

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



**RFP #2017-001P**

**Convention Center Marketing for the Village Of Ruidoso**

**Contracting Agency:  
Village of Ruidoso  
313 Cree Meadows Dr.  
Ruidoso, NM 88345  
575.257.2721**

**Date Issued: July 22, 2016**

**Proposal due date:  
August 16, 2016**

**Procurement Manager:  
Billy Randolph  
Purchasing Agent**

# REQUEST FOR PROPOSAL RFP #2017-001P

**The Village of Ruidoso is requesting qualification-based competitive sealed proposals to provide Professional Services for Convention Center Marketing for the Village of Ruidoso**

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 of Ruidoso.

All proposals shall be received by 3:00 pm local time on Tuesday, August 16, 2016 at the Village of Ruidoso Purchasing Warehouse located at 311 Center St., Ruidoso, NM 88345 or mailed to Village of Ruidoso, 313 Cree Meadows Dr., 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. Submitted proposals shall not be publicly opened. Any proposals received by the Purchasing Department after the time and date specified shall not be considered.

Copies of the Request for Proposal can be obtained from the Village of Ruidoso Web Site ([www.ruidoso-nm.gov](http://www.ruidoso-nm.gov)) or in person at the office of the Purchasing Agent at 311 Center Street, Ruidoso New México 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](mailto:Billyrandolph@Ruidoso-nm.gov)

The Proposal contents will not be read aloud. 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.

**Billy Randolph  
Village of Ruidoso  
Purchasing Agent**

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For Contracting Agency's Use Only)

Newspaper	<u>Ruidoso News</u>	Publish Date	_____	PO#
Newspaper	<u>Albuquerque Journal</u>	Publish Date	_____	PO#
Newspaper	<u>Las Cruces DailySun</u>	Publish Date	_____	PO#

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.

**VILLAGE OF RUIDOSO**  
**REQUEST FOR PROPOSAL RFP# 2017-001P**

The Village of Ruidoso requests qualification-based sealed proposals for **Professional Services for Convention Center Marketing for the Village of Ruidoso** to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on **Tuesday, August 16, 2016** at 3:00 pm local time.

The Proposal contents will not be read aloud. 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.

**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. Proposals must be received **by August 16, 2016 at 3:00 pm MST.** Proposals received after the deadline will be kept on file unopened and will be opened and considered only in the event that all other proposals are deemed non-responsive.
2. Offeror shall submit six (6) copies of the proposal. Each proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals.
3. 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)
4. Proposals shall be valid for a period of sixty (60) days following the date of proposal opening.
5. **Contract terms** - The term of this contract shall be for **one (1) year** from the date of written notification of award of proposal, with an option to extend the contract an additional **three (3) years**, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.
6. All proposals are subject to all applicable taxes. Taxes will be added and paid at the time of billing.
7. Should any Addendums to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an Addendum requires a time extension, the proposal submission date will be changed as part of the written Addendum.
8. The Offeror will be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be **\$1,000,000.00**. The Offeror also will be required to carry Workers Compensation Insurance.
9. 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.

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Proposal issued	Contracting Agency	July 22, 2016
Deadline to Submit Acknowledgement of Receipt ( Page #19)	Potential Offerors	July 29, 2016
Deadline to submit additional written questions	Potential Offerors	August 4, 2016
Response (Addenda to written questions)	Contracting Agency	August 5, 2016
Proposal Submission Deadline	Potential Offerors	August 16, 2016
Proposal Evaluation	Contracting Agency and Evaluation Committee	August 18, 2016
Tentative date of Award	Contracting Agency	September 13, 2016
Interview/Presentation	Contracting Agency	TBD
Protest Deadline	Potential Offerors	September 28 ,2016
Contract Completion	Contracting Agency	October 11, 2016

**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. Acknowledgement of Receipt/Distribution List Response.** A potential Offeror that wished to have its name placed on the procurement distribution list must return to the Purchasing Agent by hand delivery, facsimile, or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" attached as **Appendix A**. The procurement distribution list will be used to distribute written responses to questions and RFP amendments, if any, and other correspondence relating to this RFP. A potential Offeror who fails to return this form will not appear on the Procurement Distribution List and that potential Offeror will not receive written responses to questions, RFP amendments, or other correspondence or notices relating to this RFP.

**3. 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.

**4. 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.

**5. 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.

**6. 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 **August 16, 2016 @ 3:00 pm MST** on 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.

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. 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. Oral presentations/Interviews.** 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 Offerors set-up period and during the presentation to offer assistance.

An on site presentation and discussion is expected. 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.

The Village is requesting that the Offeror 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Services for Convention Center Marketing for the Village of Ruidoso

### I. SCOPE

The Village of Ruidoso is soliciting proposals for a FULL SERVICE marketing agency to promote the Village's Convention Center on a contractual basis. The purpose is to provide maximum exposure to the tourism and visitors market in order to boost the Village's economy and through general advertising promotion, marketing and group sales service at the Village of Ruidoso Convention Center. Proposals will be considered that include the following:

1. Market through print, advertising, direct mail, internet, telephone, word of mouth, personal visits or any other form of marketing services and facilities of the Convention Center. Market area attractions, such as, but not limited to skiing, horse racing, museums, camping, fishing, hiking, biking and performing arts to support bookings at the Convention Center
2. Offeror must be able to a) demonstrate knowledge of Lincoln County and surrounding areas, b) have experience with convention marketing, c) promote the Convention Center as the ideal meeting place to group and tour planners, d) diligently follow-up sales leads, attend industry trade shows and do other things required for an efficient and effective sales program, and e) maintain an office at the Convention Center during normal working hours and when not traveling in conjunction with Marketing Services.
3. Develop and maintain a marketing plan for the Convention Center.
4. Creative design, production and placement.
5. Public Relations - offeror must be able to oversee all marketing and coordination of contracts at the Convention Center. Said coordination shall be with the Convention Center staff and consistent with the direction of the Village Manager.
6. Group Sales and Service including all government activities, meetings and conferences.
7. Implementation of standards and forms of measurement to increase overall accountability of the entire marketing program for the Convention Center.
8. Provide assistance in all aspects of organizing and implementing a marketing plan including but not limited to procurement of services, transportation, lodging, car rental and access to attractions.
9. Provide ongoing consultative services to the Director of Tourism, Lodgers' Tax Advisory Board, Village of Ruidoso Council, and Convention Center staff on a

variety of public relation issues and promotional opportunities for the Convention Center.

10. Act as tour guide and facilitate any media writers, organizations, or tours as required by the Village of Ruidoso.
11. At the time this Agreement is entered into, and each March thereafter, awardee shall provide Village with a marketing plan for Village's approval. The marketing plan shall contain a general description of the magazine, newspaper, radio, television and internet advertising to be undertaken by awardee to promote the Convention Center. The marketing plan shall identify the proposed marketing budget for all advertising and promotion.
12. Offeror must designate an account representative exclusively to the Village of Ruidoso Convention Center.

## **II. DEADLINE FOR RECEIPT OF PROPOSALS.**

Sealed proposals will be accepted at the office of the Purchasing Agent, 311 Center St., Ruidoso, New Mexico, 88345 until **August 16, 2016 at 3:00** pm local time.

All proposals shall be in a sealed envelope, clearly marked **RFP# 2017-001P** "**Professional Services for Convention Center Marketing for the Village of Ruidoso**". Any proposal received after the aforementioned deadline shall be returned unopened. Questions concerning this process should be directed to Billy Randolph, Purchasing Agent, at (575) 257-2721. Questions concerning scope of project should be directed to the Purchasing Agent at (575) 257-2721.

**III. EVALUATION CRITERIA**

**A. CRITERIA AND POINT VALUES**

**OFFEROR:** Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed. The Village of Ruidoso will evaluate all proposals received in a timely manner, and will select a proposal which is considered to be the most advantageous to the Village after considering the entire offeror's package, based upon the following evaluation criteria:

**RATING SHEET FOR: Applicant** \_\_\_\_\_

	<b>POSSIBLE POINTS</b>	<b>SCORE</b>
<p><b>1. Experience, Qualification and Competence:</b>            Provide a Statement of Capabilities". Offerors should emphasize: Experience of Personnel; Personnel Allocation to the Account; Advertising; Public Relation/Publicity Capabilities; Billing Practices/Net versus Gross Advertising Billings and experience with Convention Center Operations. A minimum of fifteen years viability and longevity will be required.</p>	<b>25</b>	
<p><b>2. Marketing Strategy, Creativity and Methodology:</b>            A. Research methodology: A description of research capabilities and tracking data, including sources of data for marketing and media. Explain how these sources have been used in the past in developing strategies for clients. Explain how you will interface with the Lodger's Tax Committee existing research capabilities.             B. Marketing strategy: A description of proposed methods to increase the number of bookings at the Convention Center; overnight stays, traveler spending and market share. Ideas and strategies for Ruidoso residents and their visitors traveling around the Village should be included. Ideas and strategies for securing private sector partners to leverage the Lodger's Tax Committee budget should be included. Include experience with such partnership with other clients and explain how that was used to leverage their promotions, and also identify coordination strategy with a Tourism Marketing Team. Include only experience in which the Offeror initiated and implemented the partnership(s).</p>	<b>40</b>	

<p>C. Media Purchase: A description of the media buying capabilities of the Offeror, and examples of media analysis by season and source. Include experience buying and placing media both inside and outside of the Village of Ruidoso.</p> <p>D. Creativity: Creativity should position the Village of Ruidoso Convention Center as uniquely apart from convention center destinations and to expand promotional efforts effectively into new markets, and maintain traditional markets. (10 points)</p>		
<p><b>3. Past Record of Performance</b> on the three (3) similar projects or marketing plans itemized in Item Number 1 above with respect to such factors as control of costs, quality of work and ability to meet schedules.</p>	<p><b>20</b></p>	
<p><b>4. Proximity to or familiarity with the Contracting Agency</b> with the Village of Ruidoso's needs. (The Firm should include a summary of their understanding of the Tourism Industry in Ruidoso and how they could coordinate efforts with the Tourism Director on marketing Ruidoso and the Convention Center.</p>	<p><b>5</b></p>	
<p><b>5. Approach to providing the Services:</b> Offeror's should describe their approach to developing the plan and managing the anticipated services. Offeror (s) should include in the section their approach to communicating with the Village relative to the scope of work and timeline etc.</p>	<p><b>10</b></p>	
<p><b>TOTAL POINTS</b></p>	<p><b>100</b></p>	

- B. An evaluation committee will be appointed to evaluate the proposals received. The committee shall utilize the above criteria to select a successful offeror. The evaluation committee will meet the week of August 18, 2016. The committee reserves the right to schedule interviews with those who submit proposals. The interviews will be in person and will be scheduled sometime during the week of August 22, 2016 (if necessary). Such interview if granted shall not be utilized to determine the total rating. Points awarded from the oral presentations/interviews will be added to the previously assigned points to attain final scores.
- C. Proposals should be as specific as possible regarding the evaluation criteria.
- D. The Village of Ruidoso also reserves the right to reject any or all proposals and to waive informalities.

## **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."

## **IV. GENERAL INFORMATION**

- A. The Offeror shall warrant that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
- B. The New Mexico Procurement Code shall govern this procurement of professional services. This request for proposals may be canceled and any and all proposals rejected in whole or in part when it is in the best interest of the Village of Ruidoso.
- C. The proposer is an independent contractor performing professional services for the Contracting Agency and is not an employee of the Village of Ruidoso. The proposer, and his agents and employees, shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. Relocation expenses are the responsibility of the proposer. The Proposer will be responsible for office space, all supplies and equipment necessary to perform the job.

## **V. TERM/CONTRACTS**

Subject to funding availability, contracts awarded pursuant to this solicitation will have an initial term commencing on or about [October 12, 2016](#) or as soon as possible thereafter, and ending on [October 13, 2017](#) unless terminated as provided in the contract. The term of this contract shall be for one (1) year from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

## **VI. FORM OF PROPOSALS**

The Village has designed the foregoing RFP for the purposes of ease to facilitate comparison and evaluation, however, offeror may submit additional information they believe enhances their capabilities, but no proposal shall be over **twenty (20)** pages. If an offeror is selected for further interview the evaluation committee may ask for additional information promoting innovative and/or creative concepts in order to achieve the desired end. Offeror 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. Each proposal must contain all forms marked "PROPOSAL FORM" in this request for proposals.

**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 placed with a binder with tabs delineating each section.

The Proposal is limited to a maximum of **twenty (20)** pages, including title, index, etc., not including front and back covers and not including proposal forms.

**D. The proposals must be organized and indexed in the following format and must contain, as a minimum all listed items in the sequence indicated:**

1. Cover Letter

**a. Cover Letter** – (One page maximum) each proposal must be accompanied by a Cover letter. The Cover letter shall identify the Offeror as follows:

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

2. Proposal Forms (included at the end of this document)

3. Companies response to specified scope of service and evaluation criteria.

- a. Experience, Qualification and Competence:
- b. Marketing Strategy, Creativity and Methodology:
- c. Past Record of Performance:
- d. Proximity to or familiarity with the Contracting Agency:
- e. Approach to providing the Services:

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

3. **Request for Taxpayer Information and Certification or W-9 form** – (Attachment D - A blank form is included at the end of this RFP to be filled out with the information requested or a W-9 form can be attached.
4. **Related Party Disclosure** – (Attachment E) - A blank form is included at the end of this RFP to be filled out with the information requested.
5. **Certification regarding debarment, suspension, proposed debarment and other responsibility matters** – (Attachment F - A blank form is included at the end of this RFP to be filled out with the information requested.
6. **Non Collusion Affidavit** – (Attachment G) - A blank form is included at the end of this RFP to be filled out with the information requested.
7. **Conflict of Interest Disclosure Statement** – (Attachment H) - A blank form is included at the end of this RFP to be filled out with the information requested.

Any proposal deemed non-conforming by the Evaluation Committee in regard to format will be considered non-responsive. Offeror shall contact the Purchasing Department to clarify any questions concerning format to submission. Proposals received after the deadline, are non-responsive. If any proposal submitted is deemed non-responsive, the offeror will be notified in writing of such determination.

## **EVALUATION AND PRESENTATIONS**

### **A. CRITERIA FOR AWARD**

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 Offeror emphasize specific information considered pertinent to the services to be provided.

### **B. PRESENTATION SCHEDULE (If necessary)**

1. Copies of the proposal will be distributed by Village personnel to the Evaluation Committee after a review by the Purchasing Department. 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 Offerors set-up period and during the presentation to offer assistance.
2. An on site presentation and discussion is expected. 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 Offeror 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.

## 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  
Debi Lee – Village Manager 575.258.4343  
Greg Cory- Community Services Director 575.258.4343

3. All information contained in the proposal response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the Offeror and the required information must be provided. The contents of the proposal submitted by the successful Offeror of the RFP will become public record upon award, and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended proposal before the due date and time. Any amended proposal must be complete, as it will be substituted for the earlier proposal(s). Any amended proposal must be clearly identified as such in the transmittal letter.
4. A public log will be kept of the names of all Offerors who submit proposals. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process. The contents of the proposal submitted by the successful Offeror will become public record upon award and may become a part of any contract approved as a result of this request for proposal. Proposals are subject to provisions of State Law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the 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 Offerors' 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 a Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offerors 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 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. The Offeror shall acknowledge each addendum on the information form contained in this RFP packet. 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 Offeror on the condition that the Offeror 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 Offeror. 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(s). 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 the procurement process is terminated and a new request for proposals is initiated. (§13-1-122 NMSA 1978)
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 subcontractors of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
10. Method of Award: Award will be made to the Offeror whose proposal is determined to be most professionally and technically complete. The evaluation process may, however, include a request for additional information or an oral presentation to support the written proposal; the prices offered will be considered firm and cannot be altered after receipt of proposals. Notice is hereby given that the Village of Ruidoso Council reserves the right to reject any and all proposals received. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of the proposal.
11. 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.

12. 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.
13. 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.
14. 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.**
15. 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).
16. 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.
17. 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 Offeror. By signing and submitting a proposal, vendor agrees to comply with this paragraph.
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 Offerors: The consultant and his agents and employees are independent Offerors 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. 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.
21. Qualification Statement: Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel,

and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (□§13-1-82 NMSA 1978.)

22. Notice of award: After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (□§13-1-100 and §□13-1-108 NMSA 1978).
23. Public Information: The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and overall evaluation scores for all proposals shall become public information. (□§13-1-120 NMSA 1978). Individual scores and rankings by each committee member shall be confidential to protect the integrity of the evaluation committee.
24. Technical Irregularities: The 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).
25. Responsible Offeror: If a Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (□§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).
26. Protests: Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§□13-1-172 NMSA 1978).

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (□§13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§□13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- A. State the reasons for the action taken; and
- B. Inform the protestant of the right to judicial review of the determination pursuant to □§13-1-183 NMSA 1978.

A copy of the determination issued under □§13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (□§13-1-176 NMSA 1978)

27. Licenses: Offeror shall maintain in current status all Federal, State and Local Licenses and permits required. Offeror must have a current Village of Ruidoso Business License
28. Availability: This Proposal is available for use by all Village of Ruidoso departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).

29. 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.
30. 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.
31. 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
32. Debarred or Suspended Offerors: A business (Offeror, 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.
33. Notice of Contract Requirements binding on Offeror:
  - A. 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.
  - B. Laws and Regulations: The Offerors 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.
34. 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).
35. Campaign Disclosure Form: Pursuant to Chapter 81, Laws of 2006, any prospective Offeror (engineer or OFFEROR) 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 Offeror with their response to the request for proposals. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal.
36. Business License: Successful Offeror(s) will comply and obtain a Village of Ruidoso business license within ten (10) days of successful RFP Award.
37. 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.
38. Ownership of Documents: All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, data bases, and all related data base programming, produced by the contractor shall be the property of the Village. All documents submitted in response to this RFP shall become property of the Village. Any technical or user documents submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

**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.

1. 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. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

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. **Five (5) percent (%) lower than the (IFB) bid actually submitted by the Resident Business.**

2. 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. The application for preference may be downloaded at the following website: <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual revenues of **\$3M** or less are to receive a 10% preference on their proposals.

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 cap is exceeded.

Example: An RFP has a total value of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business with 10% preference, and three non-resident businesses. The Resident Business would receive

**50 points** and the Resident Veteran Business would receive **100 points** which would be added to their already evaluated scores, thereby making it possible for the highest score to be **1,100**.

*Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.*

## 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 unaward of the procurement involved if the statements are proven incorrect.

**PROPOSAL FORM**  
**Appendix A**

**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM**  
**RFP# 2017-001P**

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the Title page and ending with Attachment H.

The acknowledgement of receipt should be signed and returned to the Purchasing Agent no later than close of business on \_\_\_\_\_. Only Offerors who return this form in a timely manner will receive copies of any addenda to this RFP. This name and address will be used for all correspondence related to this Request for Proposal.

OFFEROR: \_\_\_\_\_

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

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

EMAIL: \_\_\_\_\_ FAX NO: \_\_\_\_\_

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

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

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

NAME Printed: \_\_\_\_\_

Offeror does/does not (circle one) intend to respond to Request for Proposal for **Professional Services for Convention Center Marketing for the Village of Ruidoso.**

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

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

Return to:

**Billy Randolph**  
Purchasing Agent  
Village of Ruidoso  
313 Cree Meadows Dr.  
Ruidoso, NM 88345  
575/257-2721  
FAX 575/257-2628

**E-mailed copies of this form will be accepted.**

**PROPOSAL FORM**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**(Attachment C)**

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: Ruidoso Elected Officials**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
**(Attach extra pages if necessary)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Position)

\_\_\_\_\_  
Date

**—OR—**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Position)

\_\_\_\_\_  
Date



**PROPOSAL FORM  
RELATED PARTY DISCLOSURE  
(Attachment E)**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

4. At any time during 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**

**(Attachment F)**

**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.

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Typed Name & Title of Authorized Representative

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Date

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Signature of Authorized Representative

**PROPOSAL FORM**  
**(Attachment G)**

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_

who submits herewith to the Village of Ruidoso, a proposal/bid:

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

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

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

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

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

By: \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PROPOSAL FORM**  
**(Attachment H)**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Provide an explanation for Yes answers in the space provided.

1. Are you or is any member of your immediate family an employee of the Village of Ruidoso or elected or appointed to a committee, board, subcommittee, or council under the direction of the Village of Ruidoso?

YES \_\_\_\_\_ NO \_\_\_\_\_

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2. Do you or any member of your immediate family have a direct or indirect interest in a business that supplies property, goods or services to the Village of Ruidoso?

YES \_\_\_\_\_ NO \_\_\_\_\_

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3. If you answered "Yes" to questions 1 and/or 2 above, in the past 12 months have you made a decision on behalf of the Village of Ruidoso relating to any business named in the responses to those questions?

YES \_\_\_\_\_ NO \_\_\_\_\_

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4. Do you have any other business or personal relationships, not covered in your answers to Questions 1 through 4 above that could appear to be a conflict of interest?

YES \_\_\_\_\_ NO \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

