



INVITATION FOR BIDS (IFB)

IFB Name: Green Well (H-1497-POD4) Pump Installation

Return Bid to: Village of Ruidoso

IFB Number: 2020-012B

Commodity Code: 96296

Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Bids Due No Later Than:

Date: July 17, 2020 **Time:** 3:00 pm

Formal Sealed Bid Opening:

Place: Zoom Meeting

Date: July 17, 2020 @ 3:30pm MDT

If you have questions regarding this IFB please contact:

Purchasing Agent: John Commander Telephone No.: 575/258-4343 Email: johncommander@ruidoso-m.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.

Village of Ruidoso
Purchasing Department
IFB #2020-012B

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>
2. Complete bid documents as required by the IFB specifications and submit any required documentation, supporting materials, certificates, etc. in addition to bid documents.

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:

Due to the Covid-19 health emergency, Sealed bids will be publicly opened and can be viewed at <https://us02web.zoom.us/j/86128108431?pwd=a2lMRHk1S0F6ODFjOUxTNWROdGp6Zz09> only. 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.

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Village of Ruidoso
Purchasing Department
IFB #2020-012B

Terms and Conditions
(Unless otherwise specified)

I. General Conditions

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 bids for the procurement of Installation of New Submersible Pump in Green Well (H-1497-POD4).

B. SCOPE OF PROCUREMENT

Work under this Contract consists of installation of new submersible pump in Green Well (H-1497-POD4) in accordance with the Technical Specifications included in Appendix G of this IFB.

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
Fax: (505) 258-5361
Email: 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 #2020-012B Green Well (H-1497-POD4) Pump Installation
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 Agency” 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 an 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.

“VOR” means the Village of Ruidoso

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

“Written” means typewritten on standard 8 ½ x 11-inch 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 | 6/19/2020 |
| 2. Return of Acknowledgement of Receipt Form | Potential Offerors | 6/26/2020 |
| 3. Pre-Bid Conference | Village | 6/29/2020 Non-Mandatory, MUST RSVP by 6/26/2020 to schedule site-visit |
| 4. Deadline to submit Questions | Potential Offerors | 7/9/2020 |
| 5. Response to Written Questions | Procurement Manager | 7/10/2020 |
| 6. Submission of Bid | Potential Offerors | 7/17/2020 @ 3:00pm MDT |
| 7. Bid Evaluation | Procurement Manager | 7/17/2020 – 7/20/2020 |
| 8. Contract Awards | Village/Bidder | 7/28/2020 |
| 9. Protest Deadline | VRPD | 8/12/2020 |

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 June 19, 2020.

2. Acknowledgement of Receipt

Potential Offerors should return 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 June 26, 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

A non-mandatory Pre-Bid conference will be held as indicated in the sequence of events at the job site located at 325 State Highway 532 on June 29, 2020. Potential Offerors wishing to attend the Pre-Bid Conference must contact the Procurement Manager listed in this IFB no later than Close of Business on June 26, 2020 to schedule an appointment for a site visit on June 29, 2020. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Bid conference.

Attendance at the Pre-Bid conference is highly recommended, but not a prerequisite for submission of a Bid.

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 July 9, 2020 Mountain 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 DAYLIGHT TIME ON **July 17, 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 #2020-012B Green Well (H-1497-POD4) Pump Installation. 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

The Procurement Manager 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 Bid 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 15th 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, 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 Procurement Manager may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this IFB. The Procurement Manager 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 Procurement Manager reserves the right to waive minor irregularities. The Procurement Manager 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 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
 - c. 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.

33. Bid Security

The Bid must be accompanied by Bid Security made payable to Owner in an amount of Five (5)% of Bidder's maximum bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Performance Bond and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Performance Bond within 15 days after the Notice of Award, The Owner may consider Bidder to be in default, Annul the Notice of Award, and the Bid security will be forfeited. Such forfeiture shall be Owner's exclusive remedy if the Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid Opening, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

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. **Bid Package** – 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-inch 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.

Bid Package

- A. Signed Letter of Transmittal (See Appendix A)
- B. Signed Cover Page from this IFB
- C. Bid Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 1. Bid Security
 2. Signed Campaign Contribution Form (See Appendix B)
 3. Completed W-9 (See Appendix H)
 4. New Mexico Preferences (If applicable)
- G. Required Submittals – Must Submit all information requested in Appendix G, Section 1.08, pages 50-51.
- H. Completed Cost Response Form

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. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The Bid summary may be included by potential Offerors to provide 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.

A. DETAILED SCOPE OF WORK

See Scope of Work and Technical Specifications in Appendix G. Must include the required Submittals with the bid found in Section 1.08 A1 through A4, pages 50-51 of this IFB.

B. Mandatory Specifications

1. Bid Security

Pass/Fail only. No points assigned.

2. Letter of Transmittal (See Appendix A)

Pass/Fail only. No points assigned.

3. Campaign Contribution Disclosure Form (See Appendix B)

Pass/Fail only. No points assigned.

4. Signed Cover Page of this IFB (See Page 1)

Pass/Fail only. No points assigned.

5. Bid Surety Bond

The bid must be accompanied by a Bid Surety Bond made payable to the Village of Ruidoso

6. Required Submittals (See Appendix G, Section 1.08, pages 50-51)

Pass/Fail only. No points assigned.

7. Cost (See Appendix D)

8. 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%.

C. 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 Procurement Manager 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 with the highest scores will be selected as finalist Offerors, based upon the Bids submitted. 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**

REQUEST FOR BID

Green Well (H-1497-POD4) Pump Installation
IFB #2020-012B

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 I.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than June 26, 2020 by Close of Business. 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
Green Well (H-1497-POD4) Pump Installation, IFB #2020-012B
Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 99345
Fax: 575-258-5361
E-mail: 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: Purchasing | ATTN: |
| ATTN: John Commander, Purchasing Agent | 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. 1082 | Phone: XXX/XXX-XXXX |
| Fax: | Fax: XXX/XXX-XXXX |
| Cell: | Cell: XXX/XXX-XXXX |
| Email: JudiStarkovich@ruidoso-nm.gov | Email: .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 #2020-012B Green Well (H-1497-POD4) Pump Installation 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. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "IFB" means Invitation for Bid as defined in statute and rule.
- C. "Procuring Agency" means the Village of Ruidoso that enters into an Agreement to procure products or services.
- D. "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.
- E. "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 G 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. Contractor shall execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of **[Insert Total Amount of agreed upon Performance Bond]** in the name of the Procuring Agency. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The Procuring Agency's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.

4. **Term.** **This agreement shall not become effective until a Notice to Proceed is issued by the Village of Ruidoso and shall be in effect until .]**

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://insurenewmexico.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. - RESERVED**

37. **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.

39. 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.

40. 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:

Irma Devine, Village Clerk

Date: _____

APPENDIX D - COST RESPONSE FORM

GREEN WELL (H-1497-POD4) PUMP INSTALLATION IFB #2020-012B

| ITEM NO | DESCRIPTION | UNIT | QUANTIT Y | UNIT PRICE | AMOUNT |
|-------------------------------|--|------|-----------|------------|--------|
| 1 | Mobilization and demobilization | ls | 1 | | |
| 2 | Disinfection and bacteriological sampling | ls | 1 | | |
| 3 | Provide new drop-pipe | lf | 90 | | |
| 4 | Provide and install submersible well pump with VFD to approximately 1,200 ft | ls | 1 | | |
| Required Documents | | | | | |
| 5 | Signed Letter of Transmittal | | | Pass/Fail | |
| 6 | Signed IFB Cover Page | | | Pass/Fail | |
| 7 | Signed Campaign Contribution Form | | | Pass/Fail | |
| 8 | Bid Security | | | Pass/Fail | |
| | Subtotal (Items 1-4) | | | | |
| New Mexico Preferences | | | | | |
| | NM Resident Business | | | -5% | |
| | NM Resident Veterans Business | | | -10% | |

TOTAL OF BASE BID: \$ _____

APPENDIX E - LETTER OF TRANSMITTAL FORM

IFB#: 2020-012B

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.

_____, 2019
Authorized Signature
(Must be signed by the person identified in item #2, above.)

**APPENDIX F - ORGANIZATIONAL REFERENCE
QUESTIONNAIRE**

RESERVED

APPENDIX G – SCOPE OF WORK

VILLAGE OF RUIDOSO TECHNICAL SPECIFICATIONS FOR INSTALLATION OF NEW SUBMERSIBLE PUMP WELL H-1497-POD4 (GREEN WELL)

PART 1 GENERAL INFORMATION

1.01 GENERAL

- A. The Contractor must be a licensed pump installer with the State of New Mexico to perform the work and shall complete the project according to the specifications, the (New Mexico Office of the State Engineer) NMOSE Rules and Regulations, applicable State regulations, and in a manner that would be considered to be acceptable to industry standards.
- B. All electrical work shall be performed by a licensed electrical contractor with the State of New Mexico to perform the wiring, connections, installation of pump control panel(s), and grounding. An ES-10 Water Well Pump Installer license will not be considered appropriate to perform the electrical work for the project.
- C. Information provided in these Technical Specifications is for use by the Contractor in preparing a bid and for successfully completing the project. The Village of Ruidoso (Village) does not make any representation as to the accuracy of the information provided herein or that it is necessarily indicative of the conditions present.
- D. The Contractor shall not enter on or occupy with men, tools, equipment, or material, any ground outside the construction area without approval of the Owner. Other contractors, employees, or agents of the Owner may, for business purposes, enter the work site and premises used by the Contractor.
- E. The Contractor shall prevent damage to all structures, roads, or other operations during the progress of all work, and shall remove from the location all debris and unused materials. Upon completion of the work, the Contractor shall restore the site to a condition as near to the original condition as possible.

1.02 GREEN WELL LOCATION AND AVAILABLE INFORMATION

- A. The Green Well (H-1497-POD4) is located (Fig. 1) along Ski Run Road on land owned by the Village. The well was completed by K.D. Huey Company in 2007. A diagram showing the well completion (Fig. 2) and the NMOSE Well Record (Attachment A) are attached. In March 2020, the non-pumping depth to water was approximately 18.5 ft below ground level (bgl). The non-pumping depth to water can be highly variable and has been as great as 920 ft bgl.

- B. No deviation surveys were performed by the Contractor as the borehole was being drilled, in the pilot hole, or the final borehole prior to running the casing, nor subsequent to the well being completed. No deviation surveys of the well have been performed by the Village.
- C. The submersible pump was removed from the well in 2019. No downhole equipment is in the well.
- D. Drop-pipe is stored at the well site. There are thirty-seven 30 ft (nominal) long joints of drop-pipe. The pipe is API 5.5-in. OD, 0.361-in. wall thickness, with API couplings. Threads are reported to be 8RND LNG. Two joints have damaged threads and will be replaced as part of this project. Images of the pipe and coupling are included as Attachment B.
- E. The well is not currently equipped with a pump. The last pump that operated in the well was manufactured by GE and was equipped with a variable frequency drive controller (VFD). Images of the VFD and inside of the well house are included in Attachment C. The well is about 50 ft from the well house.
- F. During the initial installation of the previous submersible well pump (pump, motor, and appurtenances) and subsequent pump work performed in 2011, Contractors reported difficulties running the equipment at various depths of approximately 90 to 100 ft, 900 ft, 1,210 to 1,225 ft, and 1,375 to 1,385 ft. There may be other areas not identified that could be problematic; therefore, caution should be exercised when installing the submersible pump assembly.
- G. There is a bermed area near the well that may be used to discharge water produced during the work. Contractor shall make their own determination as to whether or not the area needs modification to contain all water that may be discharged during the work.
- H. Information provided in these Technical Specifications is for use by the Contractor in preparing for successfully completing the project. The Village does not make any representation as to the accuracy of the information provided herein or that it is necessarily indicative of the conditions present. Contractor shall make their own assessment of site, building, existing equipment, and downhole conditions as may be necessary to successfully complete the specified work.

1.03 SCOPE OF WORK

- A. The work includes the furnishing of all labor, materials, transportation, tools, supplies, plant, equipment, and appurtenances necessary to complete the installation of the equipment, connection to the distribution system, electrical modifications and connections, deactivation of existing electrical components, disinfection of the well and equipment, bacteriologic sampling, and cleanup of site.

All work shall be performed using appropriate equipment, tools, methods, qualified personnel, and currently licensed companies. Reference to the installation of the submersible well pump shall be considered to include, but not be limited to, the well pump, motor, wire, drop-pipe, check valve(s), connections, downhole cable protectors, connection to the distribution system, electrical

- B. connection, disinfection, and the like so that the equipment is functioning per manufacturer's specifications, the produced water meets New Mexico Environment Department (NMED) drinking water standards for bacteria, and the plumbing is properly connected to the distribution system.

1.04 SCHEDULE

- A. Within 5 days after award of contract, Contractor shall submit to Owner and Project Representative a schedule of work, presenting proposed completion dates for work to be performed at each well. At minimum, the schedule shall include the following:
 - a. mobilization to site
 - b. disinfection
 - c. installation of submersible well pump
 - d. electrical connections and installations, and testing pump operation
 - e. collection of water samples for laboratory bacteriologic analysis and laboratory results
 - f. connection to distribution system
 - g. test pump performance

- B. Contractor shall maintain a minimum work schedule of 40 hours per week at the project site. The schedule may be 8 hours per day Monday through Friday, or 10 hours per day Monday through Thursday. Travel time to and from the site shall not count towards the minimum work schedule hours. If the Contractor fails to perform the minimum work hours, the Contractor shall be responsible for additional time spent in the field by the Owner's Representative.

1.05 WELL AND SITE SECURITY

- A. The Contractor shall be responsible for protection of the well, and for site security. The Owner cannot be held responsible for well and site security.

- B. The Contractor must protect the well from the entry of undesirable fluids and materials at all times. Any time the site is unoccupied by the Contractor, the well and gage line and any other penetrations into the well shall be covered and secured against tampering and the entry of any objects, fluids, debris, or materials.

- C. Any time the site is unoccupied by the Contractor the well house shall be locked.

1.06 HEALTH AND SAFETY

- A. The Contractor shall be responsible for all health and safety issues at the site and shall make sure all personnel working at the site have, and use, appropriate personal protective equipment, and that all appropriate safety devices for equipment are properly installed and functioning.

- B. Contractor shall submit a Site-Specific Health and Safety Plan for work at the well within 5 days after award of contract along with the Contractor's.

C. At minimum, all personnel working at or visiting the site shall wear the personal protective equipment listed below at all times. The Contractor shall also use other safety equipment as the Contractor may deem necessary throughout the project. Ear protection and other appropriate personal protective equipment shall also be used per the Contractor's company Health and Safety Plan.

1. hard hat
2. steel-toe boots
3. safety glasses

D. Contractor shall inspect the site for the presence of overhead and underground utilities and shall be satisfied in regard to their existence and locations prior to submitting the bid. A safe distance shall be maintained between equipment and materials and power lines at all times.

1.07 MINIMUM CREW REQUIREMENTS

A. A minimum work crew of two qualified personnel shall be on-site at all times work is being performed. No work shall be performed with a crew of less than two.

1.08 SUBMITTALS

A. **With the bid, the Contractor shall submit** a complete list of equipment that the Contractor proposes to use on the work, together with a description of the methods by which the Contractor proposes to perform the work. If the Contractor fails to submit, or if the equipment and proposed methods do not meet the approval of the Village and Project Representative, the Village reserves the right to reject the bid as non-responsive. Other methods, equipment, or instruments shall not be substituted for the approved methods and equipment. The listed equipment shall be available for the work when scheduled. **The Contractor shall submit the following items with the bid:**

1. Schedule

- a) earliest available start date and estimated time to complete the work

2. Pump Rig

- a) manufacturer and model number of the rig
- b) boom capacity
- c) maximum vertical reach
- d) maximum horizontal reach
- e) main winch capacity for single and double line
- f) sandline winch capacity
- g) sandline length
- h) available horsepower

3. Submersible Pump and Motor

- a) manufacturer of pump, motor, and controller (if not the Grundfos specified)
- b) pump model number (if not the Grundfos specified)

- c) motor horsepower (if not the Grundfos specified)
- d) wire size and detail of cable armor
- e) VFD controller cut-sheet
- f) pump curve for pumping rates and heads for controller hertz setting for each 10 hertz of range (if not the Grundfos specified)
- g) shroud detail including materials of construction, diameter, length
- h) transition joint from stainless steel to drop-pipe

4. Contractor References

- a) Contractor shall provide at least three (3) references for similar projects completed within the last 2 years.
- b) References and resumes for the rig operator.
- c) References for the Contractor, and rig operator shall include project information, casing size, depth of well, pump size and horsepower, name of reference, phone number, and email contact address.

B. Submittals that are required throughout the project include the following:

- 1. NMED or EPA permit, as may be appropriate (prior to beginning project) for discharge of fluids and water (if required)
- 2. Site-Specific Health and Safety Plan (prior to beginning the project)
- 3. Cable protector design and cut sheet
- 4. Daily Reports
- 5. Certificate of quality for drop-pipe
- 6. Certificate of quality for well pump wire
- 7. Bacteriological testing results

1.09 NOISE CONTROL REQUIREMENTS

- A. Noise control, such as sound blankets or reduced working hours, will not be required.
- B. The Contractor shall have in place high efficiency mufflers on all engines.

1.10 SANITARY FACILITIES

- A. The Contractor shall provide and maintain portable sanitary toilet facilities at the work site for the duration of the project. Facilities shall be maintained at regular intervals. Contractor's costs associated with providing and maintaining sanitary toilet facilities are considered incidental to the project, and no separate payment will be made.
- B. Facilities must be located at least 100 ft from any well or surface-water source.

1.11 REQUIRED WORK STOPPAGES

- A. In the event that the Contractor does not comply with the Technical Specifications, or maintain the required work schedule, or any portion of the contract documents for this project, the Contractor will be issued a stop work order. Contractor will not be paid for any work, materials, supplies, stand-by time, rig-rate, per-diem, or any other item during the period for which the stop work order is in effect.

1.12 CONTRACTOR COMMUNICATION WITH THE VILLAGE OR PROJECT REPRESENTATIVE

- A. Representatives of the Village, including Village of Ruidoso staff and employees, and the Village's Project Representative will be on-site during the majority of work performed to document the work and Contractor's compliance with the Technical Specifications.
- B. The Contractor shall provide a hospitable working environment, including, but not limited to, a clean, safe, work site, and communicating with Village staff and employees and the Project Representative in a non-hostile or threatening manner.
- C. Village staff or employees and the Village's Project Representative may request verbal or written information from the Contractor. The Contractor shall provide such information in a non-hostile and timely manner.
- D. Any owner, employee, or subcontractor of the Contractor that provides a hostile work environment, communicates with the Village or Project Representative in a hostile or combative manner as solely determined by the Village or Project Representative, shall be required to immediately leave the site and shall not return to site for the remainder of the project. The decision to remove an owner or employee of the Contractor, or subcontractor of the Contractor, shall be made solely by the Project Representative, or the Village.

1.13 CONTRACTOR WARRANTY

- A. Contractor shall warranty all parts and labor for a period of 12 months. The 12-month warranty period shall start once the well is disinfected as specified, operating per manufactures' specifications, connected to the distribution system, and fully operational.

PART 2 PRODUCTS

2.01 SUBMERSIBLE PUMP AND APPURTENANCES

- A. Pump, motor, wire, check valves, spacers, fittings, and appurtenances shall be new and free of defects. Additional items that may be required to complete the successful installation shall be considered incidental to the project.
- B. The submersible pump and motor shall be controlled by a variable frequency drive (VFD). The controller shall allow for the hertz to be adjusted in the field at the control panel by the Owner.
- C. The preferred pump is a Grundfos 230S750-22, with a 75-hp motor, or approved alternate.
- D. A shroud (cooling sleeve) shall be installed around the pump (pump and motor). The shroud shall be constructed of stainless steel. The inside diameter of the shroud shall be large enough to keep head loss less than 0.5 ft. and allow water to pass through at rates that provide cooling per the manufacturer's recommendations. If pump and motor are not stainless steel, Contractor shall submit the proposed shroud details to the Owner and Project Representative for acceptance and approval.
- E. Pump wire shall be armored and shall be sized for minimum cable length of 1,300 ft for the pump and motor selected.
- F. Four (4) check valves shall be sized to match the drop-pipe.
- G. Cable protectors shall be installed at each coupling to protect the pump wire. Protectors shall be factory manufactured, and the design must be approved by the Owner.

2.02 DROP-PIPE

- A. The drop-pipe for the Green Well shall be the same as the existing drop-pipe. The pipe is API 5.5-in. OD, 0.361-in wall thickness, with API couplings. Threads are reported to be 8RND LNG. Contractor shall verify existing pipe and threads and provide exact drop-pipe and couplings as existing.
- B. Couplings shall be API couplings for use with the specified pipe.

2.03 CHLORINE FOR DISINFECTION

- A. Chlorine used for all disinfection must comply with ANSI/AWWA B300. The strength of the solutions introduced into the well shall be as specified in **PART 3. EXECUTION.**

PART 3 EXECUTION

3.01 GENERAL CONTRACTOR REQUIREMENTS

- A. Contractor shall employ only competent workers for the execution of the work, which shall be under the direct supervision of an experienced pump rig operator at all times. The competency of the operator and workers shall be subject to the discretion of the Village and Project Representative.
- B. A minimum Contractor personnel crew of two (2) workers on-site is required for all work associated with this project.
- C. No unnecessary delays or work stoppages will be tolerated. Contractor shall work the minimum weekly schedule specified for the project.
- D. No water or fluid shall be allowed to enter Eagle Creek.
- E. The Contractor shall be held responsible, and payment will be withheld for damages to the well or submersible well pump due to any act of omission, error, or faulty operation by the Contractor or the Contractor's employees or agents. Resulting repairs shall be completed by the Contractor to the satisfaction of the Village and Project Representative at no additional cost to the Village and without claim against the Village, Project Representative, subcontractors, or agents. If repairs are required due to any act of omission, error, or faulty operation by the Contractor or the Contractor's employees or agents, the Contractor shall also be responsible for reimbursing the Village for the costs of the Project Representative for the duration of the project.

3.02 DISINFECTION

- A. Prior to installing the pump, disinfect the well per American Water Works Association (AWWA) AWWA 100-15 and AWWA C654-13. Chlorine shall be NSF approved and shall meet the requirements of AWWA for use in water-supply wells.
- B. Wash the upper casing and gage line with a solution of chlorine and water having a minimum chlorine concentration of 100 to 200 milligrams per liter (mg/L). Wash the inside of the production casing and the gage lines with the solution followed by thorough flushing with potable water having a chlorine residual of 2 to 5 mg/L.
- C. Tremie into the well an adequate amount of chlorine to provide a chlorine concentration of 50 to 200 mg/L in the well. The Contractor shall make a determination of the quantity of chlorine required to provide a concentration within the range specified. The chlorine shall be tremied into at least the lower, middle, and upper portions of the screen and then distributed throughout the water column using a swab or a bailer with a swab. Minimum swab OD shall be 12 in. Contractor shall measure the concentration of chlorine in the well and add additional chlorine if needed.

Bacteriological Testing: The Contractor shall collect properly preserved samples in laboratory-supplied bottles and submit samples for bacteriological analysis of total coliforms and E. Coli. Samples shall be collected in accordance with NMED regulations, and per AWWA

- D. C654-13. It is the Contractor's responsibility to ensure that the sampling port is properly disinfected. Residual chlorine must be non-detectable. Bacteriological testing shall be performed and approved results received prior to the completion of the pumping.
- E. Disinfection shall be deemed unacceptable if bacteria are present. If results are unacceptable, Contractor shall continue to disinfect the well at the Contractor's expense, until laboratory results for total coliform and E. Coli indicate the bacteria are absent. Additional bacteriological samples shall be submitted to the laboratory as necessary to verify effectiveness of disinfection.

3.03 INSTALLATION

- A. The submersible well pump shall be installed to a depth of 1,200 ft bgl using existing and specified materials. Drop-pipe and all connections shall be torqued to manufacturer's and API recommendations. Check valves shall be installed at equal intervals throughout the drop-pipe.
- B. Cable protectors shall be installed at each coupling to protect the wire during installation and operation. Contractor shall take care to not damage the wire (cable) during installation.
- C. Contractor's electrician shall install the VFD control panel, and other equipment as may be needed, and make all connections and required modifications to the system. All connections, controls panels, and equipment shall be properly made, grounded, and bonded in accordance with applicable New Mexico and NFPA codes and standards, including bonding the pitless adaptor. Contractor shall comply with all required permitting and inspections. Costs of permits and inspections shall be incidental to the work.
- D. After the pump is installed, water may be pumped to waste to the bermed area near the well obtain bacteriologic samples. In no event shall any water be allowed to enter Eagle Creek. Contractor shall be responsible for modifying the berm as necessary to ensure water does not leave the site or enter Eagle Creek. Costs for berm modification shall be considered incidental to the project.
- E. Once the well has been properly disinfected, it shall be connected to the distribution system. The pump shall be tested for a minimum of 400 minutes. The pump will be run for 100 minutes at four different frequencies to ensure the submersible well pump is performing according to the manufacturer's specifications. Pumping shall be started at the lowest hertz possible based on the pumping head and increased by approximately 10 hertz every 100 minutes.
- F. Non-pumping and pumping water levels, and pumping rates shall be collected and monitored during this period. Work shall be performed in concert with the Village and Project Representative.
- G. If the pump is not performing according to manufacturer's specifications, as based on the pump curve, pumping rate, and pumping head, the Contractor shall repair or replace the pump as may be required. This work shall be performed at the Contractor's expense.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. All measurements and payments will be based on completed work performed in strict accordance with the specifications and in accordance with contract unit-prices. Incidental work and items not listed in the contract unit-price schedule will not be paid for separately and will be considered incidental to which such work applies. Minor variations in methods proposed herein, including but not limited to additional fittings required to make electrical or plumbing connections, transitions, banding of wire, cable protectors, reducers, permits and the like shall not be considered additional services beyond the scope of the project specifications.

4.02 MEASUREMENT GREEN WELL

1. Mobilization and Demobilization: Mobilization and demobilization will be measured on a lump-sum basis for the project. Demobilization will not be measured until all equipment is operating per manufacturer's specifications, site is clean to the Owner's satisfaction, any modifications to berm restored, any damage to area repaired and restored, pump curves and submittals are provided, and all work completed.
2. Disinfection and Bacteriological Sampling: Disinfection and bacteriological sampling will be measured on a lump-sum basis for work acceptably performed based on the absence of total coliform and fecal coliform in the water produced from the well as documented by laboratory analysis.
3. Provide and Install Drop-Pipe: Providing and installing the 5.5-in. API threaded and coupled drop-pipe will be measured on a per foot basis from end of pipe to end of pipe acceptably installed. Couplings, reducers, and other required fittings and plumbing required to perform the work and connect to the pump and distribution system shall be considered incidental to the installation of the drop-pipe.
4. Provide and Install Submersible Well Pump with VFD: Providing and installing the submersible well pump to the specified depth will be measured on a lump-sum basis for the pump, motor, armored wire, cable protectors, check valves, seals, shroud, control panels, related materials and supplies, connection to variable frequency drive controller (VFD), pumping to verify pump operation, and connection to distribution system.

4.03 PAYMENT GREEN WELL

1. Mobilization and Demobilization: Mobilization and demobilization of equipment and materials shall constitute full compensation for bringing equipment, materials, demobilization of equipment, disposal of excess materials, cleaning up after completion of the work, providing required submittals, and other appurtenances and incidental items not specifically called out in the bid proposal shall be paid at the lump sum contact price for the work measured.
2. Disinfection and Bacteriological Sampling: Disinfection and bacteriological sampling will be paid for at the lump sum amount bid for work measured.

3. Provide and Install Drop-Pipe: Providing and installing the 5.5-in. threaded and coupled API drop-pipe and related materials will be paid on a per foot basis from end of API pipe to end of API pipe acceptably installed. No payment will be made for couplings, reducers, or other fittings and plumbing required to connect to the distribution system or pump.

4. Provide and Install Submersible Well Pump with VFD: Providing and installing the submersible well pump to the specified depth will be paid on a lump-sum basis for the pump, motor, armored wire, cable protectors, check valves, seals, shroud, related materials and supplies, connection to VFD controller, pumping to verify pump operation, and connection to distribution system for a submersible well pump operating per the manufacturer's specifications.

ILLUSTRATIONS

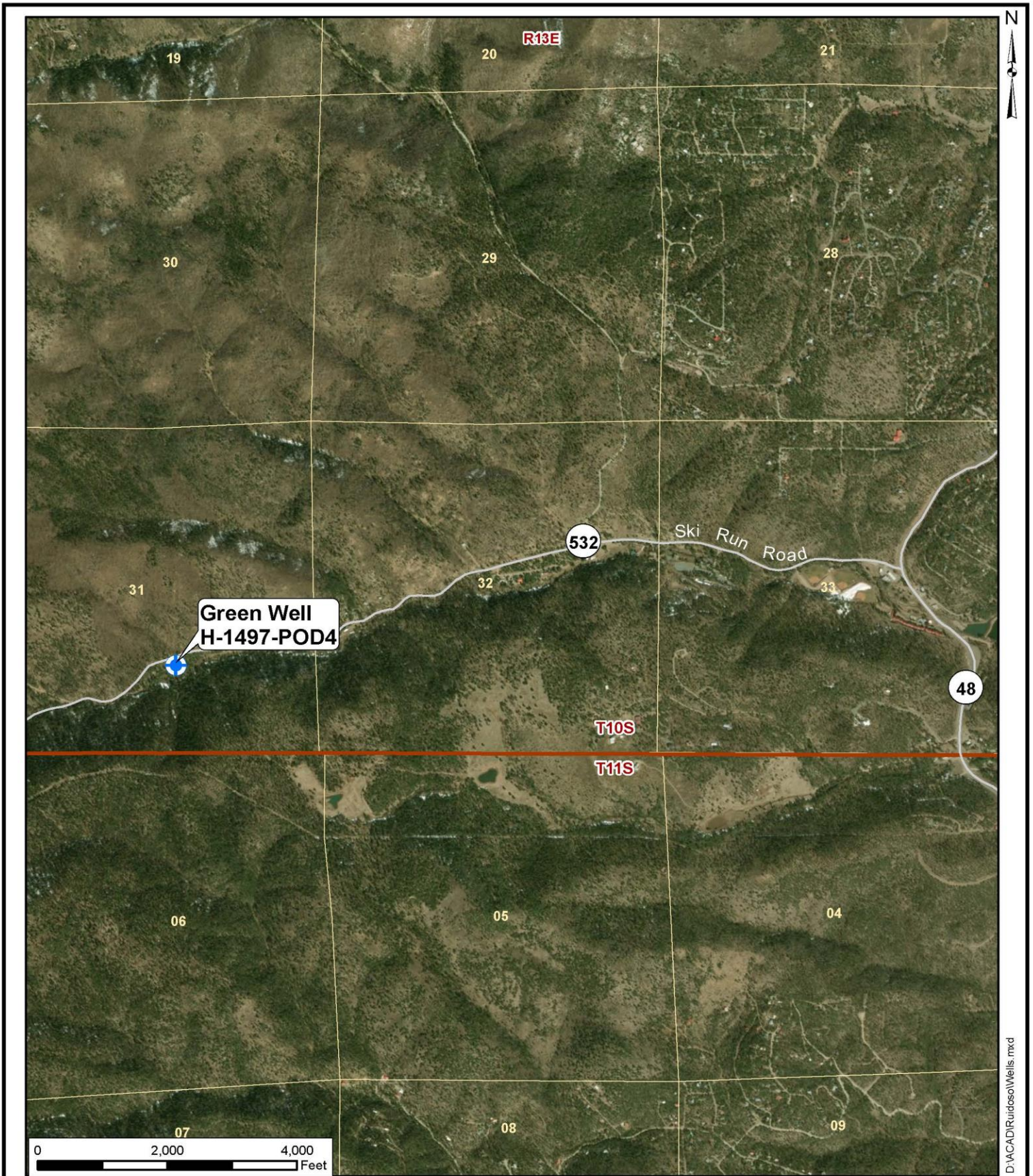


Figure 1. Topographic map showing location of existing Green Well (H-1497-POD4), Village of Ruidoso, New Mexico.

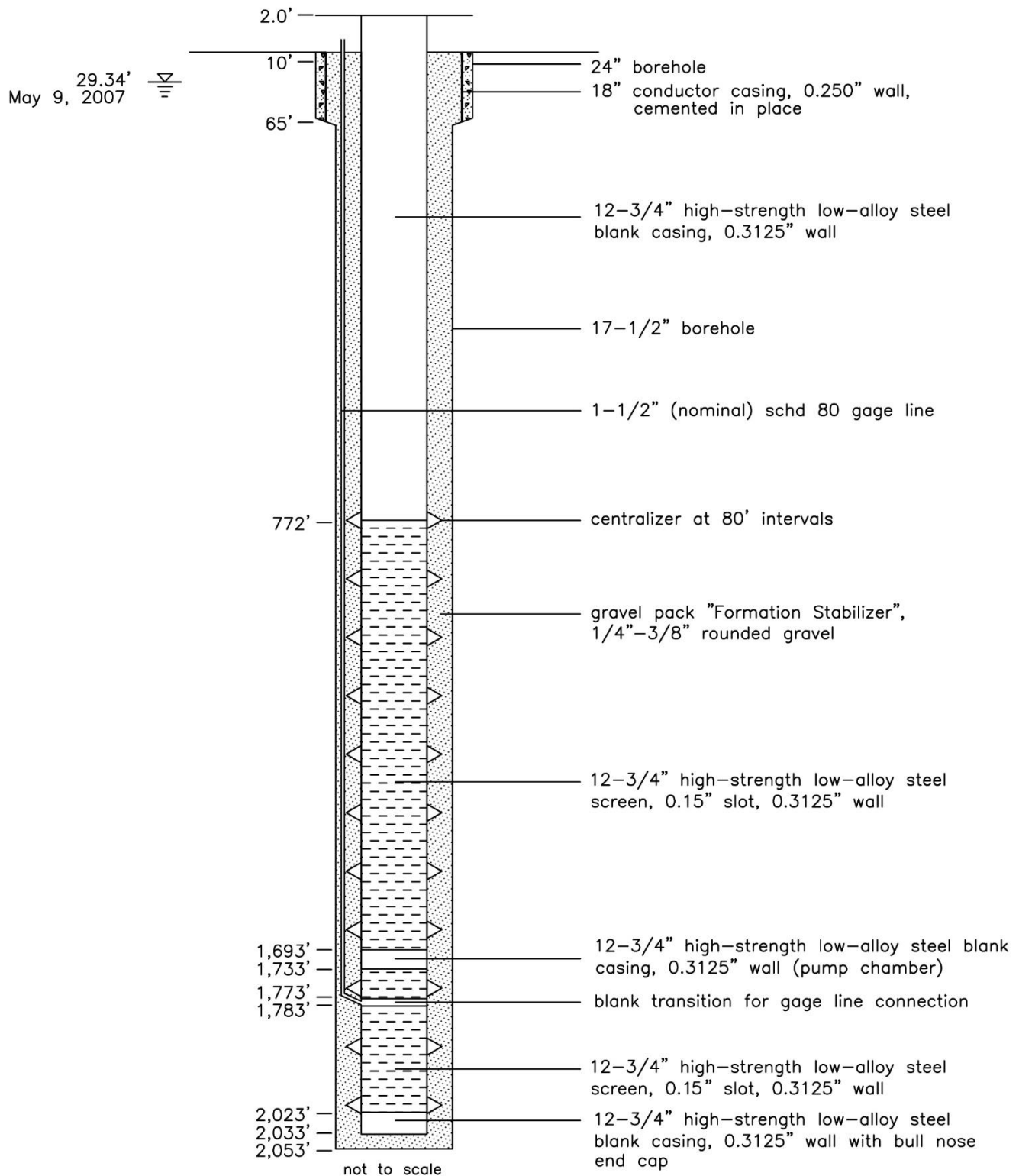


Figure 2. Well completion diagram, Village of Ruidoso Green Replacement Well (H-1497-POD4), completed March 2007, Lincoln County, New Mexico.

ATTACHMENTS

Attachment A.

NMOSE Well Record for Well H-1497-POD4 (Green Well)

File Number: H-1497 EXP.

**NEW MEXICO OFFICE OF THE STATE ENGINEER
WELL RECORD**

1. OWNER OF WELL

Name: Village of Ruidoso Work Phone: _____
Contact: _____ Home Phone: _____
Address: 313 Cree Meadows Dr.

City: Ruidoso State: NM Zip: 88345

2. LOCATION OF WELL (A, B, C, or D requires, E or F if known)

A. 1/4 1/4 1/4 Section: _____ Township _____ Range: _____ N.M.P.M.
in LINCOLN County.

B. X = _____ Feet, Y = _____ feet, N.M. Coordinate System
Zone in the _____ Grant.
U.S.G.S. Quad Map _____

C. Latitude: _____ d _____ m _____ s Longitude: _____ d _____ m _____ s

D. East _____ (m), north _____ (m), UTM Zone 13, NAD _____ (27 or 83)

E. Tract No. _____ Map No. _____ of the _____ hydrographic survey

F. Lot No. _____, Block No. _____ of Unit/Tract _____ of the
_____ Subdivision recorded in _____ County.

G. Other: _____

H. Give State Engineer File Number if existing well: H-1497

I. On land owned by (required) : VILLAGE OF RUIDOSO

3. DRILLING CONTRACTOR

License Number: WD-68
Name: K.D. HUEY COMPANY Work Phone: (505) 354-2246
Agent: Kenneth D. or Heath N, Huey
Mailing Address: PO box 488
City: Capitan State: NM Zip: 88316

4. DRILLING RECORD

Drilling began: 8-8-06; Completed: 6-26-07 Type Tools: AIR ROTARY
Size of Hole: _____ in.; Total Depth of Well: 2035 ft.;
Completed well is: SHALLOW (shallow, Artesian);
Depth to water upon completion of well: 23 ft.

File Number: H-1497 EXP
form: wr-20

Trn Number: _____

File Number: H-1497 EXP

**NEW MEXICO OFFICE OF THE STATE ENGINEER
WELL RECORD**

5. PRINCIPAL WATER-BEARING STRATA

| Depth in Feet | | Thickness | Description of water-bearing formation | Estimated Yield (GPM) |
|---------------|------|-----------|---|--------------------------|
| From | To | in feet | | |
| 115 | 160 | 45 | GREY BASALT | 30 |
| 395 | 400 | 5 | GREY BASALT | 100 |
| 830 | 840 | 10 | GREY BASALT | 50 |
| 1160 | 1180 | 20 | GREY BASALT | 100 |

SEE ADDITIONAL INFO.

6. RECORD OF CASING

| Diameter (inches) | Pounds per ft. | Threads per inch. | Depth in Ft. | | Lenght (feet) | Type of Shoe | Perforations | |
|----------------------|-------------------|----------------------|--------------|---------|------------------|--------------|--------------|------|
| | | | Top | Bottom | | | From | To |
| 12.75 | 49.56 | | +2 | TO 2035 | 2037 | BULL NOSE | 825 | 2025 |
| 18 | 47.39 | | 0 | TO 65 | 65 | | | |

7. RECORD OF MUDDING AND CEMENTING

| Depth in feet | Hole | Sacks | Cubic feet | Method of Placement |
|--|------|---------|------------|---------------------|
| From | To | of Mudd | of Cement | |
| GRAVEL STABILIZATION FROM GROUND LEVEL TO 2035 FT. | | | | |
| 18 -INCH. CEMENTED FROM 12 FT. TO 65 FT. IN 24 INCH HOLE | | | | |
| METAL PLATE WELLED BETWEEN 12.75 INCH AND 18-INCH CASING | | | | |

8. PLUGGING RECORD

Plugging Contractor: _____
 Address: _____
 Plugging Method: _____
 Date Well Plugged: _____
 Plugging approved by: _____
 State Engineer Representative

| No. | Depth in Feet | | Cubic feet of Cement |
|-----|---------------|--------|----------------------|
| | Top | Bottom | |
| 1 | _____ | _____ | _____ |
| 2 | _____ | _____ | _____ |
| 3 | _____ | _____ | _____ |
| 4 | _____ | _____ | _____ |
| 5 | _____ | _____ | _____ |

File Number: H-1497 EXP.
 Form: wr-20

Trn Number: 0

File Number: H-1497 EXP.

NEW MEXICO OFFICE OF THE STATE ENGINEER
WELL RECORD

10. ADDITIONAL STATEMENTS OR EXPLANATIONS:

| | | |
|-----------|---------|--------------------------------|
| 1410-1420 | 100 GPM | CONTINUED WATER BEARING STATAS |
| 1610-1623 | 30 GPM | |
| 1816-1850 | 50 GPM | |
| 2020-2030 | 100 GPM | |
| | | |
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The undersigned hereby certifies that, to the best of his knowledge and belief, the foregoing is a true and correct record of the above described hole.

Timothy D. Hayes

 Driller

6-27-07
 (mm/dd/year)

FOR STATE ENGINEER USE ONLY

Quad _____; FWL _____; FSL _____; Use _____; Location No. _____

Well Location: Village of Ruidoso, NM
 Well Name: Green Well Replacement
 Date Drilled: August 8 - November 2, 2008
 Drilled By: K.D. Huey
 Total Depth Drilled: 2,200 ft bgl

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 (Draft)

| DEPTH (ft) | DESCRIPTION |
|------------|---|
| 0- 10 | Soil, some organics present, brown, 80%; Volcanic clasts, green and brown, 20%. |
| 10- 30 | Basalt, some inclusions, green, grey, and brown. |
| 30- 40 | Basalt with sandstone, inclusions, grey, 90%; Volcanic clasts, brown, blocky and subangular, 9%; Sandstone, purple, 1%. |
| 40- 160 | Basalt, inclusions, some alteration present, grey. |
| 160- 170 | Basalt, increased alteration present, inclusions, grey. |
| 170- 180 | Basalt, less alteration, inclusions, dark grey to black, chips are angular |
| 180- 190 | Basalt with sandstone, Inclusions, dark grey, 75%; Sandstone, very fine-grained, light grey, 25%. |
| 190- 200 | Siltstone with basalt, maroon and greenish-grey, 85%; Basalt, inclusions, some alteration present, dark grey, 15%. |
| 200- 210 | Basalt with siltstone, inclusions, some alteration present, dark grey, 95%; Siltstone, maroon and greenish-grey, 5%. |
| 210- 260 | Basalt, inclusions, dark grey. |
| 260- 270 | Siltstone with basalt, grey, 95%; Basalt, inclusions, dark grey, 5%. |
| 270- 280 | Basalt, inclusions, dark grey. |
| 280- 300 | Basalt with siltstone, inclusions, dark grey, 97%; Siltstone, light grey, 3%. |
| 300- 320 | Basalt, inclusions, dark grey. |
| 320- 330 | Siltstone with basalt, maroon and greenish-grey, 8%; Basalt, inclusions, dark grey, 20%. |
| 330- 340 | Sandy siltstone, light to dark grey, fine-grained sand. |
| 340- 350 | Basalt, inclusions, dark grey. |
| 350- 360 | Basalt with siltstone, inclusions, dark grey, 85%; siltstone, maroon and greenish-grey, 15%. |
| 360- 690 | Basalt, inclusions, light to dark grey, clay alteration from 360 to 370 feet bgl, some pyrite alteration also present. |
| 690- 710 | Siltstone with basalt, purple and grey, 85%; Basalt, inclusions, some alteration present, 15%. |
| 710- 760 | Basalt, inclusions, some alteration present, light to dark grey. |
| 760- 770 | Siltstone with basalt, maroon and grey, 70%; Basalt, inclusions, grey, 30%. |
| 770- 820 | Basalt, inclusions, dark grey. |
| 820- 980 | Basalt, pyrite alteration, inclusions, dark grey. |
| 980- 1130 | Basalt, inclusions, dark grey. |
| 1130- 1150 | Basalt, pyrite alteration, inclusions, dark grey. |
| 1150- 1180 | Basalt, inclusions, dark grey. |
| 1180- 1190 | Basalt, pyrite alteration, inclusions, dark grey. |
| 1190- 1200 | Basalt, inclusions, grey. |
| 1200- 1250 | Basalt, white carbonate inclusions, light to med. grey. |
| 1250- 1270 | Basalt, pyrite alteration, inclusions, light grey. |
| 1270- 1300 | Basalt, white carbonate inclusions, light to dark grey. |
| 1300- 1320 | Basalt, pyrite alteration, inclusions, light grey. |
| 1320- 1330 | Basalt, pyrite and olivine inclusions, grey. |
| 1330- 1430 | Basalt, olivine and white carbonate inclusions, grey. |
| 1430- 1510 | Basalt, olivine and white carbonate inclusions, pyrite alteration present, grey. |
| 1510- 1520 | Basalt, with carbonate inclusions, pyrite alteration, light to dark grey, 95%; Sandstone, med.-grained, black, very hard, 5%. |

Well Location: Village of Ruidoso, NM
 Well Name: Green Well Replacement
 Date Drilled: August 8 - November 2, 2006
 Drilled By: K.D. Huey
 Total Depth Drilled: 2,200 ft bgl

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 (Draft)

| DEPTH (ft) | DESCRIPTION |
|------------|---|
| 1520- 1530 | Basalt, white carbonate inclusions, light to dark grey, 85%; Sandy shale, med.-grained sand, black, slight Rx. to HCl, very stiff, 15%. |
| 1530- 1540 | Basalt, white carbonate inclusions, some alteration present, light to dark grey, 75%; Shale, pyrite inclusions, black, slight Rx. to HCl, 15%; Sandstone, med.-grained, grey, 10% |
| 1540- 1650 | Silty shale, black, stiff, 60%; Sandstone, med.-grained, grey, 25%; Basalt, white-carbonate inclusions, light to dark grey, 15%. |
| 1550- 1600 | Basalt, white carbonate and olivine inclusions, grey, 97%; Shale, black, 3%. |
| 1600- 1690 | Basalt, white carbonate and olivine inclusions, grey. |
| 1690- 1760 | Basalt, white carbonate and olivine inclusions, some alteration present, grey. |
| 1760- 1770 | Basalt, grey. |
| 1770- 1860 | Basalt, white carbonate and olivine inclusions, some alteration present, grey. |
| 1860- 1890 | Basalt, olivine and pyrite inclusions, grey, 95%; Shale, black, 5%. |
| 1890- 1900 | Shale, black and dark grey, 95%; Basalt, olivine inclusions, grey, 5%. |
| 1900- 1910 | Basalt, white carbonate and olivine inclusions, light to dark grey, 60%; Shale, black, 40%. |
| 1910- 1920 | Basalt, white carbonate inclusions, dark grey, 90%; Shale, black, 10%. |
| 1920- 1930 | Basalt, white carbonate inclusions, grey, 75%; Shale, black, 25%. |
| 1930- 1950 | Shale, dark grey to black, 75%; Basalt, light to dark grey, 25%. |
| 1950- 1960 | Shale, some pyrite inclusions, dark grey to black, 85%; Basalt, some alteration, light to dark grey, 5%. |
| 1960- 1970 | Basalt, light to dark grey, 85%; Shale, some pyrite inclusions, black, 15%. |
| 1970- 1980 | Shale, some pyrite inclusions, dark grey to black, 85%; Basalt, light to dark grey, 15%. |
| 1980- 2000 | Basalt, olivine inclusions, grey to black. |
| 2000- 2110 | Basalt, white carbonate and olivine inclusions, some alteration present, grey to black. |
| 2110- 2140 | Basalt, olivine inclusions, some alteration present, grey to black. |
| 2140- 2160 | Basalt, white carbonate and olivine inclusions, some alteration present, grey to black, 97%; Shale, black, 3%. |
| 2160- 2180 | Basalt, white carbonate and olivine inclusions, some alteration present, grey to black. Trace black shale. |
| 2180-2200 | Basalt, white carbonate and olivine inclusions, some alteration present, grey to black. Trace amounts of black shale, brown clay-stone and quartzite. |

Attachment B.

Images of the pipe and coupling



Green Well 5.5 in API drop pipe.



Green Well 5.5 in API drop pipe.

| Outside Diameter | Nom. Wgt (lb/ft) | | Casing Dimensions | | | Coupling Dimensions | | | | GRADE | Setting Depths Based on Minimum Properties | | | | Internal Pressures | | | |
|------------------|-------------------|-----------|-------------------|-------------|------------|---------------------|-------------------|-------------------|------|-------|--|----------|-----------|------------------|--------------------|------------------|---------|---------------|
| | | | | | | Outside Diameter | | Length 8rd Thread | | | Collapse | | Tension | | | | | |
| | Nom Thrd and Cplg | Plain End | Wall Thkns | Inside Dia. | Drift Dia. | Reg. | Special Clearance | Short | Long | | S.F. 1.125 | Pressure | Long Cplg | | STD Mill Test | 80% Min Yld Test | Min Yld | Ultimate Min. |
| | | | | | | | | | | | | | S.F. 1.8 | Ultimate JT STRG | | | | |
| IN. | LBS | LBS | IN. | IN. | IN. | IN. | IN. | IN. | IN. | FT. | PSI | FT. | 1000LBS | PSI | PSI | PSI | PSI | |
| 5-1/2" | 20 | 19.81 | 0.361" | 4.778" | 4.653" | 6.050" | 5.875" | - | 8" | C | 13070 | 7350 | 11190 | 403 | 7900 | 7900 | 8610 | 12470 |

Attachment C.

Images of existing variable frequency drive controller (VFD)



Images of existing variable frequency drive controller (VFD) inside well house.



Images of existing variable frequency drive controller (VFD) inside well house.



Images of existing variable frequency drive controller (VFD) inside well house.



Images of existing variable frequency drive controller (VFD) inside well house.

APPENDIX H – W-9 FORM

| | | |
|--|---|---|
| <p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | <p>Give Form to the requester. Do not send to the IRS.</p> |
|--|---|---|

| | |
|--|--|
| <p>Print or type. See Specific Instructions on page 3.</p> | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> |
|--|--|

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | |
|--|--|---|---|---|---|--|--|
| Social security number | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 15%;"></td> </tr> </table> | | | - | | - | | |
| | | - | | - | | | |
| or | | | | | | | |
| Employer identification number | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table> | | | - | | | | |
| | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

APPENDIX I – NEW MEXICO WAGE RATES



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St. Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Green Well (H-1497-POD4) Pump Installation
Requested Date: 06/17/2020
Approved Date: 06/18/2020
Approved Wage Decision Number: LI-20-1286-A

Wage Decision Expiration Date for Bids: 10/16/2020

2) Physical Location of Jobsite for Project:
Job Site Address: 325 State Highway 532
Job Site City: Ruidoso
Job Site County: Lincoln

3) Contracting Agency Name (Department or Bureau): Village of Ruidoso
Contracting Agency Contact's Name: John Commander
Contracting Agency Contact's Phone: (575) 258-4343 Ext. 1082

4) Estimated Contract Award Date: 07/28/2020

5) Estimated total project cost: \$150,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Make repairs to existing water well so it can produce water for the Village.

6) Classifications of Construction:

| Classification Type and Cost Total | Description |
|---|---|
| Highway/Utilities (A) Cost: \$150,000.00 | The work includes the furnishing of all labor, materials, transportation, tools, supplies, plant, equipment, and appurtenances necessary to complete the installation of the equipment, connection to the distribution system, electrical modifications and connections, deactivation of existing electrical components, disinfection of the well and equipment, bacteriologic sampling, and cleanup of site. |



PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.



TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2020

| Trade Classification | Base Rate | Fringe Rate |
|---|-----------|-------------|
| Bricklayer/Block layer/Stonemason | 24.46 | 8.81 |
| Carpenter/Lather | 24.63 | 11.24 |
| Carpenter- Los Alamos County | 27.80 | 13.19 |
| Cement Mason | 17.42 | 6.81 |
| Ironworker | 27.00 | 15.75 |
| Painter- Commercial | 17.00 | 6.88 |
| Plumber/Pipefitter | 30.76 | 11.62 |
| Electricians- Outside Classifications: Zone 1 | | |
| Ground man | 23.27 | 12.67 |
| Equipment Operator | 33.39 | 15.35 |
| Lineman/ Technician | 39.28 | 16.91 |
| Cable Splicer | 43.21 | 17.95 |
| Electricians-Outside Classifications: Zone 2 | | |
| Ground man | 23.27 | 12.67 |
| Equipment Operator | 33.39 | 15.35 |
| Lineman/ Technician | 39.28 | 16.91 |
| Cable Splicer | 43.21 | 17.95 |
| Electricians-Outside Classifications: Los Alamos | | |
| Ground man | 23.94 | 12.85 |
| Equipment Operator | 34.35 | 15.60 |
| Lineman/ Technician | 40.41 | 17.21 |
| Cable Splicer | 44.45 | 18.28 |
| Laborers | | |
| Group I- Unskilled | 12.26 | 6.22 |
| Group II- Semi-Skilled | 12.56 | 6.22 |
| Group III- Skilled | 12.96 | 6.22 |
| Group IV- Specialty | 13.21 | 6.22 |
| Operators | | |



| | | |
|----------------------|-------|------|
| Group I | 18.79 | 6.34 |
| Group II | 19.72 | 6.34 |
| Group III | 19.82 | 6.34 |
| Group IV | 19.93 | 6.34 |
| Group V | 20.03 | 6.34 |
| Group VI | 20.21 | 6.34 |
| Group VII | 20.37 | 6.34 |
| Group VIII | 20.66 | 6.34 |
| Group IX | 28.16 | 6.34 |
| Group X | 31.41 | 6.34 |
| Truck Drivers | | |
| Group I-IX | 16.45 | 7.87 |

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.