

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



**RFP # 2017-004P  
Professional Engineering Services for Sanitary Sewer System  
Repair-Rehabilitation Project, NIGP Commodity Code **925-33****

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

**Date Issued: **January 18, 2017****

**Proposal due date: **February 17, 2017****

**2:00 p.m. Mountain Time**

**Procurement Manager:  
Billy Randolph  
Purchasing Agent**

## REQUEST FOR PROPOSAL

The Village of Ruidoso is requesting qualification based sealed proposals for **Professional Engineering Services for Sanitary Sewer System Repair-Rehabilitation Project** Sealed Proposals will be received by the **Village of Ruidoso, 313 Cree Meadows Dr., Ruidoso, NM 88345** for **RFP #2017-004P, 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 **2:00 p.m. Mountain Time Friday, February 17, 2017** 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](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)

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

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 #2017-004P**

The Village of Ruidoso requests qualification-based sealed proposals for **Professional Engineering Services for Sanitary Sewer System Repair-Rehabilitation Project** to be delivered to the Village of Ruidoso Purchasing Department at 311 Center St., Ruidoso, NM on **Friday February 17, 2017** at 2:00 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. This proposal will be a multiple source award. (§13-1-150 through 13-1-154.1, NMSA, 1978) 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 Friday February 17, 2017 by 2:00 p.m. 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 March 2017.
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	January 18, 2017
Deadline to submit additional written questions	Potential Offerors	February 2, 2017
Response (Addenda to written questions)	Village of Ruidoso	February 3, 2017
Proposal Submission Deadline	Potential Offerors	February 17, 2017
Proposal Evaluation	Village of Ruidoso and Evaluation Committee	February 21, 2017
Village Council acts on Recommendations to approve award of RFP	Village of Ruidoso Council	March 14, 2017
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 **Friday, February 17, 2017 at 2:00 pm Mountain Time** 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.
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 a Sanitary Sewer System Repair-Rehabilitation Project.

The Village of Ruidoso intends to contract with a firm to perform Professional Engineering Services for Sanitary Sewer System Repair-Rehabilitation Project. 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 engineering services for a Sanitary Sewer System Repair-Rehabilitation Project. Each project phase 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 Sanitary Sewer System Repair-Rehabilitation, 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

Surveys

- 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

- |   |   |
|---|---|
| <input type="checkbox"/> Water Rights                 | <input type="checkbox"/> Water Resource Development |
| <input type="checkbox"/> Water Resource Assessment    | <input type="checkbox"/> Well Evaluations           |
| <input type="checkbox"/> Well Construction/Inspection | <input type="checkbox"/> Well Design                |
| <input type="checkbox"/> Water Quality Assessments    |   |

**C. PROJECT IDENTIFIED FOR THIS RFP:**

**Sanitary Sewer System Repair-Rehabilitation Project**

**Background**

In July 2008, Hurricane Dolly made landfall on the Texas gulf coast as a category 2 storm. It moved inland over New Mexico as a tropical storm dropping large amounts of rain and causing extensive flooding. When the storm arrived over the Sacramento Mountains it dumped a record amount of rain in a short period of time, causing historic flooding of the Rio Ruidoso. Damage impacts to the Village of Ruidoso and the City of Ruidoso Downs include 13 river crossings that were washed out, approximately 250 houses/structures were either damaged or destroyed and the Ruidoso Downs Race Track was extensively damaged. Utility lines, including sanitary sewer facilities located along or within the river channel, were damaged or destroyed. This RFP is for the preparation of final design plans for construction of the relocation of portions of the sanitary sewer system from the Western Village boundary in Upper Canyon through the City of Ruidoso Downs to the Regional Waste Water Treatment Plant (RWWTP).

Due to the sewer infrastructure’s location within the floodplain and the potential for future damage, the USACE has ordered that the Least Environmentally Damaging Project Alternative (LEDPA) be designed and implemented, which includes the relocation of the heavily-damaged sanitary sewer infrastructure away from the river. A Preliminary Engineering Report prepared by Wilson and Company was submitted to all participating review agencies. The Village has received environmental clearance and guidance documentation to proceed with the project.

Because of the high cost of this project and FEMA reimbursement after Village expenditure, the Village's cash flow limitations require that this project be constructed in phases. Also it is important that all Proposers’ be familiar with OMB Circular A87 in preparing the response to

this proposal. The chosen proposal will be for all work done for damage repair along the sanitary sewer line.

The 30% design has been completed by CH2M, and has been reviewed by FEMA Region 6. The Village of Ruidoso will provide CAD files on the 30% design. In order to develop and finalize the 100% design of the sewer line, the selected engineering firm will need to take the 30% design and ensure that the LEDPA is met AND ensure that the design is aligned with the Scope of Work.

## **Scope of Services**

Beginning with Wilson & Company PER documents and the CH2M 30% design, engineering firm must finalize design, and prepare construction plans for repair-rehabilitation of the sanitary sewer lines identified in the maps and located within the floodplain of the Rio Ruidoso from the western Village boundary to the RWWTP.

1. Utilize the existing CH2M and DT Collins survey to locate and confirm all existing Village utilities within the project area including water lines, water valves, fire hydrants, PRV's, booster pumps, manholes, cleanouts, pump stations and appurtenances. Provide x, y & z coordinates for each facility. Submit to the Village in electronic format compatible with Village GIS.
2. Utilize the existing CH2M and DT Collins survey to locate and confirm all existing private on-site sewer facilities and submit plans to the Village for review.
3. Prepare 100% construction plans to relocate sanitary sewers out of the flood plain. The plans are to be prepared in such a way that the new system may be built in 3 to 5 phases.
4. Prepare recommendations for connecting each property either individually or in groups.
5. Prepare recommendations for establishing a demarcation between public and private responsibility and a long-term operational plan with staffing requirements for the public system.
6. Prepare plans for how the properties will be connected to the public sewer line system. Clearly identify the demarcation on each property between public and private responsibility.
7. Submit preliminary plans for review by the Village and other agencies.
8. Revise plans based on comments received.
9. Prepare final construction plans and specifications broken into phases for construction. Each phase may involve multiple contractors. Plans must include service connections for all tributary properties regardless of whether or not they are currently served by the Village sanitary sewer system. Provide stub outs for future extensions at intersections.
10. Survey private property and prepare easement documents to allow Village access for operation and maintenance of LEDPA-driven public pumping facilities along the repaired sewer line that will replace existing gravity sanitary sewer connections. Meet with individual property owners to review easements and obtain property owner approval and signature. Submit signed documents to Village for recordation.
11. Prepare engineer's cost estimate and bid documents for each phase of construction.



12. The bidding documents prepared must be separated into bid lots, according to the boundaries delineated between the Village of Ruidoso and the City of Ruidoso Downs.
13. Submit all final documents to the Village for review and approval for each phase.
14. Make revisions as necessary.
15. Prepare all documentation for submittal to all approving agencies in order to obtain authorization to proceed to construction.
16. Prepare final bid documents and provide copies for each phase.
17. Attend pre-bid meeting for each phase.
18. Respond to questions in writing.
19. Attend bid opening for each phase.
20. Prepare bid tabulation and recommendation of award for each phase.
21. Review and approve contractor submittals, including requests for information, shop drawings and pay estimates for each phase.
22. Provide construction inspection services, including daily reports for each phase.
23. Provide certification of substantial completion for each phase.
24. Maintain all records of work performed in compliance with NMDHSEM requirements and assist Village staff and contractors in communicating with NMDHSEM when documenting project.
25. Prepare and submit as-built documentation in electronic format compatible with Village GIS.

The quantity of services or level of effort required under contract awarded pursuant to this RFP can, and likely will, vary with the progress of the work, as determined by the Village. The firm will be required to work effectively and cooperatively with personnel at all levels and with a variety of backgrounds, including other contractors, attorneys, engineers, administrative staff and clerical support staff.

## **II. SUBMISSION OF PROPOSALS**

All proposals MUST be received no later than **Friday February 17, 2017 2:00 pm** mountain time.

Proposals received after **Friday February 17, 2017 at 2:00 pm** 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 #2017-004P Professional Engineering Services for a Sanitary Sewer System Repair-Rehabilitation Project, 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 PROPOALS 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 place with a binder with tabs delineating each section. Each proposal must contain the following materials, in the following order:

- 1) Front Cover (blank on back side);
- 2) Transmittal letter;
- 3) Tables 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 deemed non-conforming by the Evaluation Committee in regard to format will be considered non-responsive. Offerors shall contact the Purchasing Department to clarify any questions concerning format to submission.

**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.

**E.** 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

## 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 **Friday February 17, 2017 2:00 pm** mountain time. Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. There is no mail delivery to the Purchasing Department physical address.

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

Village of Ruidoso	Village of Ruidoso
Purchasing Dept.	Purchasing
313 Cree Meadows Drive	311 Center St,
Ruidoso, New Mexico 88345	Ruidoso, New Mexico 88345.

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

### **C. INQUIRIES**

1. Questions and/or clarifications concerning this RFP will be accepted in writing through **February 2, 2017 by 3:00 pm Mountain Time.** Requests may be transmitted via facsimile. Written response to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, will be issued **by February 3, 2017 by 3:00** 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](mailto: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**

**CRITERIA AND POINT VALUES**

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

ITEM	Possible Points	Score												
<p><b>1. Specialized Planning and Technical Competence*</b>                      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.</p>	<b>20</b>													
<p><b>2. Capacity and Capability*</b> of the Firm to perform the work utilizing the completed 30% design and within compliance of the environmental assessment (NEPA) within the Village of Ruidoso timeframe. Project identified in the Scope of Work must be completed in compliance with funding and regulatory agencies. 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.</p>	<b>30</b>													
<p><b>3. Past Record of Performance*</b> 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.</p>	<b>20</b>													
<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 problems and alternatives for this project.)</p>	<b>10</b>													
<p><b>5. Work to be done in New Mexico</b>                      The amount of planning work that will be produced by a New Mexico firm within this state.</p>	<b>10</b>													
<p><b>6. Current volume of work with the Contracting Agency that is less than 75% complete*</b>                      Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of “75% complete”. Information on the status of past project awards shall be included in the “Project Listing Form” 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:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>None</td> <td style="text-align: right;">10</td> </tr> <tr> <td>\$1 to \$ 25,000</td> <td style="text-align: right;">8</td> </tr> <tr> <td>\$ 25,001 to 50,000</td> <td style="text-align: right;">7</td> </tr> <tr> <td>\$50,001 to 75,000</td> <td style="text-align: right;">5</td> </tr> <tr> <td>\$75,001 to 100,000</td> <td style="text-align: right;">4</td> </tr> <tr> <td>\$100,001 or more</td> <td style="text-align: right;">0</td> </tr> </table>	None	10	\$1 to \$ 25,000	8	\$ 25,001 to 50,000	7	\$50,001 to 75,000	5	\$75,001 to 100,000	4	\$100,001 or more	0	<b>10</b>	
None	10													
\$1 to \$ 25,000	8													
\$ 25,001 to 50,000	7													
\$50,001 to 75,000	5													
\$75,001 to 100,000	4													
\$100,001 or more	0													

<b>TOTAL POINTS</b>	<b>100</b>	

**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.”

**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  
 JR Baumann – Utilities Director 575.257.5545  
 Phoebe Suina—High Water Mark 505-350-7731

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 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.

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 nonaward of the procurement involved if the statements are proven incorrect.

## **PROPOSAL FORM CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS MADE TO: ELECTED OFFICIALS**

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

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

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

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

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

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

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

**(Attach extra pages if necessary)**

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

\_\_\_\_\_  
Date

—OR—

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

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

\_\_\_\_\_  
Date





**PROPOSAL FORM  
RELATED PARTY DISCLOSURE**

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

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

---

---

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

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

---

---

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

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

---

---

4. At any time during 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.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative





# **CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR SANITARY SEWER SYSTEM REPAIR-REHABILITATION PROJECT**

This Consulting Contract (Agreement) is made and entered into by and between the Village of Ruidoso (Owner), whose address is 313 Cree Meadows Drive, Ruidoso, NM 88345, and \_\_\_\_\_ (Contractor), a New Mexico Limited Liability Company or Corporation, whose address is P.O. Box \_\_\_\_\_, by which Contractor is retained by the Owner to perform certain services as set out in this Agreement.

**I. SCOPE AND STANDARD OF WORK**

Subject to all of the terms and provisions hereof, Contractor hereby agrees to provide to the Owner the services described in Exhibit A, attached hereto and incorporated herein by reference.

In all of its activities under this Agreement, Contractor shall conduct itself in accordance with the professional standards of performance and care that applies to like professionals in New Mexico and shall take all reasonable steps to assure that the work performed under this Agreement is in compliance with all applicable law and regulatory requirements.

**II. GOVERNING LAW**

Unless otherwise provided herein this Agreement shall be governed by the laws of the State of New Mexico, which shall be the appropriate legal forum. In the absence of any applicable State of New Mexico law, this Agreement shall be construed in accordance with the applicable federal law. Any suits or claims arising out of this Agreement shall be filed in the Twelfth Judicial District Court in Lincoln County, New Mexico

**III. TERM OF AGREEMENT**

This Contract shall take effect on \_\_\_\_\_ (Effective Date), and shall terminate upon completion of the Scope of Work described in Exhibit A, unless terminated earlier pursuant to Paragraph X.

**III. COMPENSATION**

The Owner shall reimburse Contractor on a time-and-materials basis for the actual labor expended on work and equipment and materials necessary to complete the work. Contractor's work will be billed at the billing rates shown in Exhibit A, plus applicable gross receipts taxes. Equipment, materials and other direct costs incurred in the execution of the work shall be billed at actual cost. The total expenditure for completion of the work performed, including tasks and deliverables as described in Exhibit A, shall not exceed invoice amounts approved monthly to the Governing Body of the Village of Ruidoso. The total amount of compensation for services provided by Contractor, as described in Exhibit A shall not exceed AND 00/100 DOLLARS (\$000,000.00) in year one and AND 00/100 DOLLARS (\$XXX,XXX.XX) in year two, excluding gross receipt tax and reimbursables.

Payments shall be monthly and will be based on detailed invoices and supporting documentation submitted by the Contractor. Payment shall be subject to the OWNER's

acceptance of the Contractor's invoice. Payment shall be made within 30 days following receipt of an accepted invoice.

The Contractor shall assist the OWNER to obtain any and all reimbursements for expenses incurred as the OWNER may be entitled. The Contractor will develop a reimbursement strategy plan that is mutually agreed to by Contractor and the OWNER, and assist the OWNER to assess potential financial liability that may or may not arise from this project.

#### IV. TAXES

Contractor shall pay all federal, state, local, and applicable tribal taxes, including but not limited to the gross receipts tax and income taxes and FICA taxes, as may be imposed or levied upon the revenues earned or derived by its efforts under this Agreement. It is expressly understood and agreed that the OWNER shall not withhold or be responsible in any way for the payment of any such taxes.

#### V. SCHEDULE OF ACTIVITIES AND PROJECT BUDGET

Within thirty (30) days after submittal of invoice, OWNER agrees to pay any fees or charges associated with this Agreement as stipulated herein regardless of actual reimbursements scheduled or received. Reimbursements may be effectuated on an expense/reimbursement basis whereby expenses are incurred prior to receiving reimbursement payments. The Contractor shall attempt to make good faith estimates as to the timing of reimbursements from funding agencies, but will not be liable for actual reimbursements or timing. The timing and receipt of reimbursements may be influenced by the activities of the OWNER to correctly solicit expected reimbursements.

#### VI. STATUS OF CONTRACTOR

Contractor is retained as an independent contractor and not as an employee or agent of the OWNER. Contractor and the OWNER are not in partnership or joint venture, nor are they or shall they be deemed to be partners or joint venturers of any kind or for any purposes.

#### VII. POWER TO BIND OWNER

Contractor shall have no authority to obligate the OWNER on any contract or agreement of any kind, character, or nature. Contractor shall have no authority to borrow funds for the OWNER for any purpose whatsoever. Contractor shall not bring any legal proceedings on behalf of the OWNER nor have the authority to engage, hire, or consult legal counsel without the written approval of the OWNER.

#### VIII. CONFIDENTIALITY

Any information provided to or developed by the Contractor in the performance of this Agreement is and shall remain the property of the OWNER, and shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior consent of the OWNER.

#### IX. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, shall release the OWNER, its agents, officers and employees from any and all liabilities, claims and obligations whatsoever arising from or related to this Agreement. Contractor agrees that nothing it will do in the course of providing services hereunder shall find the OWNER liable in any manner other than as expressly set forth in the Agreement, without the express written consent of the OWNER,

and then only within the strict limits of that consent.

X. TERMINATION

This Agreement may be terminated by either party at any time by thirty (30) days written notice from either party, with or without cause. If so terminated, Contractor shall be entitled to compensation and reimbursement up to the date of termination in accordance with this Agreement.

In the case of a material breach of this Agreement by Contractor, the OWNER may terminate this Agreement immediately. For purposes of this Agreement, "material breach" means willful neglect of any duty imposed by the OWNER or any violation of the terms and conditions of this Agreement.

XI. SEVERABILITY

If any provision of the Agreement is, for any reason, determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceable or invalid provision is hereby declared to be severable; and the remainder of this Agreement shall continue to be in full force and effect.

XII. ASSIGNMENT/SUBCONTRACTING

Contractor shall not assign, subcontract or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement, without the prior written consent of the OWNER.

XIII. AMENDMENT

This Agreement shall not be modified, altered, changed, or amended except by written agreement executed by both parties.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the final and entire agreement between the parties, and there is no agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This Agreement is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be effectively amended, changed, modified, or altered without the written consent of both parties.

XV. DISPUTE RESOLUTION

Any controversy, claim or dispute between the OWNER and Contractor arising under this Agreement or the breach hereof shall be subject to mediation. Prior to taking any action to terminate the agreement for breach, the party seeking redress must submit a written request to mediate to the other party setting out the issues in dispute and proposing mediators. Within two (2) weeks of receipt of the written request, the other party shall file a written response and either agree to one of the proposed mediators, or propose an alternative mediator. The parties shall hold a mediation meeting within four (4) weeks of the initial request to mediate. All notices for mediation given under this Agreement shall be in writing and shall be sent to the parties at their respective address stated below.

XVI. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the OWNER from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any sources for all claims and losses, including all costs and

attorney's fees, that may result from the negligent act, omission, or breach of this agreement by the Contractor, its employees, or its agents in the course of performing services hereunder.

The OWNER shall indemnify, defend and hold harmless the Contractor from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any sources for all claims and losses, including all costs and attorney's fees, that may result from the negligent act, omission, or breach of this agreement by the OWNER, its employees, or its agents.

#### XVII. INSURANCE

Contractor represents that it now carries, and will continue to carry during the term of this Agreement, General Liability, Auto Liability, Professional Liability, and Workers Compensation insurance coverage, and that, if requested, Contractor shall provide to the OWNER certificates as evidence of the aforementioned insurance coverage.

#### XVIII. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest during term of this Agreement, direct or indirect, that would conflict in any manner or degree with the performance of the services required by this Agreement. Contractor shall not purchase any supplies, tools, equipment, materials or maintenance or support items from itself or from any person or entity in which it has an interest or with whom it has a business, personal, or pecuniary relationship.

#### XIX. DELAY OR OMISSION.

No delay or omission to exercise any right, power, or remedy accruing under this Agreement shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence in a breach of or default under this Agreement. Both parties specifically and affirmatively agree not to construe the conduct, delay, or omission of the other party as altering in any way the parties' agreements as defined in this Agreement. Any waiver, permit, or approval of any breach of or default under this Agreement must be in writing, and, because the language of this Section was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this Section. All remedies, either under this Agreement, by law, or otherwise afforded to either party shall be cumulative, not alternative.

#### XX. CONSENTS; REASONABLENESS; GOOD FAITH

Neither party shall unreasonably deny, withhold, or delay any consent or approval required or contemplated for any action or transaction proposed to be taken or made hereunder. The parties agree to cooperate fully with each other and to act reasonably and in good faith and in a timely manner in all matters hereunder so that both of them may obtain the benefits to which they are entitled hereunder and for which they have negotiated. Both parties agree to negotiate in good faith and without delay as to all matters requiring negotiation.

#### XXI. AUDIT; ACCESS TO RECORDS

Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this contract in accordance with generally accepted accounting principles and practices consistently applied and in effect on the date of execution of this contract. Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts



or change orders and a copy of the cost summary submitted to the Owner. FEMA, the Comptroller General of the United States, the United States Department of Labor, the Owner, and the State of New Mexico or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

#### XXII. BINDING PROVISIONS

The provisions of this Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties in like manner as on the original parties unless modified by mutual written agreement.

#### XXIII. NOTICE

All notices under this Agreement shall be sent to the following designated contacts. Either party may change its contact information at any time by written notice to the other party.

If to the OWNER:

Village of Ruidoso  
Mayor Tom Battin  
Attn: Debi Lee, Village Manager  
313 Cree Meadows Drive, Ruidoso, NM 88345

If to Contractor:

---

Owner-  
Attn:  
P.O. Box

#### XXIV. JOINT DRAFTING

The parties to this Agreement expressly agree that this Agreement was jointly drafted and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

#### XXV. RIGHTS AND REMEDIES

The parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

#### XXVI. NO WAIVER OF SOVEREIGN IMMUNITY.

By entering into this Agreement, the Village and its "public employees" as defined in the New Mexico Tort Claims Act, supra do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in the Agreement modifies or waives any provisions of the New Mexico Tort Claims Act, supra.

#### XXVII. SIGNED COUNTERPARTS

This Agreement may be executed in counterparts and if so executed shall have the same binding effect as if a single original instrument had been signed by both parties.

## XXVIII. FEMA CONTRACT PROVISIONS

Per 44 CFR, this agreement shall have the following provisions:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applicable to construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the parties have made and executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF RUIDOSO:

\_\_\_\_\_  
By: Tom Battin, Mayor

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Irma Devine, Village Clerk

\_\_\_\_\_  
Date

SEAL

Engineering Firm:

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

\_\_\_\_\_  
Date

Its: Member

# **EXHIBIT A**

## **Scope of Work and Rate Schedule**

The scope of work includes the following:

Beginning with Wilson & Company PER documents and the CH2M 30% design, engineering firm must finalize design, and prepare construction plans for repair-rehabilitation of the sanitary sewer lines identified in the maps and located within the floodplain of the Rio Ruidoso from the western Village boundary to the RWWTP.

1. Utilize the existing CH2M and DT Collins survey to locate and confirm all existing Village utilities within the project area including water lines, water valves, fire hydrants, PRV's, booster pumps, manholes, cleanouts, pump stations and appurtenances. Provide x, y & z coordinates for each facility. Submit to the Village in electronic format compatible with Village GIS.
2. Utilize the existing CH2M and DT Collins survey to locate and confirm all existing private on-site sewer facilities and submit plans to the Village for review.
3. Prepare 100% construction plans to relocate sanitary sewers out of the flood plain. The plans are to be prepared in such a way that the new system may be built in 3 to 5 phases.
4. Prepare recommendations for connecting each property either individually or in groups.
5. Prepare recommendations for establishing a demarcation between public and private responsibility and a long-term operational plan with staffing requirements for the public system.
6. Prepare plans for how the properties will be connected to the public sewer line system. Clearly identify the demarcation on each property between public and private responsibility.
7. Submit preliminary plans for review by the Village and other agencies.
8. Revise plans based on comments received.
9. Prepare final construction plans and specifications broken into phases for construction. Each phase may involve multiple contractors. Plans must include service connections for all tributary properties regardless of whether or not they are currently served by the Village sanitary sewer system. Provide stub outs for future extensions at intersections.
10. Survey private property and prepare easement documents to allow Village access for operation and maintenance of LEDPA-driven public pumping facilities along the repaired sewerline that will replace existing gravity sanitary sewer connections. Meet with individual property owners to review easements and obtain property owner approval and signature. Submit signed documents to Village for recordation.
11. Prepare engineer's cost estimate and bid documents for each phase of construction.
12. The bidding documents prepared must be separated into bid lots, according to the boundaries delineated between the Village of Ruidoso and the City of Ruidoso Downs.

13. Submit all final documents to the Village for review and approval for each phase.
14. Make revisions as necessary.
15. Prepare all documentation for submittal to all approving agencies in order to obtain authorization to proceed to construction.
16. Prepare final bid documents and provide copies for each phase.
17. Attend pre-bid meeting for each phase.
18. Respond to questions in writing.
19. Attend bid opening for each phase.
20. Prepare bid tabulation and recommendation of award for each phase.
21. Review and approve contractor submittals, including requests for information, shop drawings and pay estimates for each phase.
22. Provide construction inspection services, including daily reports for each phase.
23. Provide certification of substantial completion for each phase.
24. Maintain all records of work performed in compliance with NMDHSEM requirements and assist Village staff and contractors in communicating with NMDHSEM when documenting project.
25. Prepare and submit as-built documentation in electronic format compatible with Village GIS.

The quantity of services or level of effort required under contract awarded pursuant to this RFP can, and likely will, vary with the progress of the work, as determined by the Village. The firm will be required to work effectively and cooperatively with personnel at all levels and with a variety of backgrounds, including other contractors, attorneys, engineers, administrative staff and clerical support staff.

**ONE YEAR LEVEL OF EFFORT FOR PW 181**

One Year FEMA 1783-PW181 With Only HWM Personnel for Project Management and Compliance Tasks						
Project Management & Compliance Task	Labor Category	Rate	Estimated Hours	Estimated Amount	Estimated Hours by Task	Estimated Amount By Task
<b>A</b>	HWM Personnel	\$95.00	983	\$93,385.00	983.0	\$93,385.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>B</b>	HWM Personnel	\$95.00	1639	\$155,705.00	1639.0	\$155,705.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>C</b>	HWM Personnel	\$95.00	983	\$93,385.00	983.0	\$93,385.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>D</b>	HWM Personnel	\$95.00	1434	\$136,230.00	1434.0	\$136,230.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>ANNUAL SUBTOTAL</b>				\$478,705.00	5039	\$478,705.00
GRT (8.4375%) Utilized Tax Rate Valid Starting Jan 2016				\$40,390.73		\$40,390.73
<b>SUBTOTAL</b>				\$519,095.73		\$519,095.73

**TWO YEAR LEVEL OF EFFORT FOR PW 181**

Two Year FEMA 1783-PW181 With Only HWM Personnel For Project Management and Compliance Tasks						
Project Management & Compliance Task	Labor Category	Rate	Estimated Hours	Estimated Amount	Estimated Hours by Task	Estimated Amount By Task
<b>A</b>	HWM Personnel	\$95.00	1967	\$186,865.00	1967.0	\$186,865.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>B</b>	HWM Personnel	\$95.00	3278	\$311,410.00	3278.0	\$311,410.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>C</b>	HWM Personnel	\$95.00	1967	\$186,865.00	1967.0	\$186,865.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
<b>D</b>	HWM Personnel	\$95.00	2868	\$272,460.00	2868.0	\$272,460.00
	Construction Observer	\$95.00	0	\$0.00		
	Sr. Project Engineer	\$135.00	0	\$0.00		
ANNUAL SUBTOTAL				\$957,600.00	10080	\$957,600.00
GRT (8.4375%) Utilized Tax Rate Valid Starting Jan 2016				\$80,797.50		\$80,797.50
SUBTOTAL				\$1,038,397.50		\$1,038,397.50