



PO BOX 429
SUNLAND PARK
NEW MEXICO 88063
(575) 589-1075

February 23, 2026

Re: Camino Real Regional Utility Authority RFP # 26-0002 WATER AND WASTEWATER CONSULTING SERVICES

This Addendum is hereby made a part of the Request for Proposal / Invitation to Bid to the same extent as if it was originally included therein. It is intended to modify, clarify, correct or interpret the RFP through the following modifications, clarifications, additions and or responses to questions. The Offeror shall acknowledge in the proposal the receipt of this Addendum.

1. Question – Could the deadline for the proposal be extended by two weeks? This additional time would be incredibly helpful for us to prepare a more comprehensive and polished submission.

Answer:

Deadline cannot be extended.

2. Question - I would appreciate it if you could provide additional clarification on what you would like to see for the “cost proposal”. Are you looking for a rate sheet, or perhaps a raw labor markup percentage and markup percentages on costs?

Answer:

Include any and all associated costs with providing services, i.e. overhead, travel, in the format you deem most appropriate.

3. Question - The RFP indicates that a sample contract is attached, but it does not seem to be in the PDF. Could you please provide a sample contract?

Answer:

Sample contract attached.

Camino Real Regional Utility Authority thanks you and your staff for the effort you have put into the procurement process. For any questions or comments, please contact David Espinoza at (575) 997-7771 or email David.espinoza@sunlandpark-nm.gov.

CONTRACT #
 Effective Date: _____

**CAMINO REAL REGIONAL UTILITY AUTHORITY
 CONTRACT FOR GOODS AND SERVICES**

This Contract is entered into between the Camino Real Regional Utility Authority, hereinafter referred to as "CRRUA" and "Contractor" described below, collectively the "Parties", to provide services on behalf of the Camino Real Regional Utility Authority. It is acknowledged and understood by the Contractor that City of Sunland Park ("COSP") is the contracted Fiscal Agent for CRRUA which includes Financial, IT, HR, and Procurement functions and is not a party to this contract.

Contractor Legal Name: _____

Services Summary Description: _____

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: \$ _____

This Contract complies with New Mexico and CRRUA procurement requirements as follows:

- RFP # _____ Under \$50,000/yr **or** CRRUA approval date: _____
- Bid # _____, Under \$50,000/yr **or** CRRUA approval date _____
- "Qualified" Professional Service, Under \$50,000 annually. Qualifications attached.
- Three Written Quotes under \$30,000 annually. Quotes under \$10,000 annually.
- Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Camino Real Regional Utility Authority	Contractor: .
ATTN: Juan C. Crosby	ATTN:
Title: Executive Director	Title:
Street:P.O. Box 429	Street:
City, State, Zip: Sunland Park, NM 88063	City, State, Zip:
Phone: (575) 589-1075	Phone:
Fax:	Fax:
Cell:	Cell:
Email: juan.crosby@sunlandpark-nm.gov	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to CRRUA on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis. For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an “as needed” basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by CRRUA on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor’s responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, solicitation documents, and the Contractor’s response to the solicitation, in that order, shall control the interpretation of the parties’ respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence N/A **or date of last signature, whichever is later**, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation this Contract may be renewed for up to six (6) additional years, not to exceed a total of eight (8) years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Camino Real Regional Utility Authority when and where appropriate or as required by CRRUA.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in “Notices” above. CRRUA shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Camino Real Regional Utility Authority, or through its fiscal agent, to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of CRRUA.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of CRRUA.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of CRRUA and appropriate action acceptable to CRRUA shall be taken. The Contractor's failure to inform CRRUA of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by CRRUA.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or COSP ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend CRRUA, its fiscal agent, and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of CRRUA for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of CRRUA. Contractor is an independent contractor of CRRUA. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of CRRUA and shall not bind CRRUA in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. CRRUA, and City of Sunland Park, its fiscal agent, shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the CRRUA, through its fiscal agent, for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to CRRUA attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after CRRUA has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the authorized CRRUA Manager and inclusion of that written approval in the official Contract File which is held in COSP Purchasing Department in its capacity as the CRRUA fiscal agent.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between CRRUA or its fiscal agent and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no customer or practice of the parties at variance with the terms hereof, not any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 21 - NON-APPROPRIATION: CRRUA's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of CRRUA's budget. If CRRUA does not appropriate sufficient funds or DFA does not approve CRRUA's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The CRRUA's Board's determination that sufficient funds have not been appropriated, through CRRUA Board or DFA action, is firm, binding, and not subject to review.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon CRRUA until approved and signed by CRRUA and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of CRRUA or the COSP shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of CRRUA whether the activity for which they are developed is implemented or not. The Contractor shall provide CRRUA with a complete set of all such proprietary information as requested by CRRUA, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the COSP.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by CRRUA, its fiscal agent and designated auditor. CRRUA and its fiscal agent shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of CRRUA or its fiscal agent to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted CRRUA and its fiscal agent, releases CRRUA and the COSP, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind CRRUA or its fiscal to any obligation not assumed in this Contract, unless the Contractor has express written authority from CRRUA or its designated fiscal agent if so authorized to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, CRRUA its fiscal agent and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

Governmental Entity: By entering into this Contract, CRRUA, its fiscal agent and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by CRRUA at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of CRRUA or its fiscal agent if so authorized and inclusion of that written approval in the official Contract File in the City of Sunland Park Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications, justification of the request and written approval to hire or subcontract.

ARTICLE 32 - TERMINATION: CRRUA may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. CRRUA and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of

the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by CRRUA of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CRRUA from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

CRRUA:

 CRRUA Executive Director / Chair
 Date: _____ Date: _____

* * * * *

Contractor’s NM Taxation and Revenue Department ID Number: _____

The following Attachments and Addenda have been reviewed and approved by the COSP Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

ATTACHMENT A

CONTRACTOR NAME

INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS

DELETE ALL ITEMS IN BLUE ONCE YOU COMPLETE THE CONTRACT

I. INSURANCE

Contractor will provide a current Certificate of Insurance (COI) documenting coverage specified below and naming the City of Sunland Park as Additional Insured. Contractor is required to maintain a current COI on file with the City of Sunland Park Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

(Check all that apply)

	Standard Insurance	Limits Not Less Than
X	Commercial and General Liability	\$1,000,000/\$2,000,000
	Automobile Liability	\$1,000,000/\$1,000,000
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	
X	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:	

II. SCOPE OF SERVICES

Provide a brief statement regarding the overall Scope of Services for the Contract.

A. Description of Services *(What is being procured?)*.

If procuring multiple items or services, list them separately. Each of these items or services should logically address items listed in "Why", below and be included in the "Unit Value of Service" described in Attachment B. Name the item or service and provide a complete description.

B. Delivery of Services *(WHEN will services be delivered?)*

In chronological order, explain the planned sequence of events (Steps) for delivery of the services or items named in A, above. This should provide the reader with a picture of how activities will take place and how the overall project will come together. Provide delivery (sequence of events) information for each item or service

identified in “A – What”, above.

C. Deliverables and Reporting Requirements (*HOW will the delivery of services described in WHAT, above, be documented?*)

List in chronological order specific deliverables and delivery timeframes that respond to each of the items listed in “A – WHAT” above. There should be at least one measurable outcome for each type of item or service. This “deliverable” information should be sufficiently detailed to monitor the overall contract performance. Adjust the below table as needed to fit the specific contract.

Item	Required Measurements of Attainment	Due Date(s)
1.	1.a. 1.b. 1.c.	1.a. – 1.c. 15 th of each month following contract execution until terminated.
2.	2.a. 2.b. Invoices with required information and billing detail per contract agreement (Attachment B)	2.a. – 2.b. 15 th of each month following contract execution until terminated

D. Contract Evaluation (*HOW – Describe how the contract will be evaluated to determine if objectives in WHY were attained*) FOR EXAMPLE:

1. The CRRUA Executive Director and/or designated staff will monitor the contract and invoices on a regular basis throughout the term of the contract to ensure compliance with established contract requirements and status regarding the use of allocated funds.
2. Contract evaluation shall consist of review of each of the specified deliverables throughout the term of the contract.
3. Periodic review and an annual written evaluation will be conducted per City of Sunland Park and Purchasing Department policies and procedures.

III. ADDITIONAL TERMS AND CONDITIONS (*This section is used to specify Purchasing approved modifications to clauses in Section I or other items approved for this contract*).

- A. Automated Clearing House:** 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.
- B. Existing Contract:** In accordance with NMSA 13-1-129 of Procurement Code, Contractors 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 document 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 City of Sunland Park.

C. 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.

D. Standard of Care:

1. 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.
2. 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.
3. 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. 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

(NAME OF CONTRACTOR)

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT NOT TO EXCEED \$ _____. *(Specify Annually, During the Term of this Contract or Other, Excluding Gross Receipts Tax)*

II. PAYMENT SCHEDULE

Payments will be made in accordance with Section I - Article 5 of this Agreement.

III. COST PER UNIT OF SERVICE PROCURED:

*The following CHART is a **sample** of how to prepare a cost proposal for a Unit of Service Procured. The process to establish the Value of the Unit of Service must be fully supported in Section III. B., below. If the Contractor receives funding from another source toward the cost of a service, the Unit Value paid (or credited) by the City of Sunland Park must be reduced by the amount of that other funding. As applicable, the Contractor must certify that it receives no other funding for a particular service.*

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 subject to negotiation and adjustment by the City of Sunland Park in any future contract(s).

DELETE all items in blue as you complete the chart below

A. COMPLETE THE INFORMATION FOR EACH SERVICE / ITEM TO BE PROVIDED BY THE CONTRACTOR:

Service Description (List each Service from Attachment A, II. A. items)	Unit Value of Service per _____	Units of Service to Be Provided	Total Annual Contract
<i>1. Item # 1 from Attachment A, Section II, A.</i>	<i>\$ ____ per ____</i>	<i># Units</i>	<i>\$ ____ per ____ X of Units = \$ Total</i>
<i>2. Item # 2 from Attachment A, Section II, A.</i>	<i>\$ ____ per ____</i>	<i># Units</i>	<i>\$ ____ per ____ X of Units = \$ Total</i>
TOTAL ANNUAL CONTRACT AMOUNT			\$ _____

B. JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.

Provide an explanation of how the Unit Value of Service was established for each of the Service Items above. Justification examples include, but are not limited to a) Quotes from other vendors for same service, b) Historical Data, c) Documented Labor Market Wage rate information, d) Other - please explain, and e) First year only, valuation based on Contractor budgeted cost to deliver this service in combination with market analysis.

DELETE all Sample items in blue as you complete the chart below

Service Description (List each Service)	Justification for Unit of Service Valuation
<i>1. Item # 1 from Attachment A, Section II, A.</i>	<i>1. A market evaluation from 4 providers in S. NM was conducted and the proposed Unit of Service Valuation reflects an average rate from those 4 providers. (List the providers surveyed)</i>
<i>2. Item # 2 from Attachment A, Section II, A.</i>	<i>2. Medicaid rates for a standard series of 3 visits during a year, new, returning and typical tests were totaled and averaged to achieve the proposed Average Medicaid Rate per Medical visit.</i>

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)

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): _____

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 or 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:

ATTACHMENT G
INSURANCE CERTIFICATES
(Attach certificates, as required behind this page)

See Attachment A. I. for requirements

ATTACHMENT H

Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:

- 1. Current Business License - Required**
- 2. Key Staff Curricula Vitae / Resumes - Required**
- 3. Professional Registrations**
- 4. Professional Licenses - Required**

**ATTACHMENT I
ATTACH PROCUREMENT DOCUMENTATION**

Check One

- _____ **Professional Service Determination** (Purchasing Issues)
- _____ **Sole Source Determination** (Purchasing Issues)
- _____ **Written Quotes** (Department Provides)
- _____ **RFP #** (See Page 1 Section I)
- _____ **Bid #** (See Page 1, Section I)
- _____ **Other** (Specify and attach documentation such as GSA Contract, CES, WSCA, etc.)

ATTACHMENT J - OTHER