

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO

REQUEST FOR PROPOSALS

TITLE: Utilities Excavation Contractor Price Agreement

RFP VTSV 2020-06

Issue Date: April 10, 2020

Proposal Question Deadline: May 4, 2020 at 4:00 p.m. MST

~~Pre-Response Site Meeting: CANCELLED~~ May 15, 2020 at 12:00 p.m. MST at 7 Firehouse Rd.

Question Response Deadline: May 15, 2020 at 4:00 p.m. MST

Proposal Deadline: May 28, 2020 at 4:00 p.m. MST

Deliver to &

Purchasing Contact: Nancy Grabowski, Procurement Officer

Finance Department

Phone: (575) 776-8220 ext 2

Email: ngrabowski@vtsv.org

Introduction

The Village of Taos Ski Valley (VTSV) is requesting competitive sealed proposals for the selection of a Price Agreement for a Utility Excavation Contracting firm (Contractor) to provide project excavation service as well as emergency On Call service. The objective is to contract excavation work for the utilities of Gas, Electric, Communication, Drainage, Water and Waste Water lines in the municipal rural and urban environments.

A copy of this RFP can be obtained from VTSV website at www.vtsv.org

It is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from Nancy Grabowski, Certified Procurement Officer, Village of Taos Ski Valley Municipal Offices, 7 Firehouse Rd, Taos Ski Valley, NM 87525. CPO can be reached (575) 776-8220 Ext 2 or email nancy@vtsv.org.

Questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Proposal Question Deadline indicated above.

Sealed Responses clearly marked with the RFP#2020-06 are due prior to the Response Deadline indicated above and must be delivered USPS to P.O. Box 100 Taos Ski Valley, NM 87575, or in person to the Municipal Offices, located at Village of Taos Ski Valley Municipal Building; 7 Firehouse Rd. Late responses will not be accepted – NO EXCEPTIONS.

NOTE - There is NO overnight guaranteed delivery to Taos Ski Valley.

SECTION 1 - DESCRIPTION AND SCOPE OF WORK

PROJECT DESCRIPTION:

VTSV has new and replacement utility excavation infrastructure intended for FY21 and seeks a licensed and bonded contractor to work with the VTSV Staff on a project-by-project and "as needed" basis. VTSV will work closely with the Contractor awarded the contract to schedule work and construction underground projects within the next four years. The term "as needed" may be used in emergencies where an underground utility facility has a fault and needs repair. VTSV will award an annual contract for the successful bid response to this RFP with the possibility of a renewal for another term of one year for up to four years.

The RFP anticipates a price agreement for different depths and widths of trenching for different types of utilities, including; Drainage, Water, Waste Water, Communications, Electric and Gas lines. The Contractor will need to provide State License for installing Utilities (GF9, GF98). Different locations may require different trenching standards, so a range of costs for depths and widths needs to be agreed. Joint Trench is preferred in the Village and may require coordination with staff and different utility companies for the requirements when starting a Task Order.

The Village also intends to make this price agreement available for use by Village Residents and other entities within the Enchanted Circle Council of Governments. Those external pricings are optional and are not part of the scoring criteria. The Percentage Price Options are specific to Public Entities of the Enchanted Circle Council of Governments; Taos County, Town of Taos, Colfax County, Questa, Red River, Eagle Nest, Angel Fire.

For Option pricing, the Contractor should consider what typical conditions are outside the Village of Taos Ski Valley. The price agreement for work in other Public Entities will be offered as relative to Par= 100% of Village of Taos Valley price agreement, or pricing that is +/- 100% the VTSV pricing. **See Attachment A**

SCOPE OF WORK:

Contractor to provide all labor and equipment for all projects on a unit pricing basis,

The licensed (GF9, GF98) Contractor will provide qualified trenching services including:

- VTSV and Contractor will coordinate for installation of Gas, Electric, Fiber, Water, Sewer and Drainage utility facilities. Examples of typical trenches for utilities in the Village (**Attachments B**)
- The bottom of the ditch shall be uniformly graded to satisfactorily support the pipe or conduit graded -with no sags or ridges,
- The trench bottom shall be good-bearing small particle-size soil, bedding material (unless variance) shall be Type 3-4 of Class 1, a minimum of 6 inches of cover on top of the pipe using the same Type 3-4 of Class 1 aggregate free material.
- VTSV will provide utility pipe/conduit for the project/s. Contractor must provide any bedding and padding needed for the project.
- OSHA trench safety must be strictly maintained,
- Warning tape installed a minimum of 12" above utility line,
- Depth is measured from final grade and width is measured at the bottom of the trench.
- Utility separation and cover spacing requirements will be met. And compaction of 95% modified proctor density is required.
- Pavement cut and replacement will be priced separately from trenching.
- Contractor will work with VTSV Staffing to determine an estimated project by project basis utilizing Task Orders with unit pricing method in order to keep strict adherence to the VTSV annual budget
- The Contractor will be able to provide trenching estimates to private residents and may contract separately with them for private connection

GENERAL REQUIREMENTS: The awarded Contractor is expected to comply with the following:

Contractor shall be (GF9, GF98) licensed.

Contractor shall agree to and comply with all terms of the Village Standard Agreement for Professional Services including indemnification of the Village.

The Contractor and their subcontractor must hold or obtain business licenses in the Village for any work within municipal limits.

Awarded Contractor shall provide progress reports, in a format acceptable to the Village.

Contractor shall meet and/or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, 29 U.S.C.A. §651, et seq., the APPA Safety Manual, employ State utility qualified employees, and, if applicable, the Federal Motor Carrier Safety Acts, or any applicable law of a state in lieu thereof, Contractor shall comply with all applicable laws governing safety and the safe operation of commercial motor vehicles and the safe performance of the work and Federal, State and Village (Entity) laws.

PROPOSAL REQUIREMENTS: Contractor proposal must include the following and follow directions outlined in each section below:

1. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
2. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing Contracting services for the VTSV.
 - a. This Letter of Transmittal must state that the proposal is valid for at least a 120 day period.
 - b. An officer of the contractor firm who is authorized to contractually bind the firm and to negotiate a contract with the Village shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
 - c. Provide name, title, address, mail, and telephone number of key contact for the Village during the RFP and award process.
3. Team Experience / Capacity. Provide the information listed below highlighting successful projects with municipalities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, equipment availability and related criteria.
 - a. Experience. Describe your experience and capacity to manage projects of size and scope similar to RFP. Identify any current projects or anticipated projects for other clients
 - b. Key Personnel Background. Name, position, summary of qualifications, resumes,

4. References. Provide at least three references for whom you have provided similar services. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the Village's project.
5. Cost. Fill out the pricing sheet (**Attachment A**) to show the pricing that the Contractor will provide qualified trenching services. Pavement cut and base course will be priced separately from trenching prices.
6. Emergency Service Cost Differential: Use the pricing sheet to show at what percentage of regular pricing the Contractor can meet an emergency call for service, for different levels of urgency.
7. Option to provide services to other ECCOG member entities: Use the Pricing Sheet to show at what percentage the Contractor will provide an option of the same service to other entities allowed use of this price agreement.

REQUIRED FORMS:

- (1) Response Form (Price Offer Sheet – **Attachment A**)
- (2) Campaign Disclosure (blank form attached to this Request for Proposals)
- (3) Resident Business Preference Form, if applicable
- (4) Resident Veteran Business Preference Form, if applicable
- (5) Certificate of Insurance \$10,000,000 coverage, indemnifying the Village

Failure to complete and submit these forms with your Response will result in it being deemed non-responsive and will be rejected without further evaluation.

The successful firm/individual will be required to execute a Contract between the Village and Contractor. The Contract will incorporate the selected firm's proposal, the Village scope of services and other pertinent requirements and details.

SECTION 2 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, VTSV desires to establish a single point of contact throughout the procurement process. From the issue date of this RFP, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this RFP or contacts with the Village personnel concerning this RFP or the evaluation process must be solely to the contact person (or her designee) listed on the cover page of this RFP.

A violation of this provision is cause for the Village to reject the Respondent's Response. If it is later discovered that a violation has occurred, the Village may reject any Response or terminate any contract awarded pursuant to this RFP. No direct contact regarding this document with other Village employees, the Villages' contractors' or other entities working with the Village are permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by VTSV. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing Officer contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE VILLAGE IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other Village employees is permitted. All answers will be issued in the form of a written addendum.
- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Response Deadline at the discretion of the Village. It is the Respondent's responsibility to periodically check the Village's website until the posted Response Deadline to obtain any issued addenda.
- 4) **PRE-RESPONSE MEETING:** The date, time, and location of the meeting, if any, are indicated on the cover page of this RFP. **All Respondents are strongly encouraged to attend any scheduled meetings.**
- 5) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFP.
 - a. Responses must be submitted to Nancy Grabowski, Village Purchasing Officer, (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Department receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being

9:00 a.m. to 12p.m. and 1p.m. to 4:00 p.m. local time, Monday through Friday, except for Village designated holidays.

- b. Responses received after the above deadline will be considered unresponsive and will not be accepted and will be returned to the Respondent unopened. The Purchasing Department's timestamp shall be the official time.
 - c. The opening of a Response does not constitute the Village's acceptance of the Respondent as a responsive and responsible Respondent.
 - d. Responses must be enclosed in a **sealed envelope, box, or package**, and clearly marked on the outside with the following: Project name, RFP Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name.
 - e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the Village's Procurement Policy and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f. All prices and notations if applicable must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
 - g. Responses sent by email, facsimile, or other electronic means will not be considered.
 - h. All costs incurred in the preparation and presentations of the Response, as well as any resulting contract, are the Respondent's sole responsibility; no such costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the Village.
 - i. Responses are subject to public disclosure after the final contract is awarded in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Village if the Respondent is determined to be the most responsive and responsible Respondent.
- 7) **CONTRACT AWARD:** The Village reserves the right to withdraw the RFP, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFP. The Village may waive formalities if it is in the Village's interest. The award shall be made to the responsible respondent whose proposal is the most advantageous to the Village taking into consideration the evaluation factors set forth in the Request for Proposals. Qualifications-based proposals are based on respondents' qualifications to perform the required scope of work and are not based on price or commission. Responses will be evaluated and assigned scores. The Respondent(s) to whom the recommendation to award

is made will be notified at the earliest possible date. The Village will then negotiate a contract with the top ranked Respondent for a firm fixed price/percentage agreeable to both parties. If, for any reason, a contract is not executed with the selected Respondent within 14 days, then the Village may recommend the next most responsive and responsible Respondent. Acceptance of the Respondent's RFP does not constitute a binding contract. There is no contract until the Village's policies have been fulfilled, reviewed by Village Legal Counsel, voted on and accepted on by the Village Council and signed by the Mayor. Failure to accept the terms and conditions of the Village's Standard Contract may deem the Respondent non-responsive.

- 8) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 9) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies, and franchisees will be considered by the Village. In the event multiple Responses are submitted in violation of this provision, the Village will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 10) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 11) **REJECTION:** The Village reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Purchasing Officer or designee that the best interest of the Village will be served by doing so. The Village may reject any Response from any person, firm or corporation in arrears or in default to the Village on any contract, debt, or other obligation, or if the Respondent is debarred by the Village from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Village's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the three (3) years immediately preceding the date of issuance of this document.
- 12) **PROCUREMENT POLICY:** Procurement for the Village will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Village. The Village Administrator has the vested authority to execute all Village contracts, subject to Council approval where required.
- 13) **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part

of this RFP. The successful Respondent(s) shall perform property management under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations, and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply.

- 14) **NON-DISCRIMINATION:** The Village will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 15) **NO RESPONSE:** Businesses who receive this RFP but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.
- 16) **CONTRACT NEGOTIATION:** All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the Village may recommend the next most responsive and responsible Respondent. There is no contract until the Village's policies have been fulfilled.
- 17) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
 - a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work if awarded.
- 18) **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be

amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.

- 19) **SUBCONTRACTORS:** The Contract will not be assignable to any other business entity without the Village's approval.
- 20) **RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or individual, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The selected Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the Village will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

The Village reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Village rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Village.

he 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) business days after it receives notice thereof, notify in writing the legal counsel of the VILLAGE and the Self Insurers Fund of the New Mexico Municipal League.

- 21) **VILLAGE PARTICIPATION:** The Village will provide appropriate personnel support for implementation of these agreements. For the purpose of contract administration, the Village will designate a person to serve as Village Contract Manager. The Director of

Public Works will serve as the primary liaison between the Village and the Successful Respondent and will coordinate overall management and administration of the contract for the Village.

- 22) **DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. Any confidential information included with the proposal must be marked as such and will remain confidential and will not be released to the public. All material submitted with the Response becomes the property of the Village and may be returned only at the Village's option.

Respondents must make no other distribution of their Responses other than authorized by this RFP. A Respondent who shares cost information contained in its Response with other Village personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

- 23) **PROPOSAL EVALUATION:** An evaluation committee will perform an initial evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. Each Proposal will be evaluated and ranked based on the following criteria:

Guarantee to provide On Call emergency service within required time. 20 points

Capacity and capability of the individual or firm to perform the work outlined in the Scope of Services within a realistic and convincing timeframe. 25 points

Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. 15 points

Proposed Price Agreement cost for services. 40 points

Resident Business Preference and Veterans Preference will be applied in conformance with NM State Laws.

Each Response submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the Village or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with

the Village or to an incumbent thereof. The Village reserves the right to make additional inquiries and may request the submission of additional information.

At VTSV's discretion, the Evaluation Committee may interview the highest-ranked proposals from the shortlisting. The Evaluation Committee may award the selection based on the results of the shortlisting. If interviews are held, rankings from the shortlisting are weighted 40% and the interview rankings are weighted 60% to determine final award.

During this time, VTSV may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

- 24) **PROTESTS:** Any protest by a Respondent must be received within 15 days and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from VTSV. The protest must be delivered to the Village of Taos Ski Valley, Purchasing Officer (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525 no later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.

In the event of a timely protest under this section, VTSV shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement.

The Procurement Officer or designee shall promptly issue a determination relating to the protest.

The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

- 25) **RESPONDENT QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the Respondent to adhere to the

requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Respondent who is not a responsible Respondent or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

- 26) **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Purchasing Officer reserves the right to waive minor irregularities. The Purchasing Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Officer.
- 27) **CHANGE IN CONTRACTOR REPRESENTATIVES:** VTSV reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of VTSV, meeting its needs adequately. **If the contractor wishes to change its designated representative, that change must be approved by VTSV.**
- 28) **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.
- 29) **VILLAGE OF TAOS SKI VALLEY RIGHTS:** VTSV reserves the right to accept all or a portion of a Respondent's proposal.
- 30) **MULTIPLE AWARDS:** The Village will NOT make multiple awards for this contract.
- 31) **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, potential Respondents, Respondents, and contractors must secure from VTSV written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or termination of the contract.

- 32) **OWNERSHIP OF PROPOSALS:** All documents submitted in response to this Request for Proposals shall become the property of VTSV. However, any technical or user documentation submitted with the proposals of non-selected Respondents shall be returned after the expiration of the protest period. Unsuccessful Respondents may retrieve all but one copy of their proposal as soon as award is made. Any unsuccessful Respondent wishing to retrieve copies of their proposal must do so within two weeks after the award.
- 33) **ELECTRONIC MAIL ADDRESS REQUIRED:** A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence.
- 34) **STATUS OF SUCCESSFUL RESPONDENTS:** The successful Respondent(s) is an independent contractor performing services for the Village and neither he/she nor his/her agents or employees shall, as a result of the resultant Contract, accrue leave, retirement, insurance, bonding authority, use of Village vehicles, or any other benefits, perquisites or allowances normally afforded only to employees of the Village. The successful Respondent(s) acknowledges that all sums received under the resultant Contract are reportable for income, self-employment, and other applicable taxes.
- 35) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Village may be construed by the Village as a breach of contract sufficient to cancel this agreement at the discretion of the Village.
- 36) **Excise and Sales Tax:** The prices herein must include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if applicable, must be included by the Awardee when submitting monthly payment to VTSV.

Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

Resident Business Preference: New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.