the Engineer at Engineer's cost.
 - (4) Secure approval of the final plans and specifications by the Owner, and prepare the necessary permits from other public or private agencies where required or affected by the proposed construction, provided that such approvals are not unreasonably withheld.
 - (5) After final review and corrections or changes, furnish the Owner with three (3) copies and (1) digital copy of the approved plans, specification, and contract documents of the task, and furnish at actual cost of reproduction such additional copies as the Owner may request.
 - (6) Prepare an engineer's detailed estimate of cost for the task.

d. The Bid and Construction Phase

1. Assist the Owner in calling for bids, tabulate bids and furnish a recommendation on the award of the construction contract.
2. Assist the Owner preparation and execution of formal contract documents for the award of the contract.
3. Represent the Owner at the Preconstruction conference and furnish consultation and advice during construction of the work.
4. Review and determine the acceptability of manufacture's shop drawings, catalog data and samples or equipment or materials proposed for use by the contractor: make detailed mill, shop and or laboratory inspection of materials and equipment and review the results of tests and inspections and other data which each contractor is required to

submit. Also, determine the acceptability of substitute materials and equipment proposed by Contractor; and receive and review for general content as required by the Specifications maintenance an operating instructions, scheduled, guarantees, bonds, and certificates of inspections which are to be assembled by Contractor in accordance with the Contract Documents.

5. Prepare elementary sketches and supplementary sketches required to resolve actual field conditions encountered which do not involve a change of scope.
6. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor and to determine in general if the work is proceeding in accordance with the Contract Documents. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. During such visits and on the basis of on-site observations, Engineer shall keep Owner informed of the progress of the work, shall endeavor to guard Owner against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Engineer shall notify Owner in writing of any failure by the Contractor to perform the work in accordance with the Contract Documents that are within Engineer's knowledge.
7. Based on Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and scheduled. Determine the amounts owing to Contractor and recommend in writing payments to the Contractor in such amounts. These recommendations of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated that, to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (Subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendations);and that payment of the amount recommended is due Contractor.
8. Make final instruction and a written recommendation that the work had been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations under the Contract Documents. The Engineer shall permit the Owner or other participating agencies to make such tests and inspections during the program and its completion of construction as may be appropriate or necessary. Prepare final Engineer's report with final pay estimate and Tabulation of overruns and under runs with associated explanation for each.
9. It is expressly understood and agreed that the Engineer in performing construction inspection and observation will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Engineer does not guarantee the performance of the contractor. Further it is expressly understood and agreed that the Engineer will not direct the Contractor's operations and will not be responsible for the safety of personnel other than Engineer's own employees on the site.

B. SPECIAL SERVICES

When directed by a negotiated order issued by the Owner, the Engineer shall furnish or acquire for the Owner the following professional and technical services:

- a. Land surveys for real property and/or right-of-way acquisitions and prepare plats and legal descriptions of same and assist the owner in the securing of appraisals, acquisition and disposition of properties related to the task.
- b. Engineering survey and photogrammetry for design.
- c. Construction survey and for the setting of grades, lines, and limits of the work, and to verify the correctness of the work as it is in progress.

- d. Project representation during construction and provide the services of competent resident project representative approved by owner together with such assistant project representatives as the Owner deems necessary during the time when construction is in progress. The duties and responsibilities and the limitations on the authority of the resident project representative and his assistants shall be limited to those contained in Exhibit II attached hereto, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."
- e. Soil, material and foundation investigation, soil and material tests and analysis of test results, chemical laboratory testing and analysis, and other third party specialty services.
- f. Mobile field testing laboratory appropriately equipped for required field testing of materials.
- g. Expert witness testimony in litigation arising from the development or construction of the task.
- h. Design of task additions or alterations as may be authorized by the Owner in writing.
- i. Assistance in the securing of local, state and Federal grants including the preparation of necessary applications and supporting documents for grant payment requests.
- j. Preparation of record drawing and construction completion reports.
- k. Other planning, design, or consulting services required and authorized by the Owner in connection with improvements.
- l. Provide electronic computer time when used in connection with authorized special services.

C. PERFORMANCE

The Engineer hereby agrees that immediately upon the execution of this Agreement and, upon receipt of written order to proceed, he will enter upon the duties herein prescribed, that he will proceed with the work continuously and make the various submittals on or before the schedule developed in the pre-design phase. Review approvals shall normally be given by the Owner within twenty-one (21) calendar days.

The Engineer shall submit:

- a. A mutually agreeable schedule for the various portions and phases of the work herein prescribed within thirty (30) calendar days after date of this Agreement. Said schedule to be attached to and made a part of this Agreement.
- b. Final Engineer's report within thirty (30) calendar days after completion of each portion of the task.
- c. Within thirty (30) calendar days after date of acceptance of each portion of the task by the Owner the ENGINEER shall submit
 - 1. "As-built or Record" reproducible drawings and
 - 2. GIS shape files in both: (1) Projected Coordinate System:
NAD_1983_StatePlane_New_Mexico_Central_FIPS_3002_Feet Projection: Transverse Mercator and (2) Coordinate System: WGS_1984_Web_Mercator_Auxillary_Sphere
Projection: Mercator_Auxillary_Sphere
- d. If any delay is caused the Engineer by order of the Owner to change design or plans or by failure of the Owner to designate rights-of-way or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described or by other delays due to caused entirely beyond the control of the Engineer, then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the Owner and the Engineer at the moment a cause for delay occurs.
- e. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by, and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner, in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

END OF EXHIBIT I

EXHIBIT II

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, between the Village of Ruidoso (OWNER) and _____ (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in inspecting performance of the work of contractor.

Through extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge of, and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

- a. Schedules: Review the progress schedule of Shop Drawing submittals and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability of such schedule.
- b. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings. And prepare and circulate copies of minutes thereof.
- c. Liaison:
 1. Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents: and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
 2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
- d. Shop Drawings and Samples:
 1. Record date of receipt of Shop Drawings and samples.
 2. Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.
 3. Advise ENGINEER and contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:

1. Conduct on-site inspections of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 2. Report to ENGINEER when RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents. Or has been damaged, or does not need the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 3. RPR will also notify the contractor of materials or work that appears to be unsatisfactory or not in compliance with the contract requirements and that such material or work and any subsequent work so affected may be subject to rejection. The RPR will advise the ENGINEER and OWNER of such observations for guidance and decision concerning rejection.
 4. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate record thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and startups.
 5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these inspections and report to ENGINEER and OWNER.
- f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.
- g. Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.
- h. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 2. Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 3. Record names, addresses and telephone numbers of all contractor, subcontractors and major suppliers of materials and equipment.
- i. Reports:
1. Furnish ENGINEER periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 2. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 3. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from contractor and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 4. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- j. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.

- k. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.
- l. Completion:
 - 1. Before ENGINEER issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
 - 2. Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected
 - 3. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative (RPR):

- a. Shall not authorize any deviation from the Contract Documents or substitution of material or equipment, unless authorized by ENGINEER.
- b. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- c. Shall not undertake any of the responsibility of contractor, subcontractors or contractor's superintendent.
- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- f. Shall not accept Shop Drawing or sample submittals from anyone other than contractor.
- g. Shall not authorize OWNER to occupy the Project in whole or in part.
- h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF EXHIBIT II

EXHIBIT III

HOURLY RATE SCHEDULE

***(THE HOURLY RATE SCHEDULE MUST BE PROVIDED AND INSERTED INTO
EXHIBIT III PRIOR TO THE EXECUTION OF THIS AGREEMENT)***

Figure 1. Pinecliff Subdivision Proposed Water Line Replacement

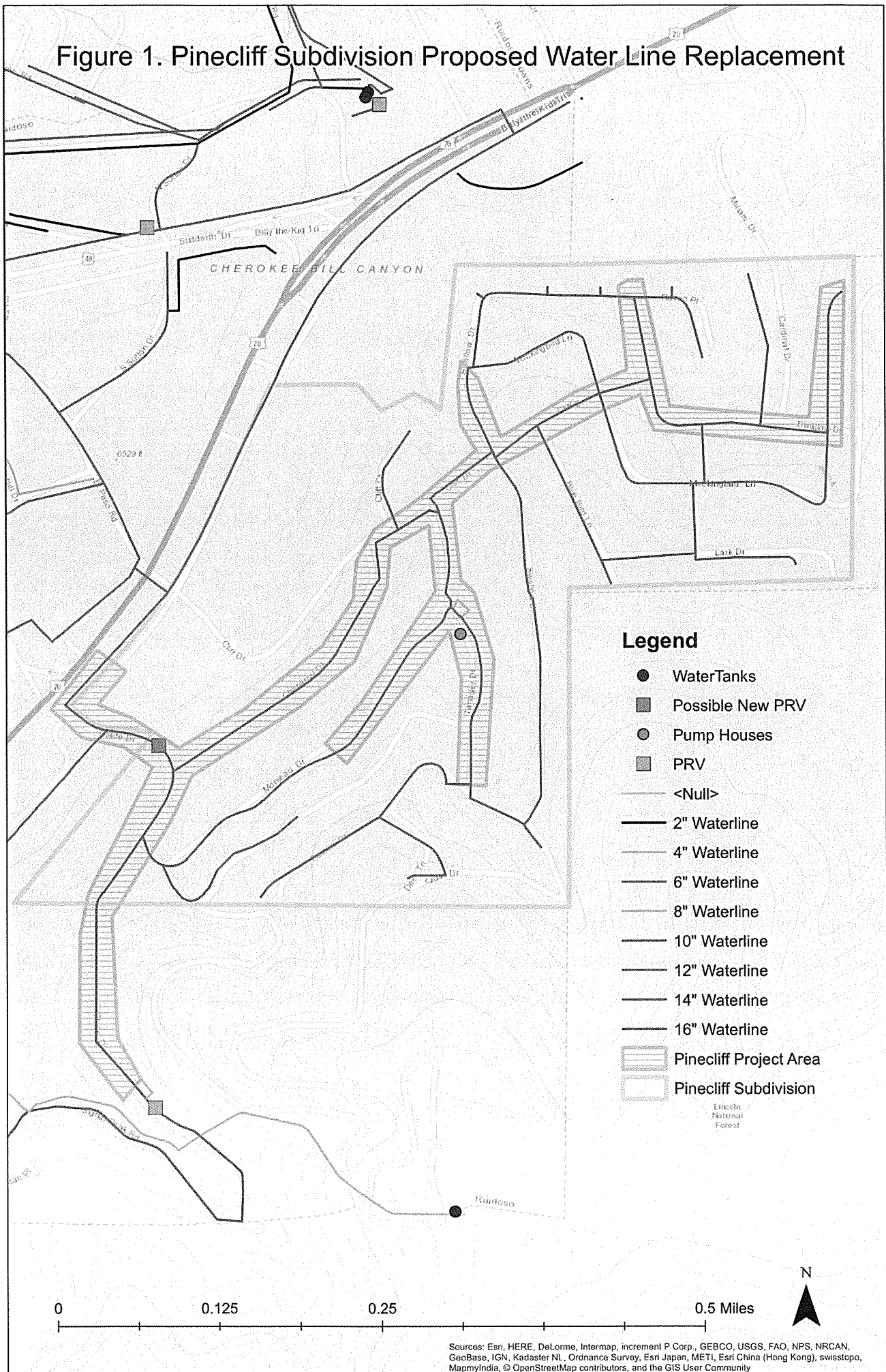


Figure 2. Paradise Canyon Proposed Lateral Water Line Replacement

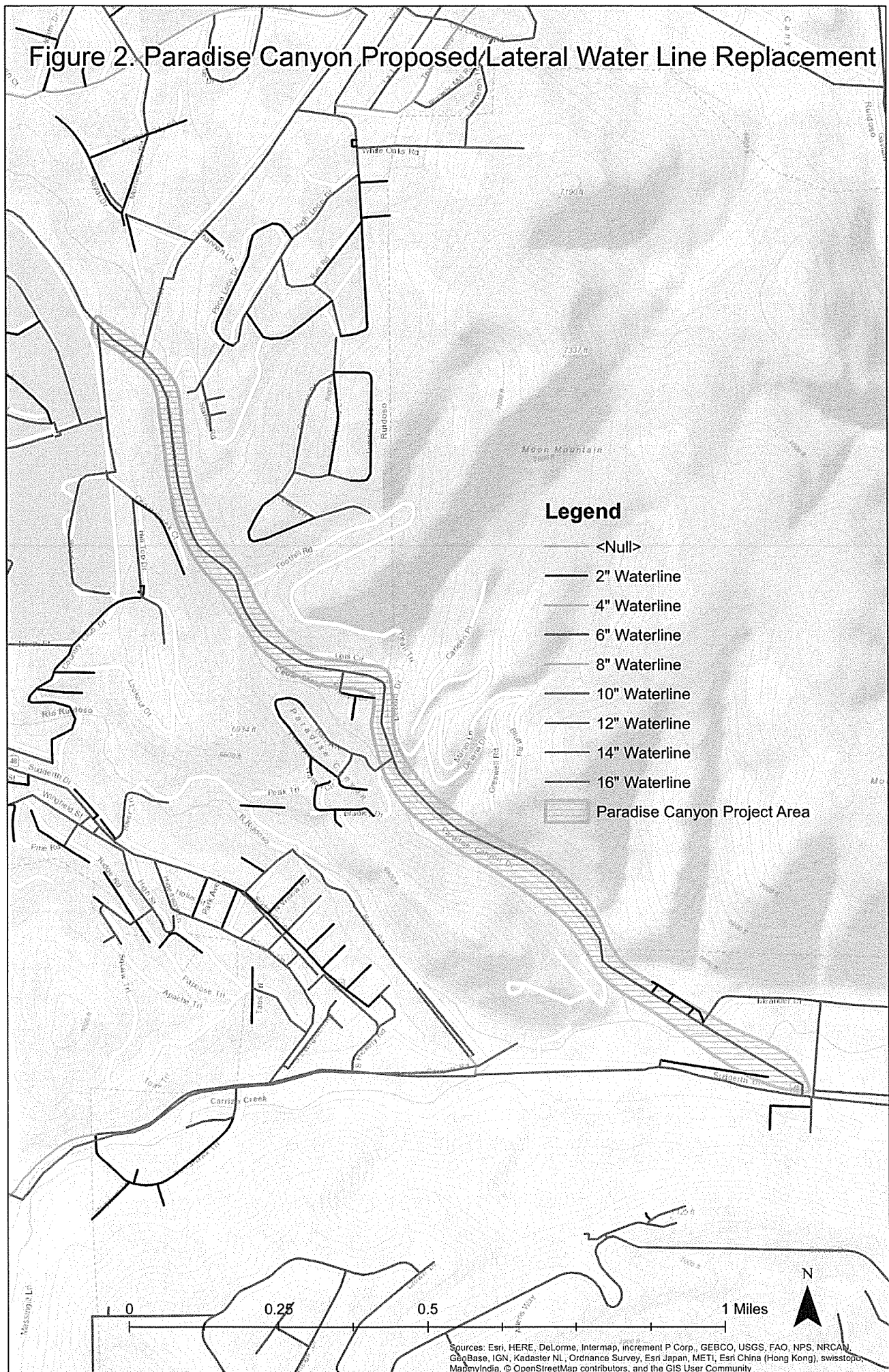


Figure 3. Hemlock Circle Phase II Proposed Water Line Replacement

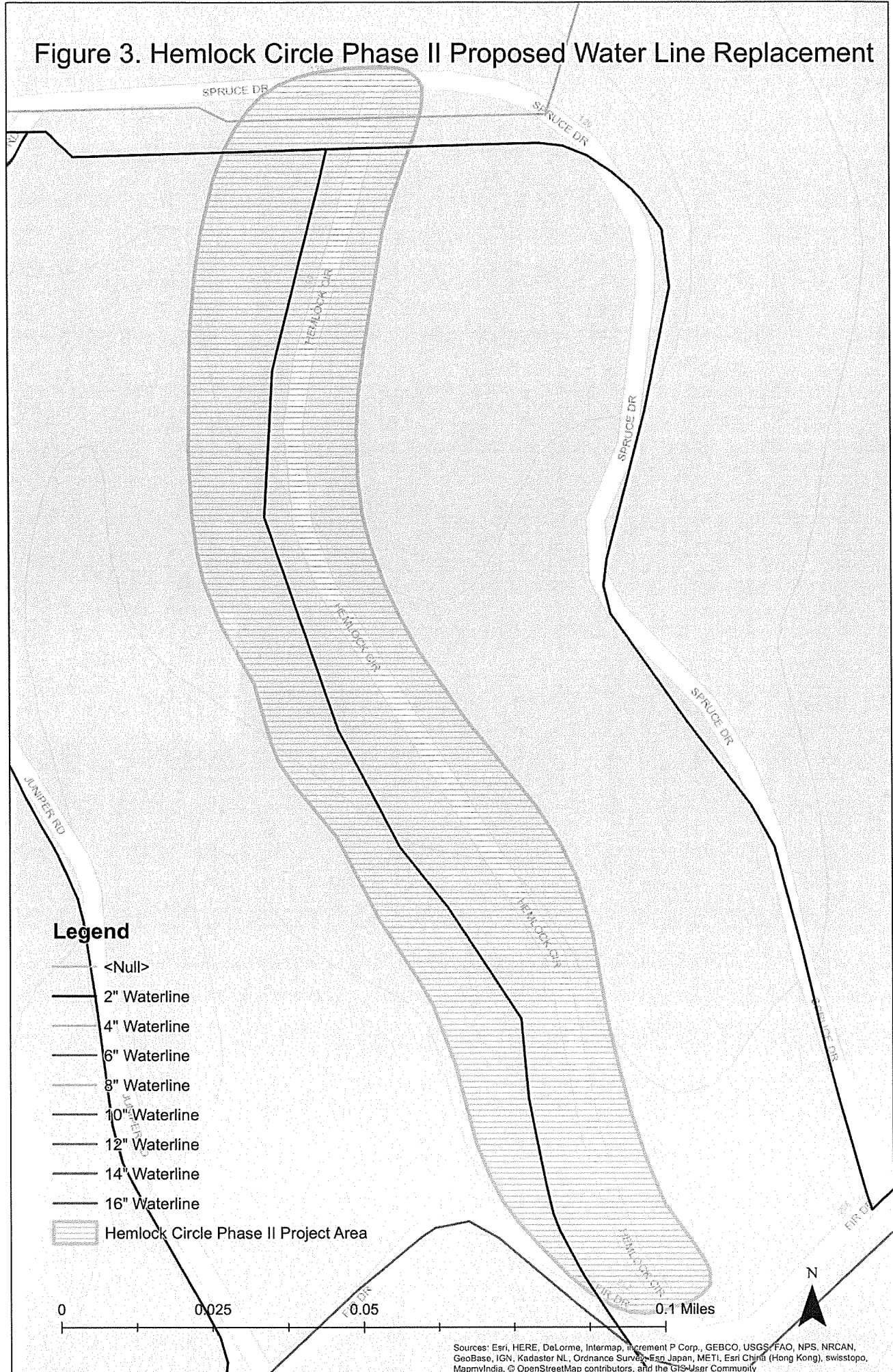


Figure 4. Upper Canyon Diversion Dam.



Figure 5. Upper Canyon Diversion Parshall Flume with Stilling Basin

