

**VILLAGE OF CORRALES
NEW MEXICO**



Request for Proposals No. 17-003

Road Repair and Rip Rap Installation

SUBMITTAL DEADLINE:

Tuesday, July 25, 2017 at 4:00 PM

Mail or Hand Deliver proposals to the following address:

**Village of Corrales
Village Clerk, RFP 2017-003
4324 Corrales Road
Corrales, New Mexico 87048**

Village of Corrales
Request for Proposals No. 2017-003

Road Repair and Rip Rap Installation

The Village of Corrales (the “Village”) is requesting competitive sealed proposals from qualified contractors to repair a (1) roadway to pre-disaster conditions and install new riprap, on Hollywood Road. The selected offeror will restore the facilities original function. All inquiries and correspondence relating to this Request for Proposals (“RFP”) shall be directed to the Village Clerk **in writing** to Village Clerk, Jennifer Hise **before 12:00 noon on Monday, July 17, 2017** at 4324 Corrales Road, Corrales, New Mexico 87048 fax 505-897-7217; e-mail jhise@corrales-nm.org.

I. PROJECT DESCRIPTION & SCOPE OF WORK

These facilities and roadway were seriously damaged by flooding on July 26, 2013, in an event that has been declared a disaster by appropriate authority. The Village seeks a qualified and licensed contractor to perform the following work in order to restore the facility to its original design, function and capacity back to pre-disaster condition including new installation of rip rap to help prevent water runoff creating secondary ditches and help with sediment washout.

The Village seeks a qualified and licensed contractor to perform the following work in order to restore the facility to its original design, function and capacity back to pre-disaster condition. All base course used will be New Mexico Department of Transportation Type II. All base courses will be NEW, recycled base course will NOT be accepted.

1. On Hollywood Rd, coordinates Lat. 35.23731, Long-106.61459, 3 inches of base course material on the road surface were washed out, dimensions : (6800ft L x 12ft W)/9= 9067 SY of base course material of 3 inches.

1.1 Road grading with dust control- Estimated 9067 SY

1.2 Aggregate Base course 3 inches- Estimated 9067 SY

2. Hazard Mitigation installing rip rap material in a sensitive area at the border of the road located between coordinates Lat. 35.23731, Long-106.61459 (start point) and Lat. 35.23731, Long-106.61459 (end point), dimensions: There area will be based on mitigation approval and will be between (100ft L x 2ft W x 1ft L)/27= 7.4 CY. and (1000ft L x 2ft W x 1ft L)/27= 74 CY

Scope of work includes mobilization, all necessary, materials, manpower, tools, disposal of excavate material, equipment and machinery including, site cleanup and demobilization *All phases of the project shall be documented by detailed photographs taken before and after each significant element or phase of the project.* It is the responsibility of the contractor to create such photographic documentation and provide it to the Village. The project shall not be deemed complete and final payment shall not be made until such photographic documentation satisfactory to the Village and the funding agency, has been provided. If adequate photographic documentation is not provided, the contractor shall be liable to reimburse the Village for any and all costs or losses of project funding incurred by the Village as a consequence of inadequate photographic documentation.

Please provide anticipated mobilization time, start date and completion date for the work. All Work MUST be completed within TWO (2) months of issuing of the Notice to Proceed.

II. PRE-PROPOSAL CONFERENCE

A **MANDATORY** pre-proposal conference will be held on Tuesday July 11, 2017 at 10:00 a.m. at Corrales Village Hall 4324 Corrales Road , Corrales, New Mexico 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 structures 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.) with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item 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 contractor profile describing the contractor's qualifications, experience with culvert cleaning and flood control ditch repair, customer references and any other information useful in determining the contractor capabilities. Contractor's applicable New Mexico license numbers shall be provided.
3. Contractor's planned approach to the project, demonstrated understanding of the work required to complete through detailed project schedule, the project, methods, equipment and materials to be used.
4. A list of all anticipated subcontractors, if any, with a description of subcontractor qualifications and the work which will be performed by each.
5. Itemized costs for the project (excluding gross receipts tax) May use the form in Appendix E or Company's own form.
6. Appendix B with contractors name and total price excluding gross receipts tax.
7. The firm's Equal Employment Opportunity practices.
8. 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.
9. New Mexico Campaign Contribution Disclosure Form (Appendix D).
 10. Offerors must provide a bid bond equal to at least five percent of the amount of the offered project price, executed by a surety company authorized to do business in New Mexico and satisfactory to the Village, or the equivalent in cash.
 11. Contractor will be required to provide performance and payment bonds satisfactory to the Village, executed by a surety company authorized to do business in New Mexico and said surety to be approved in federal circular 570 as published by the United States treasury department or the New Mexico state board of finance or the Village, in an amount equal to one hundred percent of the price specified in the contract. Acknowledgement of this requirement needs to be noted in the proposal.
 12. The offeror shall submit an 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: **Road Repair and Rip Rap Installation RFP No. 2017-003**

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. COST PROPOSAL

Offerors should provide a firm fixed price for completion of items (1) (Site 1 to Site 3.A) including all sub-parts thereof, as listed in Section I (Scope of Work) above. Price should include all project costs, but should **not** include gross receipts taxes.

V. 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 contractor profile describing the contractor's qualifications, experience with road grading and repair and flood control customer references and any other information useful in determining the contractor capabilities. Contractor's applicable New Mexico license numbers shall be provided	20*

III. 3	Contractor's planned approach to the project, demonstrated understanding of the work required to complete through detailed project schedule, the project, methods, equipment and materials to be used.	15
III. 4	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. 5	Itemized costs for the project (excluding gross receipts tax) May use the form in Appendix E or Company's own form.	50
III. 6	Appendix B with contractors name and total price excluding gross receipts tax. Points will be given based on III. 5	0*
III. 7	The firm's Equal Employment Opportunity practices.	0*
III. 8	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. 9	New Mexico Campaign Contribution Disclosure Form (Appendix D).	0*
III. 10	Offerors must provide a bid bond equal to at least five percent of the amount of the offered project price, executed by a surety company authorized to do business in New Mexico and satisfactory to the Village, or the equivalent in cash.	0*
III. 11	Contractor will be required to provide performance and payment bonds satisfactory to the Village, executed by a surety company authorized to do business in New Mexico and said surety to be approved in federal circular 570 as published by the United States treasury department or the New Mexico state board of finance or the Village, in an amount equal to one hundred percent of the price specified in the contract. Acknowledgement of this requirement needs to be noted in the proposal.	0*
	Demonstrated commitment/understanding of compliance with contractual and funding requirements for the project, including New Mexico statutory and regulatory requirements and requirements imposed by use of federal funds	15
III. 12	The offeror shall submit an 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: Road Repair and Rip Rap Installation RFP No. 2017-003	0*
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.

VI. 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.

It is anticipated that the contract for this project will be a firm fixed price contract for completion of the scope of work described in this RFP. Potential offerors are advised that funding for this project is provided in part by the Village of Corrales and in part by the Federal Emergency Management Agency (FEMA). Therefore, the successful contractor must comply with both Village procurement regulations and federal contracting requirements as set forth in this RFP, including Appendices.

VII. 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 Village of 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. The Village has been advised that federal Davis-Bacon wage requirements will not apply to this procurement **unless a contractor normal payment to employees is following Davis-Bacon.**

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.

Federal Requirements. A list of federal requirements applicable to this procurement is attached to this RFP as Appendix C. Other requirements of federal law may be applicable, even though not listed. Contractor will be expected to meet all applicable federal requirements. Any proposed exceptions to the provisions set forth in Appendix C must be described in the offeror's proposal. A proposal containing significant or numerous exceptions may be considered non-responsive and may be rejected without further consideration. Contractor must certify that contractor will comply with all requirements set forth in this RFP (Appendix A), subject to exceptions (if any) specifically noted.

VIII. INSTRUCTIONS TO OFFERORS

All proposals shall be delivered no later than 4:00 p.m., MDT, on Tuesday, July 25, 2017 to:

**Village of Corrales
Village Clerk, RFP 2017-003
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 **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:

**Road Repair and Rip Rap Installation
RFP No. 2017-003**

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.

IX. 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.

X. 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.

APPENDIX A
OFFEROR CERTIFICATION FORM

VILLAGE OF CORRALES
RFP NO. 2017-003
Road Repair and Rip Rap Installation

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 E 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 Tuesday July 11, 2017 at 10:00 a.m. in connection with RFP 2017-003.

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 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. 2017-003
Road Repair and Rip Rap Installation**

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.

1. On Hollywood Rd, coordinates Lat. 35.23731, Long-106.61459, 3 inches of base course material on the road surface were washed out, dimensions : (6800ft L x 12ft W)/9= 9067 SY of base course material of 3 inches.
 - 1.3 Road grading with dust control- Estimated 9067 SY
 - 1.4 Aggregate Base course 3 inches- Estimated 9067 SY

Hazard Mitigation

2. Hazard Mitigation installing rip rap material in a sensitive area at the border of the road located between coordinates Lat. 35.23731, Long-106.61459 (start point) and Lat. 35.23731, Long-106.61459 (end point), dimensions: There area will be based on mitigation approval and will be between (100ft L x 2ft W x 1ft L)/27= 7.4 CY. and (1000ft L x 2ft W x 1ft L)/27= 74 CY

Scope of work includes mobilization, all necessary, materials, manpower, tools, disposal of excavate material, equipment and machinery including, site cleanup and demobilization *All phases of the project shall be documented by detailed photographs taken before and after each significant element or phase of the project.* It is the responsibility of the contractor to create such photographic documentation and provide it to the Village. The project shall not be deemed complete and final payment shall not be made until such photographic documentation satisfactory to the Village and the funding agency, has been provided. If adequate photographic documentation is not provided, the

contractor shall be liable to reimburse the Village for any and all costs or losses of project funding incurred by the Village as a consequence of inadequate photographic documentation.

Please provide anticipated mobilization time, start date and completion date for the work. All Work MUST be completed within TWO (2) months of issuing of the Notice to Proceed.

Contractor shall be responsible for obtaining all necessary state, local or federal permits for completion of the work.

All work shall be in accordance with Contractor's proposal submitted in response to the Village's RFP No. 2017-003, which proposal is incorporated herein by reference.

2. Compensation.

Total compensation to Contractor for the work described in items (1) through as shown in the preceding paragraph 1 (Scope of Work) shall be: \$ _____, not including gross receipt tax.

Cost of **Hazard Mitigation** Rip Rap installation per cubic yard: \$ _____ .

Contractor may submit invoices no more frequently than monthly for work completed during the time period preceding the date of the invoice for work described in items 1 to items 2. Invoices will list work item as listed in paragraph 1. Payments for work satisfactorily completed shall be due and payable in accordance with the Prompt Payment Act (Chapter 57, Article 28, NMSA 1978).

Contractor shall be reimbursed by the Village for applicable New Mexico gross receipts taxes, including local option gross receipts taxes reported to Taxation & Revenue Department **Location Code No. 29-504**. Such taxes must be itemized separately on the invoice. The payment of taxes for any compensation received under this Agreement shall be the sole responsibility of the Contractor.

3. Term.

The term of this Agreement shall be for one (1) year from the date of execution on behalf of the Village, unless terminated earlier pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. 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, the Village's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

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.

5. Appropriations.

The terms of this Agreement and any purchase orders under this Agreement are contingent upon sufficient appropriations and authorization being made by the governing body of the Village and other funding agencies for performance pursuant to this Agreement. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, the Village may terminate its obligation under a purchase order if sufficient appropriations and authorization are not made to pay amounts due. The Village's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, the Village agrees not to use insufficient appropriations as a means of terminating a purchase order in order to acquire functionally equivalent products or services from a third party.

6. 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.

7. 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.

8. 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.

9. Release.

The Contractor, upon final payment of the compensation provided under this Agreement, releases the Village, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor 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 Village.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Village and shall be delivered to the Village no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. 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).

13. 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 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 Article 4 herein, or to agree to the reduced funding.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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

20. 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.

21. 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.

22. Insurance.

Contractor during the term of this Agreement shall maintain in full force and effect a comprehensive general liability insurance policy with limitations of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Village shall be designated as an additional named insured under the policy, and documentation of such designation shall be a condition precedent to the commencement of work by Contractor under this Agreement.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Limit of Liability.

The Contractor's liability to the Village, for any cause whatsoever shall be limited to the compensation due to Contractor under this Agreement. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence. In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

29. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

30. Succession.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. Incorporation and Order of Precedence.

Request for Proposals No. 2017-003 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).

36. 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.

37. Price Escalation or Modification.

The Contractor may request a price escalation due to unanticipated increased cost to the Contractor or an approved change order modifying the scope of work under this Agreement. Such request will be subject to approval or denial by the Village, and will be approved only for good cause shown. No price escalation or modification shall be binding upon the Village unless approved by the Village in writing.

38. Other Federal Contract Requirements.

The Contractor shall comply with all applicable Federal contract requirements, as set forth in Appendix C of the Village's Request for Proposals No. 2017-003

39. Proposal Security

Offeror shall provide proposal security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the amount of the bid., or the equivalent in cash by means of a cashier's check or in a form satisfactory to the chief procurement officer and must accompany each price proposal

40. Performance and Payment Bonds

Contractor will provide performance and payment bonds satisfactory to the Village, executed by a surety company authorized to do business in New Mexico and said surety to be approved in federal circular 570 as published by the United States treasury department or the New Mexico state board of finance or the Village, in an amount equal to one hundred percent of the price specified in the contract.

41. 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: John Avila, 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: _____ Date: _____
Contractor or Representative

Printed Name: _____

Address: _____

VILLAGE OF CORRALES

By: _____ Date: _____
Scott Kominiak, Mayor

**APPENDIX C
FEDERAL REQUIREMENTS CHECKLIST**

**VILLAGE OF CORRALES
RFP NO. 2017-003**

Road Repair and Rip Rap Instillation

The successful offeror under this RFP must comply with all applicable federal requirements, as set forth in the table below. However, please note that for this project, Davis-Bacon Act wage requirements (Item 5) do not apply because funding is provided for disaster relief through the Federal Emergency Management Agency.

Contract Provisions Reference			
Contract Provisions Requirement per 44 CFR 36(i) - A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.			
Contract Provisions Required per 44 CFR 36(i)		Provision Included in Contract?	
1	Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)		
2	Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)		
3	Compliance with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity ," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or		

	subgrantees)		
4	Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair) ²		

5	Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation) This does not apply to Stafford Act funds for Disaster relief.		
6	Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)		
7	Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.		
8	Awarding agency requirements and regulations pertaining to copyrights and rights in data.		
9	Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.		
10	Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.		
11	Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 , and Environmental Protection Agency regulations (40 CFR part 15) . (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) ²		
12	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).		
Number of Contract Provisions Included			
Number Contract Provisions Not Included			
Number of Contract Provisions Not Applicable			

**APPENDIX D
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**VILLAGE OF CORRALES
RFP NO. 2017-003**

Road Repair and Rip Rap Installation

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:

- Scott Kominiak, Mayor
- Patricia Clauser, Councilor and Mayor Pro Tem
- John Alsobrook Councilor
- James F. Fahey, Councilor
- Ennio Garcia-Miera, Councilor
- Philip Gasteyer, Councilor
- Hoyt Hart, 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)

APPENDIX E

Itemized Costs

**VILLAGE OF CORRALES
RFP NO. 2017-003**

Road Repair and Rip Rap Installation

State gross receipts and local option taxes (if any) shall not be included in the proposed costs. Such taxes shall be separately reimbursed by the Procuring Agency.

Prices for items where a quantity (“Qty”) is indicated are required and must be provided for comparison purposes between proposals. (These items are also indicated in **bold type** for clarity.) Failure to provide one or more of those prices will result in the disqualification of the proposal. List any other items figured in to the total price of your proposal.

Itemized prices may be on companies own form but must address full scope and completion of the project.

Item	Item/ Commodity Code	Description	Unit	Quantity	Unit Price	Amount
All	Mobilization	Mobilization				
All	Demobilization	Demobilization				
Item 1.1	Grade and reshape with dust control <u>Commodity Code 912-23-40</u>	6800’ L X 12”W	LF	6800		
Item 1.2	Base course 3” depth <u>Commodity Code 913-50-20</u>	6800’ ft L x 12 ft W 3” inches deep	SY	9067		
Item 3	Installation Rip Rap <u>Commodity Code 750-35-51</u>	8-12 riprap 100ft Lx 2 Ft W x 1 ft D to 1000 ft L x 2ft W x 1 ft D	CY	Up 74 CY		

