

CAMINO REAL REGIONAL UTILITY AUTHORITY

REQUEST FOR PROPOSALS

WATER/WASTEWATER CONSULTING SERVICES FOR CAMINO REAL REGIONAL UTILITY AUTHORITY

RFP # 26-0002

NIGP Commodity Codes: 91843

CRRUA BOARD MEMBERS

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**Juan Carlos Crosby
Executive Director**

**David Espinoza
Procurement Officer**



RFP Due Date and Time: 2:00 p.m. (local time) on February 24, 2026

PROJECT NUMBER: 26-0002
PROJECT NAME: WATER/WASTEWATER CONSULTING SERVICES FOR CAMINO REAL REGIONAL UTILITY AUTHORITY

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ATTACHMENTS: Sample Contract

PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION

DUE DATE - DUE DATE - Proposals will be received by the office of the City of Sunland Park Procurement Officer prior to **February 24, 2026 at 2:00 P.M.** (Local time) at which time the proposals will be opened and recorded as received.

All proposals not received by the Submission Date shall be rejected and returned unopened. All proposals physically received shall be rejected and returned unopened.

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

Action	Responsibility	Date
Issuance of RFP	City Purchasing	February 6, 2026
Pre-Proposal Conference	CRRUA and Offeror	N/A
Submission of Proposal	Offeror	February 24, 2026
Interview Three (3) selected firms	Evaluation Committee/Offeror	Not applicable
CRRUA Board Approval	CRRUA Board	March 2026
Contract Negotiations	Evaluation Committee	March 2026
Contract Execution	CRRUA and Contractor	March 2026
*The Evaluation Committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, a contract may be awarded without such interviews.		
This schedule is subject to change. All Offerors will be notified of schedule changes via e-mail, fax or US Mail.		

1. **ACH TRANSACTIONS** – Vendors may be required to accept payment electronically through an Automated Clearing House (ACH) Transaction if available.
2. **APPROPRIATIONS** - Award of this Contract is contingent upon sufficient appropriations being allocated by the CRRUA or other funding agency. If CRRUA or other funding agency does not make sufficient appropriations and authorize their allocation, the agreement shall, notwithstanding any other provisions, terminate immediately upon Contractor’s receipt of written notice of termination from CRRUA. Camino Real Regional Utility Authority’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
3. **BRIBES, GRATUITIES AND KICK-BACKS** - Pursuant to 13-1-191 NMSA 1978, (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), the criminal laws of New Mexico prohibit bribes, kickbacks and gratuities, the violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
4. **CLARIFICATIONS** - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer contact information is David Espinoza, Sunland Park Multi-Generational Center 4700 McNutt Rd. Sunland Park, NM 88008, email david.espinoza@sunlandpark-nm.gov, phone 575-589-1075. Offerors may contact **ONLY** the Procurement Officer regarding the terminology stated in the procurement documents.

Other CRRUA or City of Sunland Park employees do not have the authority to respond on behalf of the CRRUA.

- 4.1 Offerors shall promptly notify the Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the Procurement Officer will be provided in writing to all Offerors by addendum. No verbal responses are authorized.
 - 4.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
5. **COLLUSION** - Collusion among Offerors or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. Offeror's proposal may not be made in the interest, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. Offeror may not, directly or indirectly by agreement, communication or conference with anyone attempted to induce any action prejudicial to the interest of the CRRUA, or of anyone else interested in the proposed contract. Two or more specifically identified organizations may choose to submit a collaborative proposal. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.
6. **COMPETITION** - In signing a contract with Camino Real Regional Utility Authority the Contractor certifies that the Contractor has not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the City of Sunland Park.
7. **CONTACTS** - Offerors **MAY NOT** contact other Camino Real Regional Utility Authority, the Camino Real Regional Utility Authority Executive Director or staff, members of the Camino Real Regional Utility Authority Board Members or their staff, and any other CRRUA Official or their staff nor any COSP authority, City Council, director, employee or staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.
8. **CONTRACTS** - The contract between Camino Real Regional Utility Authority (CRRUA) and a Contractor will follow the format specified by the CRRUA and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, including best and final offer, will be incorporated into and become part of the contract.
 - 8.1 Should an Offeror object to any of the CRRUA's terms and conditions, that Offeror must propose specific alternative language with the proposal. The CRRUA may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the CRRUA and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.
 - 8.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the CRRUA, such terms must be clearly identified in the proposal.

9. **COST** - All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the CRRUA will be borne by the Offeror.
10. **DEBARMENT & SUSPENSION** - The Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.
11. **DEFINITIONS** - This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” means Camino Real Regional Utility Authority

“Contract” means an agreement for the procurement of items of tangible property or services.

“Contractor” shall mean successful Offeror.

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

“Desirable” The terms “may”, “can”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed by the CRRUA Management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Officer and the Evaluation Committee for submission to CRRUA Board and/or CRRUA Executive Director for contract award that contains all written determinations resulting from the evaluation.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

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

“Offeror” or “Proposer” is any person, corporation, or partnership that chooses to submit a proposal or an offer.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible property or services pursuant to an existing contract.

“Procurement Officer” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of request for proposals.

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

“Responsive Offer” means an offer, which conforms in all material, respects to the requirements set forth in the request for proposal.

12. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

13. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

Camino Real Regional Utility Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors and Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals and/or bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. **GROSS RECEIPTS TAX** - New Mexico Statutes require that the proposed amount exclude the applicable state gross receipts tax or applicable local option tax but that the Contracting Agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

15. **INCOMPLETE RESPONSES** - CRRUA reserves the right to eliminate any Offeror that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

16. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

	Standard Insurance	Limits Not Less Than
X	Commercial General Liability (AI)	\$1,000,000/\$2,000,000
	Automobile Liability	\$1,000,000/\$2,000,000
X	Worker's Compensation as required by State Law	As required by Law
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
	Professional Liability	\$1,000,000/\$2,000,000
	Garage Keeper's Liability	\$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000
	Other / Specify:	

16.1 **Railroad Protective Liability** - If required by the Burlington Northern, Santa Fe Railway Co. the Contractor shall provide that coverage in amounts as required and provide proof of purchase of Railroad Protective Liability Insurance to the Owner.

16.2 **Contractor's Insurance For Other Losses** - The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

17. **IRREGULARITIES** - CRRUA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by CRRUA depending on available competition and timely needs of CRRUA. CRRUA reserves the right to award the contract to the responsible Offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of CRRUA.

18. **NEGOTIATIONS** - Should CRRUA be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by CRRUA to be fair and reasonable, negotiations with that business shall be formally terminated. The CRRUA may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the CRRUA shall formally terminate negotiations with that business and may then undertake negotiations with the third most

qualified business and so on. CRRUA reserves the right to discontinue negotiations with any selected Offeror.

19. **NEW MEXICO NATIVE AMERICAN RESIDENT BUSINESS PREFERENCE** -

New Mexico Native American Resident Business shall be awarded the equivalent of eight percent of the total possible RFP evaluation points, which computes to 80 additional points (1000 X 8%). To be considered resident, Businesses must provide a copy, with their Proposal, of their Certification as a Resident Business issued by the State of New Mexico Taxation and Revenue Department. This preference shall not apply to projects which involve participating federal funds. For more information on obtaining the Certification go to the TRD website at: <http://www.tax.newmexico.gov/Default.aspx>.

20. **NEW MEXICO NATIVE AMERICAN RESIDENT VETERANS PREFERENCE** –

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 New Mexico Native American Veteran Business that has annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 100 additional points (1000 X 10%).

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

21. **NEW MEXICO RESIDENT BUSINESS PREFERENCE** - New Mexico Resident

Business shall be awarded the equivalent of eight percent of the total possible RFP evaluation points, which computes to 80 additional points (1000 X 8%). To be considered resident, Businesses must provide a copy, with their Proposal, of their Certification as a Resident Business issued by the State of New Mexico Taxation and Revenue Department. This preference shall not apply to projects which involve participating federal funds. For more information on obtaining the Certification go to the TRD website at: <http://www.tax.newmexico.gov/Default.aspx>.

22. **NEW MEXICO RESIDENT VETERANS PREFERENCE** – In accordance with

Sections 13-1-21 and 13-1-22 NMSA 1978 New Mexico Veteran Business that has annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 100 additional points (1000 X 10%).

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

23. **NO OBLIGATION** - This procurement in no manner obligates the Camino Real Regional Utility Authority until a valid signed contract is executed.

24. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA Procurement Code, Section 13-1-129, Offerors are hereby notified that other government

entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the Camino Real Regional Utility Authority.

25. **PROPOSAL DISCLOSURES** - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material which is marked as proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

25.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

26. **PROPOSAL AWARD** - CRRUA reserves the sole right to:

26.1. Determine responsible Offerors and responsive proposals.

- a. Responsible Offeror: An Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the items described in the Request for Proposal.
- b. Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

26.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought.

26.3 Reject any or all proposals in part or in whole.

27. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest Shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

27.1 In the event of a timely protest under this section, CRRUA will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the CRRUA (§13-1-173 NMSA 1978).

27.2 The Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror

concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

27.3 The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:

27.3.1 State the reasons for the action taken; and

27.3.2 Inform the Protestor of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

27.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the Protestor and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

28. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, the Camino Real Regional Utility Authority reserves the right to reject any and all proposals, in whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

29. **RFP RESPONSES** - By responding to this RFP, Offerors acknowledge and consent to the rights and conditions set forth in this RFP.

30. **SOLE INTERPRETER** – The Camino Real Regional Utility Authority has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications, and sole judge as to whether the item proposed, or any part or fitting thereof, complies with the specifications.

PART II – THE PROJECT

OVERVIEW

PROJECT DESCRIPTION

Qualifications-based competitive sealed proposals for water/wastewater consulting services will be received by the Camino Real Regional Utility Authority (CRRUA). Camino Real Regional Utility Authority (CRRUA), the City of Sunland Park and Dona Ana County, are seeking proposals from companies that have experience and qualifications in providing water/wastewater consulting services to Utility companies. Pursuant to NMSA 13-1-69, Camino Real Regional Utility Authority, the City of Sunland Park and Dona Ana County are interested in entering into agreements with one or more company(s) or individual(s) from date of last signature until June 30, 2026 with the option to renew at the discretion of Camino Real Regional Utility Authority or City of Sunland Park and Dona Ana County for additional nine (9) one year terms. Items will be ordered on an “as needed” indefinite quantity basis. Goods and Services are obligated by purchases order only.

BACKGROUND

Camino Real Regional Utility Authority is an entity consisting of Doña Ana County and the City of Sunland Park border region water and wastewater utilities. CRRUA began operating as a separate entity in February 2009. Additional information can be obtained from the CRRUA website at <http://crrua.org/>

SECTION A. – SCOPE OF WORK/SPECIFICATIONS

Scope of Work: Water/Wastewater Consulting Services

Contractor shall provide water and wastewater consulting and other related services for water and wastewater system operation in accordance with Contractor response to RFP 26-0002, hereby incorporated by reference into this contract.

A. Description of Services

Contractor shall perform professional services specializing in Water and Wastewater Operations and Technical Consulting at a New Mexico Level IV Operator at the request of the Utilities Manager, Camino Real Regional Utility Authority or authorized designee. These services will include but are not limited to the following:

- Provide training as needed to City of Sunland Park and Camino Real Regional Utility Authority operations staff to create a better understanding of the different wastewater facilities and their operations. Training to include but not be limited to:
 - Introduction to Wastewater
 - Primary Treatment
 - Secondary Treatment
 - Activated Sludge

- Sludge Management
- Training in utility management, water, and wastewater operations
- Provide Guidance and Oversight as a Water and Wastewater New Mexico Level IV to include but not limited to:
 - Permit Review
 - Assist in meetings with Contract Engineering Firms
 - Review Operations daily log
 - Review Maintenance schedule
 - Identify issues in Wastewater and Water Facilities and provide recommendations for correction
 - Identify Disinfection/Sterilization issues at City of Sunland Park facilities
 - Review Odor Control Systems and make recommendations for improvement, as needed
 - Provide guidance in developing Standard Operating Procedures, enhancing Safety Program, and other consulting services as requested.

Any work performed under Contractor’s certifications will be approved and signed by Contractor. This will ensure that the New Mexico Water and Wastewater certification is being used in accordance with *Title 20, Chapter 7, and Part 4* of the Drinking Water Bureau, Utility Operation Certification Act.

B. Delivery of Services

All work performed under this contract will be on an as needed basis. Documentation of services, costs, and time period for delivery of services shall be in accordance with the invoicing requirements. All work produced as part of the delivery of services shall be the property of the City of Sunland Park, unless expressly agreed upon between the Parties, and the City of Sunland Park shall have full right to the use of said work.

1. Contractor shall provide on-call Water and Wastewater New Mexico Level IV consultant services.
2. Contractor shall provide Water and Wastewater training scheduled and approved by the City of Sunland Park and provided to staff. Contractor will submit a report on the training presented and number of employees in attendance.
3. Contractor shall provide guidance and oversight.

Contractor shall approve and sign all work completed under Contractor’s certifications to ensure compliance with the New Mexico Water and Wastewater certification in use in accordance with *Title 20, Chapter 7, and Part 4* of the Drinking Water Bureau, Utility Operator Certification Act.

II. Deliverables and Reporting Requirements

Delivery of Services	Required Measurements	Due Dates
On-call Water and Wastewater NM Level IV technical assistance and consultant services	Monthly report and invoice detailing services per the scope detailed in Section II.A.	No later than the 15 th of each month after services provided

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Invoices detailing dates of service, description of service, and cost per unit shall be submitted to the following:

Maria DeAvila, Office Manager
PO Box 429
Sunland Park, NM 88063
Maria.deavila@sunlandpark-nm.gov
Telephone: 575-589-1075

Contractor shall provide periodic reports on the following:

- Various parts of the Utility in preparation of presentation to the CRRUA Board and/or City of Sunland Park Council Meetings.
- Purchase requests on items needed to complete future Utility tasks.
- Documentation to complete Requests for Proposals and to develop budgets for financing of capital improvement projects.
- Project reports for Contractor related jobs and documentation to close New Mexico and EPA funded grants.

III. Contractor Evaluation

The City of Sunland Park's Utility Department Manager and/or designated staff shall monitor the scope of services provided for in the monthly reports and invoice summaries to ensure compliance with the established contract requirements and use of allocated funds before contract termination.

Contract monitoring and evaluations will be ongoing throughout the term of this contract. Annual evaluations will be completed during the term of this contract in compliance with City of Sunland Park Utility and Camino Real Regional Utility Authority Purchasing policies and procedures.

IV. ADDITIONAL TERMS AND CONDITIONS:

- A.** Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the City of Sunland Park and will complete and submit any required documents to implement the ACH process if available.
- B. Pre-existing or Proprietary Information:** Notwithstanding any other provision of this Agreement between the Contractor and the City of Sunland Park or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.
- C. Standard of Care:**
- Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The City of Sunland Park shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with accepted professional consulting standards.

- Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City of Sunland Park's acceptance of any of Contractor's professional services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.
- The City of Sunland Park shall provide written notice to the Contractor of any errors and/or omissions and Contractor shall provide a written response with a plan of action to address the error or omission within 24 hours. The City of Sunland Park shall, in turn, accept the plan of action or provide further direction to the Contractor for acceptable remedy of the error or omission.

ATTACHMENT B

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT excluding GRT.

II. PAYMENT SCHEDULE

Payments will be made in accordance with Part I – No. 2 of this Agreement.

III. COST PER UNIT OF SERVICE PROCURED:

Cost for consultant services is determined as provided according to the following:

- 1) General work completed during regular business hours between 7:00 am and 4:00 pm will be billed at a two (2) hour minimum.
- 2) After hour service calls defined between 4:01 pm and 6:59 am will be billed at 1.5 hours rate with a two (2) hour minimum.
- 3) Weekend and Holiday's followed by City of Sunland Park will be billed at 1.5 hours rate with a two (2) hour maximum.
- 4) All Training per the Scope of Services will be billed in five (5) hour increments. Training will be submitted to the New Mexico Environment Department (NMED) Certification Office for CEUs for each certified operator.
- 5) All permit preparation and permit review will be billed in four (4) hour increments.
- 6) Meeting reports for the City of Sunland Park and/or CRRUA meeting will be billed as a two (2) hour minimum.
- 7) Permit renewal and permit revisions will be billed 30 hours minimum.
- 8) Travel reimbursement in accordance with the State of New Mexico regulations for the Per Diem and Mileage Act, NMSA 1978, 10-8-1, *et. seq.*

Invoices will be submitted no later than the 15th of the following month and will include a detailed report of work completed during the billing time period. A separate invoice will be submitted for travel reimbursement detailing any associated travel expenses.

A. JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.

It is understood and agreed that the Values for Units of Service in this Agreement are for the contracted Vendor and contracted Period of Performance, only, and are in accordance with Contractor response to the City of Sunland Park and Camino Real Regional Utility Authority (CRRUA) RFP #26-0002 hereby incorporated herein and subject to negotiation and adjustment by the City of Sunland Park in any future contract(s). The hourly rates for the specified services are in accordance with rates for similar services and scope of work.

COMPENSATION: The contract for water/wastewater consulting services will provide for monthly billings and payments, based on the above referenced goods and services.

MANDATORY SPECIFICATIONS

All items in Section A. MANDATORY SPECIFICATIONS, are REQUIRED under this procurement. Evaluators will provide a numerical ranking for each of these criteria based on the Offeror's response to each item. Offeror must initial where indicated that they are able to meet each of these minimum criteria and provide documentation / explanation of this ability in the narrative response of the proposal.

1. **Minimum Qualifications:** In order to be considered responsive, Offerors must demonstrate these minimum qualification requirements:
 - a. Be registered and authorized to operate as water/wastewater consulting services provider in the State of New Mexico.
 - b. Have at least five (5) years of previous experience providing water/wastewater consulting services services to public or private wastewater treatment systems.

Offerors' failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal shall be rejected.

2. **Professional Experience:** Overview of current and prior experience and work comparable to the scope of services required in this RFP. Include years of experience providing services for similar organizations of comparable size and complexity. Demonstrate Offeror's ability to act in a similar capacity for the City; industry performance indicating the ability of Offeror to perform the required services in a timely, effective, and efficient manner; and capability to handle proposed workload. A thorough description of company's experience in providing water/wastewater consulting services goods and services as described in the Scope of Services.
3. **Past Record of Performance/References:** Provide a list for similar services performed to include client names, telephone numbers, and location of services. Please DO NOT include Camino Real Regional Utility Authority personnel. If you have performed prior services for the CRRUA, performance evaluations will be considered.
4. **Location:** Provide a description of mobilized services and availability to provide these services at various City-designated locations.
5. **Response and Approach:** Provide a comprehensive response to the requested scope of services, including a detailed description of how the water/wastewater consulting services meets any and all applicable standards. Include a proposed project schedule for deployment and training. Include a sample system usage report or dashboard relevant to tracking, compliance, or access control to the water/wastewater consulting services.

SECTION B – NARRATIVE RESPONSE

Offerors **must** provide a narrative response in accordance with the structure and content specified below:

1. Experience and Qualifications: A concise overview of Offeror's experience, qualifications, and ability to comply with the Scope of Work and Special Requirements.
2. Past Record of Performance: Detailed Response to the Scope of Work and Mandatory Specifications list in Section A. Scope of Work/Specifications of this RFP. Provide an in-depth response to the requested Scope of Work/Specifications with an itemized description of services to be offered and an indication of capacity and capabilities to provide these services.
3. Cover Letter: Completed Cover Letter, taken from Part III, all items shall be completed, the document executed and included as page 1 of the proposal.
4. Cost: Provide a detailed cost proposal that includes all costs associated with providing the requested services, include any on-going cost. Please use the Cost Proposal Form included in the RFP.
5. Reference: A list of a minimum three (3) references including phone number, address, and a contact person. Do not include Camino Real Regional Utility Authority Personnel.

Proposal shall be limited to a maximum of 60 pages including title, index, not including required forms, front and back covers and shall be typewritten on standard 8 1/2" x 11" pages with margins no smaller than one (1) inch. Font size should be no smaller than 10 points and the proposal shall be bound on the left-hand margin.

Table of Contents

Table of Contents **must** include a paginated list of the information provided within the proposal.

FAILURE to adequately address and meet the above requirements may be cause for your proposal to be deemed non-responsive by the Procurement Manager.

SECTION C – METHOD OF AWARD

An evaluation committee will judge the merits of proposals received in accordance with the evaluation factors and narrative response as defined herein. The recommendations of the committee will be forwarded to the Executive Board (Board) for approval. Failure of the Offeror to provide any information requested in the Request for Proposals may result in disqualification of the proposal and shall be the sole responsibility of the Proposer.

The selection committee *may* interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews.

The CRRUA will enter into contract negotiations with one or more qualified Offerors for the services contemplated under this RFP at compensation determined to be justified, fair and reasonable. In making this decision, the CRRUA shall take into account the estimated value of the services, accessibility, the scope, complexity and professional nature of the services to be rendered. Should CRRUA be unable to negotiate a satisfactory contract with an Offeror at a price determined by CRRUA to be fair and reasonable, negotiations with the Offeror shall be formally terminated.

SECTION D - COST PROPOSAL

Complete the Cost Proposal Form, sign and include with your proposal response. (Part III, Attached B)

SECTION E – EVALUATION

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed.

Criteria	Maximum Points	RFP Points
1. Experience A. Experience with other Government Entities B. Demonstrated capability of providing requested services	200	
2. Key Staff Curricula Vitae/Resumes	300	
3. Professional Registrations	200	
4. Professional Licenses	100	
5. Cost Proposal	200	
NM Resident Preference, Veteran Preference or Native American Preference	80 or 100	
TOTAL	1000 - 1100	

SECTION F – SUBMITTAL FORMAT

Submit Three (3) copies of your proposal in the following order:

1. Completed Cover Letter - Transmittal Form (see Part III – Required Forms)
2. Narrative Written Response (See Requirements Section B. above)
3. Cost Proposal (see Part III – Required Forms)
4. References (see Part III - Use References Form)
5. Executed Contract Section II Forms (See Part III – Required Forms)
 - Attachment C – Campaign Contribution Disclosure Form
 - Attachment D – Related Party Disclosure Form
 - Attachment E – Certification Regarding Debarment & Suspension
 - Attachment F - Non-Collusion Affidavit
6. Other Documents checked as required in the Checklist. (See Part III)

PART III - REQUIRED FORMS

Camino Real Regional Utility Authority Proposal Transmittal Cover Letter

RFP # 26-0002 TITLE: WATER/WASTEWATER CONSULTING SERVICES for Camino Real Regional Utility Authority

Due Date/Time: February 24, 2026 @ 2:00 pm local time

Location: 4700 McNutt Rd., Sunland Park, NM 88063

Procurement Officer: David Espinoza, Assistant Executive Director Email: david.espinoza@sunlandpark-nm.gov

As applicable, all items below must be completed in full. Failure to complete may be grounds for disqualification.

Legal Name of Submitting Organization _____

Person authorized to negotiate and contractually obligate the Organization:

Name _____ Title _____

Email _____ Phone _____ Cell _____

Street Address _____

City / State / Zip _____

Alternate Contact Information:

Name _____ Title _____

Email _____ Phone _____ Cell _____

NM in State Resident Preference Number (copy must be attached) _____

NM Resident Veteran's Preference Number (copy must be attached) _____

NM Resident Native American's Preference Number (copy must be attached) _____

NM Native American Veteran's Preference Number (copy must be attached) _____

Bidder acknowledges receipt of the following Addenda _____

(List the addendum your firm received)

On behalf of the submitting organization above:

- I accept all Terms and Conditions Governing this Procurement as required.
- I acknowledge receipt of any and all amendments to this Bid.
- I have read and concur with the terms and conditions of the City's contract documents, and, if objections, I have provided suggested alternative language in my response.
- I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.
- I concur, as applicable, to FOB Point: Destination, Las Cruces, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.
- Our organization is committed to and will comply and act in accordance with the following:
 1. Federal Executive Orders relating to the enforcement of civil rights;
 2. New Mexico State Statutes and City of Sunland Park Ordinances regarding enforcement of civil rights;
 3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
 4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
 5. Title 6, Civil Rights Act of 1964; and
 6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

Authorized Signature

Date

Contract Section II - Attachment B

Cost Proposal

Organization Name: _____ Date: _____

III. PAYMENT SCHEDULE

Payments will be made in accordance with Part I – #2 of this Agreement. (Purchasing Department must approve any other financial agreements in advance)

II. COST PER UNIT OF SERVICE OR GOOD(S) PROCURED

Offerors shall provide a cost proposal containing a description of the water/wastewater consulting services. Rates shall remain fixed for the first year of the agreement.

This Offer's Fee/Fees:

Signature

Date

References Form

Provide information below for no fewer than three (3) businesses you have supplied with the same or similar goods or services during the past year. Complete all information requested and sign the authorization to contact form below.

NAME OF YOUR ORGANIZATION: _____

RFP # _____ RFP TITLE: _____

Offeror Statement: I provide the following references for the above RFP and by my signature below authorize the City to contact those listed for inquiry regarding my company, personnel and products.

REFERENCE # 1

Business Name: _____ Phone: _____

Contact Name: _____ Email: _____

Products and or Services provided include: _____

Total Cost \$ _____ No. of Years Contracted: _____

REFERENCE # 2

Business Name: _____ Phone: _____

Contact Name: _____ Title: _____ Email: _____

Products and or Services provided include: _____

Total Cost: \$ _____ No. of Years Contracted: _____

REFERENCE # 3

Business Name: _____ Phone: _____

Contact Name: _____ Title: _____ Email: _____

Products and or Services provided include: _____

Total Cost: \$ _____ No. of Years Contracted: _____

Signature

Title

Date

Contract Section II - Attachment C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state 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.

Name(s) of Applicable Public Official(s) if any: **Camino Real Regional Utility Authority Board: Javier Perea, Board Chair; Mario Juarez-Infante, Vice-Chair; Mark Rodriguez, Board Member; Carlos Escarcega, Board Member; Hector Rangel, Board Member; Gloria Gameros, Board Member; Justin Weaver, Board Member; City of Sunland Park Councilors: Javier Perea, Mayor, Albert Jaramillo, Councilor, Raul Telles, Councilor, Maria Burciaga, Councilor, Mili Sandoval, Councilor, Armando Mata, Councilor, Bertha Salmon, Councilor**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made To: _____

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)

Contract Section II - Attachment D

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Camino Real Regional Utility Authority or City of Sunland Park Councilors; elected City officials, administration officials, department heads, and key management supervisors with the Camino Real Regional Utility Authority or City of Sunland Park?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Camino Real Regional Utility Authority or City of Sunland Park Councilors; elected City officials, administration officials, department heads, key management supervisors of the Camino Real Regional Utility Authority or City of Sunland Park and have you had any of the following transactions to which Camino Real Regional Utility Authority or City of Sunland Park was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property?	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments	_____	_____

3. Does any member of the Camino Real Regional Utility Authority or City of Sunland Park Councilors; elected City officials, administration officials, department heads, key management supervisors with the Camino Real Regional Utility Authority or City of Sunland Park, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Camino Real Regional Utility Authority or City of Sunland Park?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Camino Real Regional Utility Authority or City of Sunland Park Councilors; elected City officials, administration officials, department heads, key management supervisors with the Camino Real Regional Utility Authority or City of Sunland Park?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of Camino Real Regional Utility Authority or City of Sunland Park?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title): _____

Contract Section II - Attachment E

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Contract Section II - Attachment F

NON-COLLUSION AFFIDAVIT

STATE OF _____)

City OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is (title) _____ of (organization) _____

who submits herewith to the Camino Real Regional Utility Authority and City of Sunland Park, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Camino Real Regional Utility Authority or City of Sunland Park, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual or group of individuals, except that Camino Real Regional Utility Authority or City of Sunland Park, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____

Title _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires:

CHECKLIST

CAMINO REAL REGIONAL UTILITY AUTHORITY

RFP Title: 26-0002 WATER/WASTEWATER CONSULTING SERVICES for Camino Real Regional Utility Authority

<i>Required For This Procurement</i>	<i>Proposer Check List</i> <i>X</i>	<i>Item to be included in the Proposer Submission Packet</i> <i>ORGANIZE DOCUMENTS IN THE ORDER LISTED</i>
<i>Yes</i>		<i>3 copies of proposal packet</i>
<i>Yes</i>		<i>Completed and signed Proposal / Transmittal Cover Sheet</i>
<i>No</i>	<i>N/A</i>	<i>Completed Mandatory Response Form</i>
<i>No</i>		<i>Narrative Response per requirements as specified in Part 2 Section B</i>
<i>Yes</i>		<i>Cost Proposal</i>
<i>Yes</i>		<i>References (3)</i>
<i>Yes</i>		<i>Executed Contract Section II Forms,</i> <ul style="list-style-type: none"> - <i>Attachment C, Campaign Contributions</i> - <i>Attachment D, Related Party</i> - <i>Attachment E, Debarment</i> - <i>Attachment F, Non-Collusion</i>
<i>Yes</i>		<i>Certifications</i>
<i>Yes</i>		<i>Copy of current annual certificate of business registration</i>
<i>If Applicable</i>		<i>Acknowledge all Addenda, if applicable</i>
<i>If Applicable</i>		<i>NM Tax and Revenue Resident and/or Veteran's Preference certificates.</i>
<i>If Applicable</i>		<i>Copy of License / Certifications as applicable to the Services</i>

Remember to submit your proposal or bid to the Camino Real Regional Utility Authority:

Sunland Park Multi-Generational Center, 4700 McNutt Rd., Sunland Park, NM 88063