



**INVITATION FOR BIDS (IFB)**

IFB Name: Automated Statement Processing

IFB Number: 2020-009B NIGP Commodity Cody: 96676

**Bids Due No Later Than:**

Date: **April 27, 2020** Time: **3:00 pm**

**Return Bid to:**

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

**Formal Sealed Bid Opening:**

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

If you have questions regarding this IFB please contact:

Purchasing Agent: **John Commander**  
Telephone No.: **575-258-4343 Ext. 1082**  
Email: [purchasing@ruidoso-nm.gov](mailto:purchasing@ruidoso-nm.gov)

**Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):**

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

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

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

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

Payment terms: \_\_\_\_\_ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

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

Contractor's Delivery: \_\_\_\_\_ (May be considered in the award)

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

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

**IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side.** Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements.

NOTE: if you decide not to bid, do not return this document.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. \_\_\_\_\_ Dated: \_\_\_\_\_ Amendment No. \_\_\_\_\_ Dated: \_\_\_\_\_

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

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Village of Ruidoso  
Purchasing Department  
**IFB #2020-009b**

**Bidder Instruction for Invitation for Bid (IFB)**

**Viewing IFB:**

1. Bidders can access active procurements at the following sites:  
<https://www.ruidoso-nm.gov/purchasing>

**Submitting Bids:**

Hard copy submission delivered by US mail, courier, or in person to:

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

**All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side.** Sealed bids will be received, and time stamped at the above address until specified due date and local time.

**Late submission of Bids WILL NOT BE ACCEPTED.**

**Bid Opening:**

Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to “Terms and Conditions” as shown on the attached pages of this document and any additional bidding instructions or requirements. If you decide not to bid, do not return this IFB document.

**Additional Bidder Information:**

All resident businesses, contractors, and veterans will have to obtain preference certification from the NM Department of Taxation & Revenue. For the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and bidder must submit a copy of their preference certificate with each solicitation.

Application are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Technical Questions:

Contact the Village of Ruidoso Purchasing Agent listed on the IFB front page.

Village of Ruidoso  
Purchasing Department  
**IFB #2020-009B**

## A. PURPOSE OF THIS INVITATION TO BID

The purpose of the Invitation to Bid (IFB) is to solicit sealed bids to establish a contract through competitive negotiations for the procurement of Automated Statement Processing.

## B. TERM OF AGREEMENT

The term of this Price Agreement shall be for one (1) year from the date of award with the option to extend for a period of seven (7) additional years, on a year-to-year basis, by mutual agreement of all parties at the same price, terms and conditions. This Price Agreement shall not exceed four (8) years from the date of award.

## C. PROCUREMENT MANAGER

1. The Village of Ruidoso has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: John Commander, Purchasing Agent  
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

Telephone: (575) 258-4343 Ext. 1082  
Fax: (575) 258-5361  
Email: [purchasing@ruidoso-nm.gov](mailto:purchasing@ruidoso-nm.gov)

2. All deliveries of responses via express carrier must be addressed as follows:

Name: John Commander, Purchasing Agent  
IFB Name: IFB #2020-009B Automated Statement Processing  
Address: Village of Ruidoso Purchasing Department  
313 Cree Meadows Dr, Ruidoso, NM 88345

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees or Evaluation Committee members do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Invitation to Bid. Emailed protests will not be considered as properly submitted.

## D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Village**” means the Village of Ruidoso sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this Invitation to Bid can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state Village or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy Bids contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ Bids.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Invitation to Bid and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s Bid.

“**Minor Technical Irregularities**” means anything in the Bid that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a Bid.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state Village or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Procurement Manager**” means any person or designee authorized by a state Village or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Village**” means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“**Redacted**” means a version/copy of the Bid with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this IFB blacked out BUT NOT omitted or removed.

“**Invitation to Bid (IFB)**” means all documents, including those attached or incorporated by reference, used for soliciting Bids.

“**Responsible Offeror**” means an Offeror who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Bid.

“**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of a Invitation to Bid include, but are not limited to price, quality, quantity or delivery requirements.

“**Sealed**” means, in terms of a non-electronic submission, that the Bid is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery

service itself. The Village reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a Bid, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors Bid. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the Bid containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“VRPD”** means the Village of Ruidoso purchasing division of the finance department.

**“Written”** means typewritten on standard 8 ½” x 11” paper. Larger paper is permissible for charts, spreadsheets, etc.



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the IFB contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue IFB	VRPD	April 10, 2020
2. Acknowledgement of Receipt Form	Potential Offerors	April 17, 2020
3. Pre-Bid Conference	Village	NA
4. Deadline to submit Questions	Potential Offerors	April 20, 2020
5. Response to Written Questions	Procurement Manager	April 21, 2020
<b>6. Submission of Bid</b>	<b>Potential Offerors</b>	<b>April 27, 2020, 3:00pm MDT</b>
7. Bid Evaluation	Evaluation Committee	April 28/29, 2020
8. Contract Awards	Village/Bidder	May 12, 2020
9. Protest Deadline	VRPD	Close of Business, May 27, 2020

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

#### 1. Issuance of IFB

This IFB is being issued on behalf of the Village of Ruidoso on April 10, 2020.

#### 2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Invitation to Bid Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on April 17, 2020.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the IFB, and the potential Offeror's organization name shall not appear on the distribution list.

### **3. Pre-Bid Conference**

No Pre-Bid Conference will be held.

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this IFB until Close of Business on April 20, 2020 Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the IFB or other document which form the basis of the question.

### **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <https://www.ruidoso-nm.gov/purchasing>

### **6. Submission of Bid**

ALL OFFEROR BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON April 27, 2020. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the IFB #2020-009B Automated Statement Processing. Bids submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted Bids. Pursuant to NMSA 1978, § 13-1-116, the contents of Bids shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Invitation to Bid. Awarded in this context means the final required state Village signature on the contract(s) resulting from the procurement has been obtained.

### **7. Bid Evaluation**

An Evaluation Committee will perform the evaluation of Bids. This process will take place as indicated in the sequence of events, depending upon the number of Bids received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive Bids for the purpose of clarifying aspects of

the Bids. However, Bids may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this IFB will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Village of Ruidoso or the Finance Director. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Village reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Village Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Village of Ruidoso Purchasing Department.

The contract shall be awarded to the Offeror (or Offerors) whose Bids are most advantageous to the Village of Ruidoso and taking into consideration the evaluation factors set forth in this IFB. The most advantageous Bid may or may not have received the most points. The award is subject to appropriate Department and Village of Ruidoso approval.

## **10. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

John Commander, Purchasing Agent  
Village of Ruidoso Purchasing Department  
313 Cree Meadows Drive  
Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section V of this IFB.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any Bid or material submitted in response to this IFB shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this IFB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state Village which may derive from this IFB. The state Village entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Village awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **5. Amended Bids**

An Offeror may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The Village personnel will not merge, collate, or assemble Bid materials.

### **6. Offeror's Rights to Withdraw Bid**

Offerors will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

## 7. Bid Offer Firm

Responses to this IFB, including Bid prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of Bids or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Bid Contents

- A. Bids will be kept confidential until negotiations and the award are completed by the Village. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a Bid on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the Bid.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Village Purchasing Division or the Village shall examine the Offeror's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## 9. No Obligation

This IFB in no manner obligates the Village of Ruidoso or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

This IFB may be canceled at any time and any and all Bids may be rejected in whole or in part when the Village determines such action to be in the best interest of the Village of Ruidoso.

## 11. Sufficient Appropriation

Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The Village requires that all Offerors agree to be bound by the General Requirements contained in this IFB. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## 13. Governing Law

This IFB and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## 14. Basis for Bid

Only information supplied, in writing, by the Village through the Procurement Manager or in this IFB should be used as the basis for the preparation of Offeror Bids.

## 15. Contract Terms and Conditions

The contract between the Village and a contractor will follow the format specified by the Village and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting Village reserves the right to negotiate provisions in addition to those contained in this IFB (Sample Contract) with any Offeror. The contents of this IFB, as revised and/or supplemented, and the successful Offeror's Bid will be incorporated into and become part of any resultant contract.

The Village discourages exceptions from the contract terms and conditions as set forth in the IFB Sample Contract. Such exceptions may cause a Bid to be rejected as nonresponsive when, in the sole judgment of the Village (and its evaluation team), the Bid appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial Bid rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the IFB Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Village may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Village and will result in disqualification of the Offeror's Bid.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the IFB process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the IFB process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the Bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Village. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the IFB process prior to selection as successful Offeror), will be discussed only between the Village and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's Bid.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this IFB. The Evaluation Committee will reject the Bid of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Village reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Village, adequately meeting the needs of the Village.

## **21. Notice of Penalties**

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

## **22. Village Rights**

The Village in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's Bid.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's Bid or removal from the contract.

## **24. Ownership of Bids**

All documents submitted in response to the IFB shall become property of the Village of Ruidoso.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Village's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this IFB**

This IFB is being made available by electronic means. In the event of conflict between a version of the IFB in the Offeror's possession and the version maintained by the Village, the Offeror acknowledges that the version maintained by the Village shall govern. Please refer to: <https://www.ruidoso-nm.gov/purchasing>.

## **28. New Mexico Employees Health Coverage**

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to



maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their Bid. This requirement applies regardless whether a covered contribution was made or not made for the positions of Mayor and Village Councilors or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## 30. Letter of Transmittal

Offeror's Bid must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- 3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- 4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding Bid content.
- 5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- 6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- 7. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - b. **Explicitly** indicate acceptance of Section V of this IFB; and
  - c. Acknowledge receipt of any and all amendments to this IFB.
- 8. Be signed by the person identified in para 2 above.

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state New Mexico or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state of New Mexico or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Village Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Village Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Purchasing Agent or the Village Finance Director may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Purchasing Agent or Village Finance Director.

### **32. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their Bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

#### **A. New Mexico Business Preference**

A copy of the certification must accompany your Bid.

#### **B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany your Bid.

**The Village shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this IFB includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one Bid in response to this IFB.

#### B. NUMBER OF COPIES

Offeror's Bid must be clearly labeled and numbered and indexed as outlined in **Section III.C. Bid Format**. Bids must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the Bid (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Cost Bids** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the Bid. **The electronic copy can NOT be emailed.**

The electronic version/copy of the Bid **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB drive**, one (1) **redacted USB drive**). **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted Bid, the Original hard copy shall govern.

Any Bid that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

## **C. BID FORMAT**

All Bids must be submitted as follows:

Hard copies must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy Bids and electronic copy Bids:

### **1. Bid Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Cost Bid:**

- A. Signed Letter of Transmittal (Appendix E)
- B. Table of Contents
- C. Bid Summary (Optional)
- D. Response to Contract Terms and Conditions (Appendix C)
- E. Offeror’s Additional Terms and Conditions
- F. Signed Campaign Contribution Form (Appendix B)
- G. New Mexico Preferences (If applicable)
- H. Other Supporting Material (If applicable)
- I. Completed Cost Response Form (Appendix D)

Within each section of the Bid, Offerors should address the items in the order indicated above. All forms provided in this IFB must be thoroughly completed and included in the appropriate section of the Bid.

The Bid summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the Bid; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s Bid.

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### **A. DETAILED SCOPE OF WORK**

See Appendix F for detailed Scope of Work

### **B. BUSINESS SPECIFICATIONS**

#### **1. Letter of Transmittal Form**

The Offeror's Bid **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

#### **2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's Bid. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

#### **3. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the total of the unit costs on the Cost Response Form plus any additional charges. All charges listed on APPENDIX D must be justified and evidence of need documented in the Bid.

#### **4. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

## **V. Mandatory Specifications**

### **1. Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

### **2. Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

### **3. Cost (See Appendix D)**

### **4. C.6. New Mexico Preferences**

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

#### **A. New Mexico Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5%.

#### **B. New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

## **B. EVALUATION PROCESS**

1. All Offeror Bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Bids deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive Bids will be evaluated on the factors in Section IV. The responsible Offerors whose Bids are most advantageous to the Village taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM**



# APPENDIX A

## REQUEST FOR BID

### IFB 2020-009B AUTOMATED STATEMENT PROCESSING

#### ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than April 17, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Offeror written questions and the written responses to those questions as well as IFB amendments, if any are issued.

FIRM: \_\_\_\_\_

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

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

This name and address will be used for all correspondence related to the Request for Bid.

Firm does/does not (circle one) intend to respond to this Request for Bid.

John Commander, Purchasing Agent  
IFB #2020-009B Automated Statement Processing  
Village of Ruidoso  
313 Cree Meadows Dr  
Ruidoso, NM 99345  
Fax: 575-258-5361  
E-mail: [purchasing@ruidoso-nm.gov](mailto:purchasing@ruidoso-nm.gov)

**APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE  
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 Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective 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 Bid 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 Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective 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 THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

“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 Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“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 Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid 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:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—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

\_\_\_\_\_  
Date

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

## **APPENDIX C - SAMPLE CONTRACT**



## CONTRACT FOR GOODS AND SERVICES

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and **XXXXXXXXXX**, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso	Contractor
Department: Finance	ATTN:
ATTN: Judi Starkovich, Finance Director	Title: President
Street: 313 Cree Meadows Drive	Street: 123 Main Street
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Any Town, XX 99999
Phone: 575-258-4343 Ext. 1015	Phone: XXX/XXX-XXXX
Fax:	Fax: XXX/XXX-XXXX
Cell:	Cell: XXX/XXX-XXXX
Email: JudiStarkovich@ruidoso-nm.gov	Email: luther.fisher@wellsfargo.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

[WHEREAS, all terms and conditions of the IFB #2020-009B Automated Statement Processing and the Contractor's response to such document(s) are incorporated herein by reference; and]

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. RESERVED

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "ITB" means Invitation to Bid as defined in statute and rule.

D. RESERVED

E. RESERVED

F. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

G. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

H. "IFB" means Invitation for Bid as defined in statute and rule.

I. "You" and "your" refers to (Contractor Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

The Contractor shall perform the work as outlined in Appendix F of the IFB, attached hereto and incorporated herein by reference.

3. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

#### 4. **Term.**

This agreement shall be effective XXXXXX, XXX, 2020 through XXX XX, 2020, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

#### 5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does



not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

#### 6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### 7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 8. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

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

**11. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

**12. Equal Opportunity Compliance.**

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

**13. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

**14. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**15. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

**16. Invalid Term or Condition.**

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

17. **Enforcement of Agreement.**

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

18. **Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. **Succession.**

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

20. **Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree

to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

#### **24. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**25. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

**26. Default and Force Majeure.**

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

**27. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

**28. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**29. Inspection of Plant.**

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place

of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

**30. Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**31. Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**32. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**33. Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

**34. Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

**[Insert Contractor Staff Name(s)]**

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve



additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

**35. Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

**36. Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

**THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES' OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

### **37. Insurance.**

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### **38. Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

**SIGNATURES:**

**Village of Ruidoso:**

**CONTRACTOR:**

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

\_\_\_\_\_  
Contractor, Title

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

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

Attest:

\_\_\_\_\_

## APPENDIX D - COST RESPONSE FORM

### BILLING STATEMENT BREAKDOWN

<p>A. Laser Printing 8 ½" x 11" perforated; Two-color printing front and back billing statements, to include paper stock, inserting bill statements, and remittance envelopes when applicable (evaluated price to be based on approximately 100,200 statements)</p>	<p>\$ _____ (price/each)</p>
<p>Custom Printed #10 White-window, carrier envelopes. (evaluated price to be based on approximately 100,200 statements)</p>	<p>\$ _____ (price/each)</p>
<p>Custom Printed #10 #9 White Remittance Envelopes (evaluated price to be based on approximately 100,200 statements)</p>	<p>\$ _____ (price/each)</p>
<b>SUBTOTAL A:</b>	<p>\$ _____ (price/each)</p>
<p><b>C. QUARTERLY BILLING</b> Laser Printing 8 ½" x 11" perforated; two-color printing front and back billing statements, to include paper stock, inserting bill statements and remittance envelopes when applicable</p>	<p>\$ _____ (price/each)</p>
<p>D. Initial programming and setup (one-time charge)</p>	<p>\$ _____ (price/each)</p>
<p>E. Additional inserts and mailing (evaluated price to be based on approximately 8,350 inserts) [Duplex Document]</p>	<p>\$ _____ (price/each)</p>
<p>F. Postal Delivery (Postage) (Evaluated price to be based on approximately 8,350 statements, 600 delinquent, 2,600 quarterly billing at current postal rate of April 2020)</p>	<p>\$ _____ (price/each)</p>
<p>G. Postal Delivery (Foreign Postage) 20 statements mailed to foreign addresses at current postal rate of April 2020)</p>	<p>\$ _____ (price/each)</p>
<p>H. Other Additional costs/optional services (List Services and associated costs on a separate sheet)</p>	<p>\$ _____ (price/each)</p>

## **APPENDIX E - LETTER OF TRANSMITTAL FORM**

**APPENDIX E**

**Letter of Transmittal Form**

**IFB#:** 2020-009B

**Offeror Name:** \_\_\_\_\_ **FED ID#:** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

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

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

---

(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions

Governing the Procurement as required in Section II. C.1.

\_\_\_ I concur that submission of our Bid constitutes acceptance of the Evaluation Factors contained in Section V of this IFB.

\_\_\_ I acknowledge receipt of any and all amendments to this IFB.

---

Authorized Signature

(Must be signed by the person identified in item #2, above.)

\_\_\_\_\_, 2020

## **APPENDIX F – SCOPE OF WORK**



## SCOPE OF SERVICES

The Village of Ruidoso requests qualification-based competitive sealed bids for Automated Statement Processing for the Village of Ruidoso.

The Offeror must be capable of providing printing and mailing services for the Village's weekly and quarterly utility billing. The Village anticipates an average printing of 8,600 utility bills per month, and an average of 2,500 quarterly billing. The Offeror is to provide custom statements (Village's format), printing (lasering) of statements, inserting statements with remittance envelope and occasional inserts, prepare for mailing and finally mailing the statements plus obtain the best postage rates possible. Offeror shall have the capability of not inserting a remittance envelope in bank draft statements and in statements with a credit balance. This process is required on a weekly basis (average weekly utility statements are 2,080), with a same day mail out turn around guarantee.

1. Offeror shall:

- a. Obtain the best price available on white perforated paper; custom printed #10 white-windows, carrier envelopes and custom printed #9 white-remittance envelopes. The Village reserves the right to change color, sizes, etc.
  - i. Provide the quote sheet/price comparison sheet used to select the vendor to the Village prior to purchase
- b. Purchase and store these supplies for the Village.
  - i. Offeror shall be responsible for maintaining adequate inventory.
  - ii. Offeror shall charge the Village for supplies as they are used.
- c. Provide assistance (size, weight requirements, and other factors) when inserts are to be placed in the utility statements, Inserts may be prepared by Offeror, or provided by the Village.
- d. Offeror shall provide same business day turnaround time, after receipt of the date to the post office. The Offeror shall outline their best and worst case turnaround time scenario.

2. Billing statements

- a. The Village has attached a sample two-sided billing statement to be utilized with the service. The Offeror shall provide the same design and layout of the sample billing. The billing form will be 8 ½" x 11" with two color and graphic capabilities. The quality and color of all forms and envelopes shall be approved by the Village. The back of the statement shall provide Water Shut Off Policy for the Village, Water, Sewer and Garbage rates, Water Conservation phases and other special messages as required.
- b. Offeror shall have the capability to extract water consumption for file layout and display usage in graphs on billing statements. Graphs shall depict current month's usage, last year's usage (same month, and last month's usage (current year).
  - J. Offeror shall provide, when requested, blank statement forms, blank delinquent notices, #10 & #9 envelopes for use by Village.

3. Quarterly Billing

The Village has attached a sample Quarterly billing statement to be utilized with the service. The Offeror shall provide the same design and layout of the sample billing. The billing form will be 8 ½" x 11" with two color and graphic capabilities. The quality and color of all forms and envelopes shall be approved by the Village.

4. Selective Pulls

The Village needs the capability to tag no mails and selective pulls. Selective pulls shall be based on zip codes, account numbers, types of accounts, etc. Selective pulls shall be folded and inserted with remittance envelope, if applicable and mailed same business day by the Offeror to the Village via express mail, or best way, arrangements to be negotiated.

5. Dual Runs

Offeror shall provide dual runs prior to the first mailing of statements. Dual run process will be designed in conjunction with the Village to provide testing and verification to the Village's satisfaction.

6. Recovery Program

The Offeror shall have a disaster recovery program (hardware and software) available to ensure all statements are printed and mailed weekly. The Offeror shall address in their proposal their disaster plan procedures. The Offeror shall detail to the Village their off-site data backup storage methodology, data recovery procedures, printing and mailing of data.

7. Reports

The Offeror shall submit a Mail Master List, USPS form 3600-PC which verifies the number of Village statements mailed to be used for cross checking and problem solving when requested by the Village. Offeror shall print a report showing all Village Customers with suspected incorrect addresses for follow-up and correction. All of the daily reports in this section shall be packaged and mailed same business day by the Offeror, to the Village of Ruidoso, Attn: Utility Billing Department, 313 Cree Meadows Dr., Ruidoso, NM 88345 via express mail, or best way arrangements to be negotiated. Offeror shall bill the Village at their cost for the express mailing.

8. Procurement and Warehousing Services

a. The Offeror shall be responsible for the procurement, processing and warehousing of the Village's approved paper stock and envelopes. The Offeror shall submit their approach for providing this service. The Offeror's approach must outline the following:

i. Price quote for the first paper stock order and customer printed envelopes. A copy of the price quote submitted by the Offeror's supplier shall be included and shall remain firm for 1 year after the proposal opening date. Reference the attached proposal form, Exhibit A.

ii. Number of calendar days that notification will be given to the Village prior to reordering of paper and envelopes. This time frame shall allow for any printing modifications the Village may require.

iii. Offeror's approach to warehousing and restocking.

9. Postal Services

a. The Offeror shall be for the application of postage, coordination, required preparation, and same business day delivery of the Village's billing statements to the U.S. Post Office. The Offeror shall guarantee to process the Village's mail down to the Carrier route to obtain the best postal rate available. The Offeror's proposal shall outline their procedure for the following:

- i. Invoicing process and monitor of the Village's weekly postage usage/cost;
- ii. Availability and approach to determining postage cost savings (i.e. bar coding, postal optimization, carrier route and zip+4),
- iii. Offeror shall outline the best and worst case USPS time frame, and best mail-out and delivery;
- iv. Notification of Village if an insert(s) takes postage over one ounce.

10. Foreign Mailings

The village has approximately 20 foreign customers. The proposer shall ensure proper postage for these foreign mailings. If any mailing is returned to the Village due to improper postage, the Village will bill the contractor for the expense of re-mailing.

11. Inserts

The Village has the option to provide inserts or to have inserts printed by the Offeror at an agreed price depending on which is in the best interest of the Village. The Village will provide 48 hours advanced notice of inserts to be placed in the weekly billing.

12. Date Format and Transmittal Data is to be received by the Offeror via FTP (File Transfer Protocol) site. Please insert additional information with your proposal for data parameter requirements. The data file shall conform to the Village's data record format layout. It will be fixed record length ASCII format. Offeror shall be required to have FTP site for transferring of data. The transmitted data file will be in the "zip" Compressed format. The Offeror shall be required to "unzip" the transmitted data file for processing.

13. Detailed Contract Service Billing Requirements

The Offeror shall send all billing for the automated statement process contracted service to the Village of Ruidoso, Accounts Payable, 313 Cree Meadows, Ruidoso, NM 88345. The statement shall provide complete reporting to verify the number of statements sent with/without remittance envelopes, the number of delinquent notices, the number of pre-sorted pieces, the number of first class pieces, the number of overweight pieces, the number of inserts (if applicable) and other accounting information.

14. Bar Coding Requirements

a. The Village requires the following bar coding requirements. Please include the cost of these services on the Cost Proposal Form Exhibit A.

- i. U.S. Postal Service standards bar coding (please reference the type of scanning suggested as required by the U.S. Postal Service, i.e. window envelope scanning or printed on envelope scanning).
- ii. Payment scanning to be included on customer's return portion of statement.

- iii. Payment scanning shall be included on customer's return portion of statement and delinquent notice. Bar Code Scheme required will be Code 128 Subset C.
- iv. OCR Scanning may be a future requirement. Please address capabilities to meet this requirement.

## **APPENDIX G – SAMPLE UTILITY BILL**



Village of Ruidoso New Mexico  
 Utility Billing Department  
 PO Box 2950  
 Ruidoso, New Mexico 88355  
 (575) 258-4343

Bills are due fifteen (15) days from the billing date and are considered delinquent (10) days from the due date.

Billing Date	Due Date	Enter Amount Paid
02/27/2020	03/13/2020	

ACCOUNT NUMBER 02-0010000-001  
 METER NUMBER 15895731  
 PREVIOUS BALANCE 0.00  
 CURRENT CHARGES 121.39  
 TOTAL AMOUNT NOW DUE 121.39

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 88345



1 > 520

RUIDOSO NM 88355-0264



5112

Please write your account number on your check, detach and return this portion with your payment

Customer Name	Service Address	Type	Account Number	Due Date	Last Payment Amount				
		RES	02-0010000-001	03/13/2020	121.40				
<b>Billing Date</b>	02/27/2020	<b>Service Provided From</b>	01/24/2020	<b>To</b>	02/21/2020	<b>Days This Billing</b>	28	<b>Book</b>	01
Description	Previous Reading	Present Reading	Usage	Charges					
WATER	42119	42865	746	31.22					
WATER				0.00					
WATER/ SEWER TAX				1.56					
WATER CONSERVATION FEE				0.02					
SEWER				17.46					
SEWER				0.00					
WATER/ SEWER TAX				0.87					
GARBAGE				13.43					
RECYCLE				0.90					
GARBAGE TAX				0.72					
YARD WASTE				12.00					
GARBAGE TAX				0.60					
WASTEWATER				40.58					
WASTEWATER TAX				2.03					
WASTEWATER				0.00					
WASTEWATER TAX				0.00					

Past Due amount must be paid immediately to avoid disconnection.

<b>Total Current Charges</b>	121.39
<b>Past Due Amount (Previous Balance)</b>	0.00
<b>Total Amount Due</b>	121.39

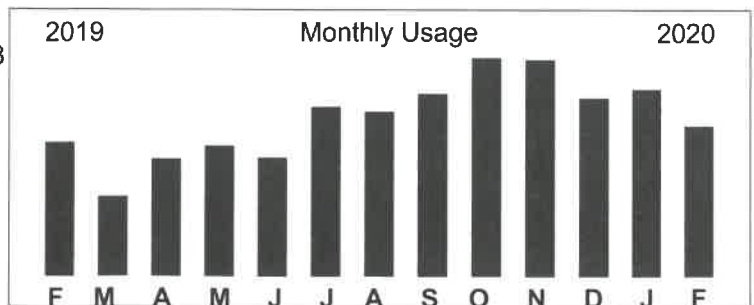
METER NUMBER 15895731

Sign up to pay your bill at [www.ruidoso-nm.gov](http://www.ruidoso-nm.gov)

Sign up to monitor water usage at [www.eyeonwater.com](http://www.eyeonwater.com)

You count! We encourage you to participate during our 2020 Census, information at <https://www.ruidoso-nm.gov/census-2020>

1083



# CHECK LIST HAVE YOU:

Enclosed your check Payable to  
Village of Ruidoso?

Signed your check

Written your account number on your check?

Enclosed your remittance slip?



## VILLAGE OF RUIDOSO

Attention Utility Billing

PO Box 2950

Ruidoso NM 88355-2950

Place this side out in the return envelope.

## VILLAGE OF RUIDOSO

313 Cree Meadows Dr. • Ruidoso, New Mexico 88345

PHONE Toll-free (877) 700-4343

All bills should be paid by the due date. If payment is not received for current bill by first due date, a delinquent notice will be sent out. The total amount due on delinquent notice must be paid by the due date. If the account is not paid in full by the due date the services will be shut off and a \$50.00 turn on fee will be applied to your account. If a water account is shut off for two months past due, water will not be turned back on until all the balance is paid in full including the \$50.00 turn on fee. Customers who are shut off for past due water accounts will have until 5:00 pm the day the water is shutoff to pay water bill. If customer does not make the 5:00 pm deadline, the customer will not have water turned back on until next business day. If a water account is shut off for three months or more for non-payment a lien will be placed on the property. The water meter will be pulled, the Security Deposit will be applied to unpaid balance and a reconnect fee of \$250.00, plus lien filing fees, and interest will be applied to unpaid balance. If there is a lien placed on the property, the water will not be turned back on until the lien is paid in full. It is the responsibility of the owner or renter to make sure that the Utility Billing Division is notified of any changes that need to be made to the account.

### Water Rates

<b>Residential - Inside Municipal Limits</b>	\$31.22 Base Rate/Minimum 3,000 Gallons
<b>- Outside Municipal Limits</b>	\$62.44 Base Rate/Minimum 3,000 Gallons
Commodity Charges:	
1,001-5,000	\$6.00 Per 1,000 Gallons
5,001-7,000	\$7.00 Per 1,000 Gallons
7,001-11,000	\$14.00 Per 1,000 Gallons
11,001 - 15,000	\$20.00 Per 1,000 Gallons
15,001 - 20,000	\$30.00 Per 1,000 Gallons
In Excess of 20,000 gallons	\$42.00 Per 1,000 Gallons

<b>Commercial - Inside Municipal Limits</b>	\$31.22 Base Rate/Minimum 3,000 Gallons
<b>- Outside Municipal Limits</b>	\$62.44 Base Rate/Minimum 3,000 Gallons
Commodity Charges:	
1,001 - 50,000	\$6.00 Per 1,000 Gallons
50,000 - 250,000	\$7.75 Per 1,000 Gallons
In Excess of 250,000	\$8.50 Per 1,000 Gallons

<b>Institutional/Industrial</b>	\$31.22 Base Rate/Minimum 3,000 Gallons
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Full Way Water Shut off Valve  
Village Ordinance requires in Sec. 86-10: That the Village water customer have a Working Full Way Water Shut Off Valve on customer side of Water Meter. A Service charge will be charged if the Village is required to turn off water for customer.

### Sewer Rates

<b>Sewer Rates With Municipal Water Service - Inside Municipal Limits</b>	
Residential	\$17.46 Base Rate/Minimum 4,000 Gallons
Commercial	\$26.89 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$26.89 Base Rate/Minimum 4,000 Gallons

<b>Sewer Rates With Municipal Water Service - Outside Municipal Limits</b>	
Residential	\$21.82 Base Rate/Minimum 4,000 Gallons
Commercial	\$33.61 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$33.61 Base Rate/Minimum 4,000 Gallons

<b>Sewer Rates/Without Municipal Water Service - Inside Municipal Limits</b>	
Residential	\$20.95 Base Rate/Minimum 4,000 Gallons
Commercial	\$32.26 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$32.26 Base Rate/Minimum 4,000 Gallons

<b>Sewer Rates/Without Municipal Water Service - Outside Municipal Limits</b>	
Residential	\$26.18 Base Rate/Minimum 4,000 Gallons
Commercial	\$40.31 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$40.31 Base Rate/Minimum 4,000 Gallons

Commodity Charges: \$1.15 per 1,000 gallons used in excess of 4,000

### Wastewater Rates

<b>Wastewater Rates With Municipal Water Service</b>	
Residential	\$40.58 Base Rate/Minimum 4,000 Gallons
Commercial	\$55.95 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$55.95 Base Rate/Minimum 4,000 Gallons

<b>Waste Water Rates/Without Municipal Water Service - Inside Municipal Limits</b>	
Residential	\$48.69 Base Rate/Minimum 4,000 Gallons
Commercial	\$67.13 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$67.13 Base Rate/Minimum 4,000 Gallons

<b>Waste Water Rates/Without Municipal Water Service - Outside Municipal Limits</b>	
Residential	\$60.86 Base Rate/Minimum 4,000 Gallons
Commercial	\$83.95 Base Rate/Minimum 4,000 Gallons
Institutional/Industrial	\$83.95 Base Rate/Minimum 4,000 Gallons

Commodity Charges: \$2.88 per 1,000 gallons used in excess of 4,000 gallons

### Garbage Rates

<b>Residential Rate</b>	
Weekly Pickup:	\$13.43
Recycling:	\$0.90

<b>Commercial Rates</b>	
Light: 0 to 33 tons	\$36.76
Medium: 33 to 66 tons	\$42.32
Heavy: Over 67 tons	\$52.72
Recycling:	\$0.90
Shared Dumpster:	\$20.15

Automatic Payment Plan available for your convenience. No cost to customer. Free Service. Call for more information. Sign up today and never be late on your utility bill again or have your payment lost in the mail. Payments are Bank Drafted or Credit Card Drafted on the due date. We also accept credit card payments in person. Please take advantage of this new payment option. Thank you