

**VILLAGE OF CORRALES
NEW MEXICO**



Request for Proposals No. 18-001

Juan Gonzales Bas Heritage Farm

SUBMITTAL DEADLINE:

Tuesday, May 1, 2018 at 4:00 PM

Mail or Hand Deliver proposals to the following address:

**Village of Corrales
Village Clerk, RFP 18-001
4324 Corrales Road
Corrales, New Mexico 87048**

Village of Corrales Request for Proposals No. 18-001

Juan Gonzales Bas Heritage Farm

The Village of Corrales (the “Village”) is requesting competitive sealed proposals from qualified individuals or organizations with experience in organic farming to plan, manage, provide educational experiences to the public, operate and obtain/maintain an USDA organic certified agricultural facility which is a farmland conservation easement held in trust by the New Mexico Land Conservancy. There will be a mandatory pre bid conference held Thursday, April 12, 2018 at 10:00 am at Village Hall 4324 Corrales Road. All attendees will then walk to the farmland, 4371 Corrales Road, Corrales, NM 87048 with Village staff. All inquiries and correspondence relating to this Request for Proposals (“RFP”) shall be directed to the Village Clerk **in writing before 12:00 noon on Thursday, April 19, 2018** at 4324 Corrales Road, Corrales, New Mexico 87048 fax 505-897-7217; e-mail sfresquez@corrales-nm.org.

I. PROJECT DESCRIPTION & SCOPE OF WORK

The Village is seeking an individual or organization with the ability and resources to conduct growing projects for, a minimum of three (3) years with optional extension of up to two(2) years with both parties approval, to manage the Farmland in exchange for improvements to the property, preserving existing surface water rights, organically improving the soil, organic certification has been started, contractor will need to complete the certification if it has not been finalized at the time of the issuance of the contract, retain organic certification of the farm once established, creating a sustainable source of local food for the community, and providing public outreach and education.

Upon assuming the contract, the farm manager will provide updates of activities to the Village Administration, Corrales Farmland Preservation and Agricultural Commission's for review annually in March and September.

Cost of any replacement equipment and material is strictly the responsibility of the grower including costs to irrigate if other than through the Village turnout at MRGCD.

Responding firms must farm with organic methods and demonstrate a commitment to a long range educational plan, including but not limited to maintaining an educational children's/community garden on the southeast half acre of arable farmland and leading or coordinating workshops open to the public on topics related to agriculture, gardening, and food production.

Please provide anticipated start date the working on the farmland..

II. PRE-PROPOSAL CONFERENCE

A **MANDATORY** pre-proposal conference will be held on **Thursday, April 12, 2018 at 10:00 am** at Corrales Village Hall 4324 Corrales Road , Corrales, New Mexico 87048. Prospective offerors will walk with Village staff to 4371 Corrales Rd – Corrales, NM 87048. Prospective offerors are required to attend the pre-proposal conference. Offerors who attend the pre-proposal conference shall certify that they have inspected the site and examined the farmland to ensure that the offeror understands the logistical requirements to complete the Scope of Work as described. Certification shall be on the form included as Appendix A to this RFP.

III. PROPOSAL CONTENT

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence listed below.

1. The name and addresses of the principal member or officer of the firm who will be responsible for administration of the contract.
2. A company profile describing the company's qualifications, experience with organic farming, years of operation, , customer references of up to three other entities for which similar services have been performed, with names and telephone numbers of contact persons. Other projects done for the Village of Corrales may be included.
3. Resumes of key personnel who will be assigned to perform the services; individuals must be willing to submit and pass a Criminal History check.
4. Contractor's planned approach to the project, description and schedule of all services proposed, including the technical approach to the project, planned crops with time frames, operational and managerial approach, major tasks to be accomplished, and a statement of services to be provided Please provide anticipated start date for work on the farmland.
The following must also be included:
 - a. Include plan for public outreach, educational events and community involvement.
 - b. Contractor's plan for use of crops grown.
5. Demonstrate knowledge and ability in obtaining and retaining organic certification..
6. A list of all anticipated subcontractors, if any, with a description of subcontractor qualifications and the work which will be performed by each..
7. Contractors plan if irrigation water is not available from the Middle Rio Grande Conservancy District irrigation ditch due to drought conditions. Contractor must preserve existing surface water rights
8. The firm's Equal Employment Opportunity practices.

9. Signed Certification form (Appendix A) certifying that contractor is familiar with the scope of work and the site, and will comply with all conditions set forth in this RFP.
10. New Mexico Campaign Contribution Disclosure Form (Appendix D).
11. The offeror shall submit an (1) original and four (4) copies of the proposal, which may be in the same **sealed** envelope/box or in multiple **sealed** envelopes/boxes if necessary. The envelope or envelopes shall be clearly marked on the outside of the envelope: **Juan Gonzales Bas Heritage Farm RFP 18-001**

Any proposal which does not include all of the above listed requirements will be considered incomplete and non-responsive, and may be rejected without further consideration.

The offeror submitting a proposal may also include such additional information as the offeror deems appropriate to assist the Village of Corrales in making its selection of a contractor to perform the work.

IV. EVALUATION OF PROPOSALS

Proposals should address each of the following criteria. During the evaluation process, each proposal may be awarded points by evaluators up to the amount listed in the table.

REF.	REQUIREMENT	POINTS AVAIL.
III. 1	The name and addresses of the principal member or officer of the firm who will be responsible for administration of the contract.	0*
III. 2	A company profile describing the company's qualifications, experience with organic farming, years of operation, , customer references of up to three other entities for which similar services have been performed, with names and telephone numbers of contact persons. Other projects done for the Village of Corrales may be included.	20
III. 3	Resumes of key personnel who will be assigned to perform the services; individuals must be willing to submit and pass a Criminal History check.	0*
III. 4 a. b. c.	Contractor's planned approach to the project, description and schedule of all services proposed, including the technical approach to the project, planned crops with time frames, operational and managerial approach, major tasks to be accomplished, and a statement of services to be provided. (20) The following must also be included:	50 total 20 20 10

	a. Include plan for public outreach, educational events and community involvement. (20) b. Contractor's plan for use of crops grown. (10)	
III. 5	Demonstrate knowledge and ability in obtaining and retaining organic certification.	20
III. 6	A list of all anticipated subcontractors, if any, with a description of subcontractor qualifications and the work which will be performed by each..	0*
III. 7	Contractors plan if irrigation water is not available from the Middle Rio Grande Conservancy District irrigation ditch due to drought conditions.	10
III. 8	The firm's Equal Employment Opportunity practices.	0*
III. 9	Signed Certification form (Appendix A) certifying that contractor is familiar with the scope of work and the site, and will comply with all conditions set forth in this RFP.	0*
III. 10	New Mexico Campaign Contribution Disclosure Form (Appendix D).	0*
III.11	The offeror shall submit an (1) original and four (4) copies of the proposal, which may be in the same sealed envelope/box or in multiple sealed envelopes/boxes if necessary. The envelope or envelopes shall be clearly marked on the outside of the envelope: Juan Gonzales Bas Heritage Farm RFP 18-001	0*
X. A	New Mexico Preference - Resident Vendor Points 5% of total score	
X .B	New Mexico Preference - Resident Veterans	
	Total	100

***Pass/Fail only.**

Responsive proposals will be evaluated by the Village's evaluation committee based on the factors designated in the preceding table. The evaluation committee will recommend a proposed contractor to the Village Council, which will make the final contract award, taking into account the recommendation of the evaluation committee.

The Village may, but will not be required to, enter into "best and final" discussions with offerors whose submittals are deemed most likely to be successful based on initial scoring of the proposals.

V. AWARD AND CONTRACT TYPE

The project will be awarded to the offeror submitting the proposal which, taking into account the foregoing consideration, is deemed most beneficial for the Village of Corrales upon recommendation to and approval by the Village Council, the governing body of the Village.

VI. CONTRACT TERMS AND CONDITIONS

A form of contract incorporating anticipated contract provisions is attached to this RFP as Appendix B. Any proposed exceptions from the provisions set forth in Appendix B must be described in the offeror's proposal. A proposal containing numerous or significant exceptions may be considered non-responsive and may be rejected without further consideration.

Location of Work; Permits and Taxes. The work to be performed pursuant to any contract issued under this RFP will be done within the at 4371 Corrales Road, Corrales, Sandoval County, New Mexico. Contractor shall apply for and obtain a Village of Corrales business registration prior to commencement of the work. All gross receipts taxes for this project shall be reported under Taxation and Revenue Department **Location Code # 29-504.**

Wage Rates. Any contract awarded pursuant to this RFP will require payment of wages in accordance with the New Mexico Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17, NMSA 1978.

Subcontracting. Subcontracting is permitted for this project, subject to the provisions of the Subcontractors Fair Practices Act, Sections 13-4-31 through 13-4-42, NMSA 1978. The listing threshold for this project is \$5,000.00. Any offeror proposing to use the services of a subcontractor for work in an amount exceeding the listing threshold must provide (a) the name and the city or county of the place of business of each subcontractor providing work or services in excess of the listing threshold, and (b) the category of work that will be done by each such subcontractor.

VII. INSTRUCTIONS TO OFFERORS

All proposals shall be delivered no later than 4:00 p.m., MDT, on Tuesday, May 1, 2018 to:

Village of Corrales
Village Clerk, RFP 18-001
Juan Gonzales Bas Heritage Farm
4324 Corrales Road
Corrales, New Mexico 87048

Proposals may be delivered in person, by courier, or by United States mail. It is the responsibility of the offeror to ensure timely delivery. **Proposals received after the deadline will not be considered.**

Proposals may be delivered in person, by courier, or by United States mail. It is the responsibility of the offeror to ensure timely delivery. **Proposals received after the deadline will not be considered.**

The offeror shall submit an (1) **original** and **four (4)** copies of the proposal, which may be in the same **sealed** envelope or box or in multiple **sealed** envelopes or boxes if necessary. **Proposals that are not sealed will not be accepted.** The envelope/box or envelopes/boxes shall be clearly marked on the outside of the envelope:

Juan Gonzales Bas Heritage Farm
RFP 18-001

An offeror may submit an amendment, revision or replacement of a previously submitted proposal, provided that the amendment, revision or replacement is clearly labeled as such on the outside of the envelope, along with the preceding designation of project and RFP number. Such amendment, revision or replacement should be **delivered** to the foregoing address no later than the deadline for receipt of proposals.

An offeror may correct a mistake in the proposal at any time prior to final award, including during discussions or negotiations with the Village. An offeror may withdraw his or her proposal at any time prior to final award. Correction or withdrawal of a proposal shall be by written notice directed to the Village Clerk

Proposals shall include all required items listed in Section III (Proposal Content). A proposal lacking any required items may be deemed non-responsive and may be rejected without further consideration.

If any part of a proposal is deemed by the offeror to be confidential or proprietary, such portion of the proposal shall be readily separable from the remainder of the proposal in order to facilitate public inspection of the proposal upon completion of the procurement process. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Section 57-3A-1 through 5-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

There will **not** be a formal public opening of proposals. All proposals will be logged in by the Village Clerk or staff, and will be opened and distributed when required for review by the Village's Evaluation Committee. The names of offerors submitting proposals will be recorded by the Village Clerk. The contents of any proposal shall not be disclosed to competing offerors prior to contract award.

VIII. VILLAGE RESERVATIONS

The Village of Corrales reserves the right to reject any or all proposals, to waive any technicalities, and to accept in whole or in part such proposal as may be deemed in the best interest to the Village of Corrales.

This RFP and any contract awarded pursuant to it may be terminated if sufficient appropriations or authorizations do not exist for project completion.

IX. NOTICES AND GENERAL REQUIREMENTS

The New Mexico Procurement Code, Sections 13-1-28, through 13-1-199 NMSA 1978, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. Attached "Campaign Contribution Disclosure Form" must be submitted with the proposal.

X. New Mexico and Veteran Preferences

1. To ensure adequate consideration and Proposal of NMSA 1978, § 13-1-21 (as amended), Offerors ***must include a copy*** of their preference certificate with their proposal. 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>.

Governmental entities will automatically receive New Mexico 5% preference.

- A. **New Mexico Resident Business Preference – 5%**
- B. **Veteran Preferences**

APPENDIX A
OFFEROR CERTIFICATION FORM

VILLAGE OF CORRALES
RFP NO. 2018-001
Juan Gonzales Bas Heritage Farm

This Offeror Certification Form MUST be completed and submitted with the proposal.

The undersigned, on behalf of the Offeror named herein, certifies that:

1. Offeror has received and has reviewed the foregoing Request for Proposals in its entirety, including Appendices A through C thereto, and Offeror understands the requirements of the project as set forth in the RFP. Offeror if selected to perform the work will meet all requirements set forth in the RFP, including appendices, except as specifically noted below:
Exceptions:

2. **Mark (a) or (b) below:**

(a) Offeror or a representative **attended Mandatory** the pre-proposal conference on Thursday, April 12, 2018 at 10:00 am, in connection with RFP 2018-001.

3. **Mark (b) below:**

(b) Offeror understands that if awarded the contract the Contractor shall apply for and obtain a Village of Corrales business registration prior to commencement of the work. Contractor understands all New Mexico gross receipts taxes, including local option gross receipts taxes collected as a result of this contract shall be reported to Taxation & Revenue Department **Location Code No. 29-504.**

OFFEROR: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL: _____ PHONE: _____ FAX: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

**APPENDIX B
FORM OF AGREEMENT**

VILLAGE OF CORRALES

RFP NO. 2018-001

Juan Gonzales Bas Heritage Farm

FORM OF AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Village of Corrales, a New Mexico municipality, hereinafter referred to as the "Village" and _____, hereinafter referred to as the "Contractor”, and is effective as of the date executed by both parties hereto.

IT IS AGREED BETWEEN THE PARTIES:

Scope of Work.

Contractor will provide farmland management services for three (3) years with optional extension of up to two(2) years with both parties approval acres of the Juan Gonzales Bas Heritage Farm, including:

- Complete and maintaining organic certification.
- Enhance the quality and health of the land through utilization of organic growing methods
- Contribute to building the local economy through selling of the highest quality organic products to residents and local businesses;
- Provide teaching and learning opportunities to the community on local, sustainable and organic growing methods on ½ acre of the farmland.
- Follow proposal submitted by the Contractor and accepted by the Village Council resulting in the adoption of the contract.

1. Payment

It is agreed by both parties that the Contractor shall receive no compensation from the Village in exchange for the services provided by the Contractor in accordance with this Contract. The Village of Corrales will receive no compensation from Contractor in exchange for the use of the property in accordance with this Contract. The Contractor will improve the Juan Gonzales Bas Heritage Farm through the following value-added services:

- Completing and maintain organic certification on farmland.
- Protecting and building the farmlands soil through nutrient management practices,

based on best practices and as submitted in the Contractors RFP.

- Utilizing effective equipment, tools and amendments to maximize the property value.
- Implementing weed management without the use of herbicides for healthy and sustainable crop production.

2. Reporting

The Contractor will share with the Village of Corrales, Corrales Farmland Preservation and Agricultural Commission work accomplished within this project and how the ½ acre of land for community educational projects requirements were met, a performance report will be submitted for review annually in March and September. Site visits are strongly encouraged to showcase accomplishments made during the performance period.

3. Terms

- A. This Contract shall be effective as of _____ and continue through for three (3) years, with an option to extend for two years unless terminated by mutual agreement of the Parties. If a subsequent Contract or other agreement between the Parties is not entered into by 90 days prior to the end of the three (3) year term, the term of this Contract shall be automatically cancel at the end of the term. on. This agreement may be terminated by the Village of Corrales, upon sixty (60) days advanced written notice to the Contractor.
- B. The contractor will not make changes to the submitted plan without written submission of the requested changes to Village of Corrales and the Corrales Farmland Preservation and Agricultural Commission. The Corrales Farmland Preservation and Agricultural Commission will review the request and make a recommendation on the changes to the Village of Corrales, Administrator who will notify the Contractor in writing if the changes are allowable. The changes cannot affect the overall scope of work required by the Request for Proposal.

4. Compensation.

None

The payment of taxes for any revenue generated by the Contractor under this Agreement shall be the sole responsibility of the Contractor.

5. Term.

The term of this Agreement shall be for three (3) years with optional extension of one (2) years if agreed upon by both parties, from the date of execution on behalf of the Village, unless terminated earlier pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

6. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, if the Village is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Village or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the Village or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Village; 2) comply with all directives issued by the Village in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Village shall direct for the protection, preservation, retention or transfer of all property titled to the Village and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Village upon termination and shall be submitted to the Village as soon as practicable.

7. Status of Contractor.

The Contractor and its agents and employees and subcontractors are independent contractors performing services for the Village and are not employees of the Village. The

Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village 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 to any obligation not assumed herein by the Village, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. 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 Village.

9. Subcontracting.

Subcontracting is allowed under this Agreement. However, 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 Village. In all cases, the contractor is solely responsible for fulfillment of this Agreement. All subcontracting shall be in accordance with the Subcontractors Fair Practices Act, Sections 13-4-31 through 13-4-42, NMSA 1978.

10. 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 anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 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 Section 10-16-7(B)

NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (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 Village's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 Village.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Village relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Village 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 Article 12 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 Article 12 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 Village and notwithstanding anything in the Agreement to the contrary, the Village may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

11. 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 Village proposes an amendment to the Agreement to unilaterally change the contract, 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 Article 4 herein, or to agree to the reduced funding.

12. 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.

13. Penalties for Violation of Law.

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

14. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.

15. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court for Sandoval County. 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.

16. 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 Village.

17. 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 contract date under this Agreement. The records shall be subject to inspection by the Village, the Department of Finance and Administration, the State Auditor, and the Office of the Inspector General of the United States. The Village shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Village to recover excessive or illegal payments

18. Disclaimer and Hold Harmless.

The Village shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Village harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the Village in connection with the performance by Contractor of Contractor's duties according to this Agreement.

19. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Village 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, or if caused by the actions of any client of the Contractor 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 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 Village, the legal counsel of the Village of Corrales and the New Mexico Municipal League Self-Insurers Fund by certified mail.

20. Insurance.

Contractor during the term of this Agreement shall maintain in full force and effect a Commercial General Liability (CGL) insurance policy, written by a company with an A.M. Best Company rating no less than A- VIII with limits of liability no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The CGL police shall include the Village as an additional Named Insured, Contractual Liability, and Volunteers as Insured and documentation of such shall be a condition precedent to the commencement of work by Contractor under this Agreement.

21. Invalid Term or Condition; Severability.

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 to the maximum extent consistent with law and equity.

22. Enforcement of Agreement; Waiver.

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.

23. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

24. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any country, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Approval of Key Contractor Personnel.

Personnel specifically proposed in the Contractor's written proposal to the Village are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the Village. Replacement of any such Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Village shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Succession.

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

27. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

28.. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the Village until it is executed by the Governing Body after voting on the contract at a public meeting or unless it is executed by the Village Administrator, if the amount of the contract is \$10,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Incorporation and Order of Precedence.

Request for Proposals No. 18-001 and the Contractor's proposal are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

32. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the Village of Corrales against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third

party obtains a judgment against the Village of Corrales based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the Village of Corrales for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Village of Corrales shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the Village the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

33. Price Escalation or Modification.

None.

34. Notices.

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, postage prepaid, as follows:

To the Village: Suanne Derr, Administrator
 Village of Corrales
 4324 Corrales Road
 Corrales, New Mexico 87048

To the Contractor: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

CONTRACTOR:

By: _____
Contractor or Representative

Date: _____

Printed Name: _____

Address: _____

VILLAGE OF CORRALES

By: _____
Jo Ann D Roake , Mayor

Date: _____

**APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**VILLAGE OF CORRALES
RFP NO. 2018-001**

Juan Gonzales Bas Heritage Farm

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Names and Titles of Applicable Public Officials:

- Jo Anne D Roake, Mayor
- Kevin D. Lucero, Councilor
- George Wright, Councilor
- Mel Knight, Councilor
- David Dornburg, Councilor
- James F. Fahey, Councilor and Mayor Pro Tem
- Patricia Clauser, Councilor

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)