

Project Manual
Contract Documents and Specifications

City of Raton

**3/4 Ton Pickup Truck Purchase
Public Works and Raton Water Works
Request for Sealed Bids**

October 2019



Contracting Agency

**THE CITY OF RATON
224 SAVAGE AVENUE
POST OFFICE BOX 910
RATON, NEW MEXICO 87740**

NOTICE OF INVITATION FOR BID

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton, New Mexico for the purchase of up to four 2019 or newer ¾ ton extended cab pickup trucks and / or four 2019 or newer ¾ ton crew cab pickup trucks.

Sealed bids will be received at the Office of the City Clerk, located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton, New Mexico 87740. Bids are due by Wednesday November 20, 2019 at 3:00 PM. All interested parties are invited to attend. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Copies of the bid documents are available for download on the City's website www.ratonNm.gov or by contacting City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at mantonucci@cityofraton.com.

Raton City Clerk/Chief Procurement Officer: Michael Anne Antonucci
Date: October 18, 2019

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS AND TERMS

Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in General, Supplementary and other Conditions have the meanings assigned in those documents.

- 1.1 **Addendum:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
- 1.2 **Base Bid:** Amount stated in the Bid as the sum for which the Bidder offers to provide the specified equipment, excluding applicable taxes.
- 1.3 **Bid:** The offer of the Bidder submitted on the prescribed form setting forth the prices for the specified equipment to be provided in conformance with the Bidding Documents.
- 1.4 **Bidder:** One who submits a Bid directly to the Owner, as distinct from a subcontractor, who submits a bid to a contractor.
- 1.5 **Bidding Documents:** The Bidding Requirements and the Contract Documents.
- 1.6 **Bidding Requirements:** Notice of Invitation for Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
- 1.7 **Invitation for Bid (IFB):** All documents, including those attached or incorporated by reference, utilized for soliciting sealed bids (§13-1-64 NMSA 1978).
- 1.8 **Responsible Bidder:** A Bidder who submits a Responsive Bid 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 specified equipment described in the Invitation for Bid (§13-1-82 NMSA 1978).
- 1.9 **Responsive Bid:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid (§13-1-84 NMSA 1978).

- 1.10 **Successful Bidder:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the Vendor until an agreement is signed with the Owner.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Contract, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Procurement.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation for Bid may be obtained from the Purchasing Agent or his designee (unless another issuing office is designated in the IFB).
- 3.1.2 **Complete** sets of Bidding Documents shall be used in preparing Bids; the Owner shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Owner in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be

4.2 BID SECURITY

[NOT USED]

4.3 PREBID CONFERENCE

4.3.1 [NOT USED]

4.3.2 Prospective Bidders and Vendors are encouraged to request clarification of the Bidding Documents. The failure of a Bidder or Vendor to request clarification shall be interpreted to mean that the Bidding Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 [NOT USED]

4.5 [NOT USED]

4.6 SUBMISSION OF BIDS

4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder. The following shall be submitted with and included as part of the bid forms provided or as otherwise described herein:

Bid Proposal Form and Itemized Bid Form
Signed, sealed and attested.

4.6.2 The envelope shall be addressed to the:
CLERK/ TREASURER, CITY OF RATON
as addressed on the Bid Form. The following information shall be provided on the front lower left corner of the Bid envelope:
Date of bid opening, and time of opening.
The sealed envelope shall have the notation
"SEALED BIDS ENCLOSED FOR ¾ Ton Truck Purchase on the face thereof.

4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the Purchasing Agent's office, including those Bids submitted by mail. Hand-delivered Bids shall be submitted to the Purchasing Agent or his designee and will be clocked in at the

time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, electronic, digital, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 [NOT USED]

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid nonresponsive may be permitted to withdraw his Bid if: (A) The mistake is clearly evident on the face of the Bid Document; or (B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid Security will not be forfeited (§13-1-106 NMSA 1978).

4.7 [NOT USED]

4.8 NOTICE OF CONTRACT REQUIREMENTS
BINDING ON BIDDER

4.8.1 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the Conditions of the Procurement (General, Supplementary, and other Conditions) dealing with federal, state and local requirements which are a part of these Bidding and Contract Documents.

4.8.2 Laws and Regulations: The Bidder's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the procurement, and will be deemed to be included in Contract documents the same as though herein written out in full.

entered into. The applicable gross receipt tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract (§13-1-108 NMSA 1978).

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the Bid and related documents by the Owner with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low bid, the Purchasing Agent or the Owner may: (A) Award pursuant to the multiple source award provisions of §13-1-153 and §13-1-154 NMSA 1978; (B) Award by lottery to one of the identical low Bidders; (C) Reject all Bids and re-solicit Bids for the required construction (§13-1-110 NMSA 1978).

Note: Identical Bids for Resident Contractors or Resident Manufacturers are not allowed under federal funding regulations.

5.5 CANCELLATION OF AWARD

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without liability against the Owner.

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO OWNER

Within seven (7) days after Notice of Award, the following shall be submitted to Owner: (A) The required bonds and certificates of insurance; (B) The requirements under subparagraph 4.5.6; and (C) A brief resume of the successful bidder's Superintendent.

6.2 RETURN OF BID SECURITY

All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of the contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid

Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the Purchasing Agent after the Notice of Award is sent by the Owner.

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, within fifteen (15) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within thirty (30) days following receipt from the Bidder of the signed Contract, with Bonds and Certificates, the Bidder shall have the right to withdraw his bid without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the successful Vendor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract within fifteen (15) calendar days after the date of the Notice of Award shall be "**just cause**" for the cancellation of the award. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the equipment described in the Bidding Documents (§13-1-82 NMSA 1978).

BID PROPOSAL FORM

Project: City of Raton Public Works/ Raton Water Works Pickup Truck Purchase

Bid Submission

Deadline: November 20, 2019 No Later Than 3:00 PM

Bid submitted to: The City of Raton
Post Office Box 910
224 Savage Avenue
Raton, New Mexico 87740

Bid Schedule:

A	B	C	D	E
Item No.	Description	Units	Estimated Quantity	Amount Bid
1.	¾ Ton Extended Cab Truck	Each	Up to 4	\$ _____ For Each Truck
Price Per Truck Written in Words				
2,	¾ Ton Crew Cab Truck	Each	Up to 4	\$ _____ For Each Truck
Price Per Truck Written in Words				

Delivery Date: _____

Note – The Amount bid must include any and all taxes, delivery fees, handling fees, etc and will be the amount that the purchase order will be issued for.

As further consideration for the award of the contract, the undersigned agrees to the following terms, conditions and acknowledgements:

- A. The City of Raton reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed to be in the best interest of City of Raton. Any bid submitted will be binding for 90 days after the date of the bid opening.
- B. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
- C. It is expressly understood by the bidders that written notice of award by the City of Raton will constitute an agreement by the City of Raton to complete the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
- D. The bidder shall submit the required form and supply all the information as indicated on the Bid Form. The price shown herein shall constitute the full cost including all factors whatsoever, excluding applicable taxes but including delivery and training. Any bid not submitted on such forms provided will be considered unresponsive.
- E. Each proposal shall specify a delivery time. Time of delivery to Raton, New Mexico will be a factor along with quality, cost, etc. in consideration of award of the bid.
- F. The Bidder has examined the project documents, details, bid quantities, terms and conditions of the proposed Agreement and is satisfied to conditions, regulations and requirements that may affect cost, progress and performance of the procurement. The Contractor does not consider additional examination, investigation or data necessary for performance of the procurement at contract unit prices, in accordance with terms and conditions of the Contract Documents, and within stated contract times. Bidder agrees that Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions and requirements for performance and furnishing of the procurement.
- G. City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified New Mexico Resident Contractor and NMSA 13-1-21/ 13-1-22 regarding Certified Veterans Preference in this procurement.
- H. The City of Raton will make the final determination on the number and type of truck purchased after prices are submitted. The number and types of trucks purchased may be a combination of extended cabs and crew cabs to fit within the available budget.

Bidder acknowledges receipt of the addenda: _____

Dated this _____ Day of _____, 2019

Respectfully Submitted:

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

Vendor's Federal I.D. Number: _____

ATTEST: _____

Secretary
(If Applicable)

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:

Mayor – James Neil Segotta
Mayor Pro Tem – Linde’ Schuster
Commissioner – Ronald Chavez
Commissioner – Donald Giacomo
Commissioner – Lori Chatterley
Municipal Judge – Roy Manfredi

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SPECIFICATIONS
¾ Ton Extended Cab Trucks

1. GENERAL

This specification is to set forth the specific requirements for up to four (2) 2019 or 2020 base model, four wheel drive ¾ Ton, extended cab, long wheel base Pick Up trucks. All equipment and material supplied shall be new and the manufacturers model in current production; the vehicle shall not have been used for demonstration purposes. The vehicle as bid shall meet or exceed any and all specifications described herein.

The bidder shall provide descriptive literature on all items provided along with detailed and complete listings by model and option numbers.

If it is necessary to bid alternate equipment or to take exception as set forth, this must be so stated in bid proposal.

Any variations from the specifications or required options must be clearly indicated and explained, and the final decision of acceptance or rejection is that of the City of Raton.

2. STANDARD FEATURES

All Standard Equipment

Clarification of Standard Equipment:

- Four Wheel Drive
- Air Conditioner Factory Installed
- Brakes – Power, Anti-Lock
- Bumper – Heavy duty rear step bumper
- Gross Vehicle Weight Rating 8600 lbs
- Provide with Gas Engine minimum 360 Hp and 380 Torque
- Solid Exterior Paint – White
- Heavy Duty Automatic Transmission
- 2 ignition keys
- Tilt wheel / cruise control
- Factory skid plates
- Bed- Long Wide
- Seats – Front dual reclining split bench, rear manufactured standard
- Standard factory tint all around
- Wheelbase 155”
- Snow plow prep package

3. WARRANTY

Bidders must include a statement of warranty with the bid.

Manufacturer shall provide a minimum Basic Warranty of 3 years / 36,000 miles. The basic warranty shall apply to all parts and equipment on vehicle that fail during normal use due to manufacturing defect in factory-supplied materials or factory workmanship.

Additionally, the manufacturer shall provide a Powertrain Warranty of 5 years / 60,000 miles that applies to the engine, transmission, four-wheel drive.

4. DELIVERY AND ACCEPTANCE

Successful bidder shall deliver the vehicle to Owner's location in Raton, New Mexico, no later than 90 days following award. Upon delivery, the City of Raton shall complete final inspection and acceptance. Until acceptance, protection and insurance shall remain the responsibility of the Bidder. If upon inspection the vehicle is found to be defective or fails to meet the specifications, the Bidder shall remedy or remove and replace the vehicle in an acceptable manner at the Bidder's expense.

Full payment shall be provided by the Owner to the Vendor at the time of delivery of the ordered vehicle, and upon acceptance of the vehicle by the Owner.

5. TERMS AND CONDITIONS

When the City of Raton issues a Purchase Order in response to the Vendor's bid, a binding contract is created.

The order, interest in the order or claim thereunder, shall not be assigned or transferred by the Vendor, unless expressly authorized in writing by the Owner. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

The Vendor shall submit a duly certified invoice to the Owner which shall include an order number, description of equipment supplied, and price.

The Owner reserves the right to cancel this order without cost to the Owner if the Vendor fails to meet the provisions of this order and to hold the Vendor liable for any excess costs incurred by the Owner due to the Vendor's default. The Vendor shall not be liable for excess costs if failure to perform the order arises without fault or negligence of the Vendor.

To the extent permissible under each party's respective policies of insurance, each party shall indemnify and hold harmless the other party, and its shareholders, directors, officers, employees and agents, from and against all damages, costs, expenses, liabilities, claims, demands, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which either party might be liable, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party and its shareholders, directors, officers employees and agents.

SPECIFICATIONS

¾ Ton Crew Cab (4 door) Trucks

6. GENERAL

This specification is to set forth the specific requirements for up to four (2) 2019 or 2020 base model, four wheel drive ¾ Ton, Crew Cab (4 door), long wheel base Pick Up trucks. All equipment and material supplied shall be new and the manufacturers model in current production; the vehicle shall not have been used for demonstration purposes. The vehicle as bid shall meet or exceed any and all specifications described herein.

The bidder shall provide descriptive literature on all items provided along with detailed and complete listings by model and option numbers.

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- Provide with Gas Engine minimum 360 Hp and 380 Torque
- Solid Exterior Paint – White
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- Tilt wheel / cruise control

- Factory skid plates
- Bed- Long Wide
- Seats – Front dual reclining split bench, rear manufactured standard
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- Wheelbase 155"
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The Vendor shall submit a duly certified invoice to the Owner which shall include an order number, description of equipment supplied, and price.

The Owner reserves the right to cancel this order without cost to the Owner if the Vendor fails to meet the provisions of this order and to hold the Vendor liable for any excess costs incurred by the Owner due to the Vendor's default. The Vendor shall not be liable for excess costs if failure to perform the order arises without fault or negligence of the Vendor.

To the extent permissible under each party's respective policies of insurance, each party shall indemnify and hold harmless the other party, and its shareholders, directors, officers, employees and agents, from and against all damages, costs, expenses, liabilities, claims, demands, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which either party might be liable, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party and its shareholders, directors, officers employees and agents.

END OF SPECIFICATIONS