



# TOWN OF TAOS

BID SPECIFICATIONS  
FOR

BID 17-18-06

## **MAINTENANCE MATERIAL, INDEFINITE QUANTITY MULTI-TERM CONTRACT**

### BID DUE DATE

DATE: March 1, 2018

TIME: 2:00 PM Local Time

LOCATION: Purchasing Office,  
Town Hall Room 202  
400 Camino de la Placita,  
Taos, New Mexico  
87571

MAYOR

Daniel Barrone

Council Members:

Judith Cantu

Nathaniel Evans

Darien Fernandez

George "Fritz" Hahn

**ACKNOWLEDGMENT OF RECEIPT OF BID**

**Formal Bid No. 17-18-06**

**Maintenance Material, Indefinite  
Quantity Multi-term Contract**

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of **twenty (21)** pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on February 21, 2018. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the Town's written responses to those questions as well as Bid Amendments, if any are issued.**

FIRM **DOES DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The above name and address will be used for all correspondence related to the Formal Bid.

Return this form by fax or email to:

Town of Taos Purchasing Office  
Sharon Voigt  
400 Camino de la Placita, Room 202  
Taos, New Mexico 87571  
(575) 751-2025  
(575) 751-2026 Fax  
Email: [svoigt@taosgov.com](mailto:svoigt@taosgov.com)

**Please return this form no later than February 21, 2018**

## GENERAL CONDITIONS

### FORMAL BID NO. 17-18-06

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the Town of Taos Purchasing Office, Municipal Building, 400 Camino de la Placita Room 202, Taos, NM 87571 prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms furnished by the Town of Taos. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill- in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted by the Town of Taos **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Municipal Building, 400 Camino de la Placita Room 109, Taos, NM 87571.

**BID OPENING DATE AND TIME:** Bids shall be received until **March 1, 2018** at 2:00 P.M. local time.

**MAILING:** If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the Town if the Bid is misplaced or lost.

**Please return one original set of the Invitation to Bid packages to the Purchasing Office.**

**SPECIFICATIONS:** Specifications, as included in this Bid, are intended to indicate the requirements of the Town of Taos and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR DEVIATIONS OR IRREGULARITIES:** The Town reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The Town will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The Town will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations. The acceptance or rejection of equivalents shall be determined solely by the Town of Taos.

**NEW EQUIPMENT:** Unless otherwise stated all goods or material must be new and the latest in production.

**WARRANTY:** Offeror agrees that all Manufacturer's Warranties shall inure to the benefit of the Town and all rights and remedies provided in such warranties shall extend to the Town.

**MODIFICATIONS:** The Town reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The Town will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the Town unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to

provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled exceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**STANDARD OF QUALITY:** The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. The Town shall be the sole entity to determine acceptance or non-acceptance of equivalents.

**COMPETENCY OF BIDDER:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate Town staff.

**DELIVERY:** Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the Town of Taos reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach.

**NON-CONFORMING MATERIAL:** If the Town of Taos issues a Purchase Order and upon receipt the material does not meet the Specifications, the Town will return the material Freight Collect, and at its option cancel the order and recover from the vendor any damages suffered.

**BILLING:** All goods or services must be billed to the Town of Taos and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Office immediately.

**PRICE LISTS AND CATALOGS:** If an acceptable website is not available the vendor will be required to supply as many catalogs and price sheets as the Town's request at no charge. Vendor(s) will be allowed to introduce new price lists as they are issued by the manufacturer.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the Town with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the Town, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the Town shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**F.O.B. POINT:** All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. Town of Taos Ordinances and State Law do not allow the Town to own tangible goods or pay for services prior to receiving said goods or prior to service being rendered.

**PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for 45 days from the date of the Bid

Opening and subject to acceptance by the Town of Taos within that period. Acceptance period may be extended with the mutual agreement of the Town and the Bidder.

**PERMITS AND LICENSES:** Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees. Bidders are notified that a Town of Taos business license is required.

**CANCELLATION:** The Town reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The Town shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the Town shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

**RESIDENT PREFERENCE AND RESIDENT BUSINESS PREFERENCE:** The State of New Mexico grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov), select "Businesses" and click on "In-State/Veteran Preference Certification".

The applicable State of New Mexico Resident Bidder's or Veteran's Preference will be factored into bid prices where applicable. However, preferences are not cumulative and a bidder will receive only one preference

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

**CONTACT INFORMATION:** Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed **in writing** to Sharon Voigt, Chief Procurement Officer, 400 Camino de la Placita Room 202, Taos, New Mexico 87571; Telephone: (575) 751-2025; Facsimile: (575) 751-2026; Email: [svoigt@taosgov.com](mailto:svoigt@taosgov.com) who shall be the sole point of contact for this bid. Questions submitted less than 10 days prior to bid opening, or after **February 19, 2018** may not be addressed.

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest and any supporting documentation, and the relief requested.

**AWARD:** The award, if made, shall be made to the responsible Bidder(s) submitting a responsive Bid that is most advantageous to the public.

The Town reserves the right to reject any or all Bids. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the Town.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the Town will prevent or hinder the prompt completion of additional work if awarded.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE TOWN OF TAOS RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE TOWN.

**SUPPLEMENTAL TERMS AND CONDITIONS**  
FORMAL BID NO. 17-18-06

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the Bid whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Code and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**TAXES:** All bid prices shall be quoted EXCLUSIVE of taxes.

**CONTRACT TERM:** This is an indefinite quantity contract of one year(s) duration from date of acceptance through **June 30, 2018**, and shall automatically renew for four (4) additional One (1) year period through **June 30, 2022** unless sooner terminated in accordance with the terms of this bid. If a qualified bidder is unable to fulfill an order the Town reserves the right to cancel the request and order from the next bidder. The Town may obtain quotes from awarded vendor (s) if it is deemed in the best interest of the Town

**QUANTITIES:** This is an indefinite quantity contract from which the Town may place orders on an as needed basis. Quantities listed are estimates of the Town's needs on an annual basis. Actual usage may vary. The Town does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by the Town.

**EXISTING AGREEMENT:** Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the Town of Taos accepts no responsibility for other entities.

**ACKNOWLEDGEMENT OF RECEIPT:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **February 21, 2018**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the Town's written responses to those questions as well as copies of Amendments, if any are issued.**

**AWARD OF CONTRACT - MULTIPLE AWARDS:** The Town reserves the right to make multiple awards as a result of this request if doing so may be advantageous to the Town. Multiple awards may be given to Bidders based on discounts offered on the bid. If a qualified bidder is unable to fulfill an order the Town reserves the right to cancel the request and order from the next bidder or at the discretion of town staff.

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the Town of Taos website, <http://www.taosgov.com/finance/solicitation.php>, by calling (575) 751-2025 or visiting the Purchasing Office at 400 Camino de la Placita Room 202, Taos, NM 87571.

The Town of Taos will notify vendors of record of amendments/addenda that are issued. If you are not a vendor of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

## TOWN OF TAOS

### FORMAL BID NO. 17-18-06

#### ADDITIONAL TERMS AND CONDITIONS

1. GENERAL. When the Town of Taos Purchasing Office issues a purchase document in response to the Vendors bid, a binding contract is created.

2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms furnished by Town of Taos. Bidders are requested to provide one (1) original and one (1) copy of the Bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The Town will not be liable for any costs incurred by the bidder in responding to this solicitation.

3. DEBARRED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of .13-1-177 through .13-1-180, and .13-4-11 through .13-4-17 NMSA 1978 as amended, shall not be permitted to do business with Town of Taos and shall not be considered for award of the contract during the period for which it is debarred or suspended.

#### 4. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the Town of Taos Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the Town of Taos as to goods, services, and materials purchased in connection with this bid are hereby assigned to the Town of Taos.

5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The Town of Taos Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. LIABILITY. The Vendor agrees that Town of Taos shall not be held liable for any costs incurred in preparation of this bid.

9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.

10. DEFAULT. The Town of Taos reserves the right to cancel all or any part of this order without cost to the Town of Taos, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein,



to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the Town of Taos shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the Town of Taos provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-COLLUSION. In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the Town of Taos Procurement Administrator.

12. NON-DISCRIMINATION. Vendors doing business with Town of Taos must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev.,1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. METHOD OF AWARD. A multiple source award contract may be awarded. Town of Taos reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the Town of Taos.

14. RIGHT TO DISCONTINUE PROCUREMENT. The Town of Taos reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the Town of Taos. This in no manner obligates the Town of Taos or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

15. F.O.B. POINT: All material shall be quoted F.O.B. DESTINATION, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non- responsive. Town of Taos Ordinances and State Law do not allow the Town to own tangible goods or services prior to receiving said goods or prior to service being rendered.

16. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. SPECIAL INSTRUCTIONS. A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for Forty-Five (45) days after bid opening.

18. EXISTING AGREEMENT. Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

## **SPECIAL TERMS AND CONDITIONS:**

### **1A. LAWS / CODES / STANDARDS / REGULATIONS:**

Contractor will be responsible for complying with all applicable local, state and federal regulations regarding transportation of materials, as well as all fees, permits and/or authorization required for delivery. Contractor will provide all supervision of employees required and be responsible for maintenance, insurance, mileage, fuel, permits, licenses, etc. required for the operation of the vehicles or equipment used for transportation. These requirements and all associated costs for providing the services shall be included in the bid price.

Equipment and services supplied under this solicitation shall meet and comply will all current applicable Federal, State, and local laws, codes, standards, and regulations, and applicable industry safety standards and requirements.

The Contractor shall be properly licensed and qualified to furnish services and to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. Contractor shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

### **1B. INDEPENDENT CONTRACTOR:**

The bidder awarded a agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the Town of Taos and are not employees of the Town of Taos. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of Town of Taos vehicles or any other benefits afforded to employees of the Town of Taos. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

### **1C. INDEMNITY:**

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the Town of Taos, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Town of Taos, or the agents or employees of the Town of Taos, or the giving of or the failure to give directions or instructions by the Town of Taos, or the agents or employees of the Town of Taos, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

### **1D. TERMINATION OF CONTRACT:**

In the event of a breach on any provision of the Agreement, the Town of Taos shall notify the Contractor of the fault within a reasonable time. If the Contractor fails to cure the breach or make other arrangements satisfactory to the Town of Taos, the Town of Taos may immediately terminate the Price Agreement or take other steps, as it deems necessary. Safety related items must be corrected within twenty-four (24) hours. The Contractor shall

pay the Town of Taos all costs and expenses, including reasonable attorney's fees incurred by the Town of Taos, in exercising any of its rights or remedies in connection with enforcement of the Agreement.

The Town of Taos may terminate this Agreement for Convenience at any time, without penalty of any kind, by giving notice in writing to the Contractor. Said termination shall not nullify any payments due contractor for costs and work completed incurred through the date of termination.

#### 1E APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the Town of Taos for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Town of Taos, this Agreement shall terminate upon written notice being given by the Town to the Contractor. The Town's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 1F. GOVERNING LAW.

The contract awarded to a Contractor as a result of this solicitation shall be governed in accordance with the laws of the State of New Mexico and the Town of Taos Ordinances.

**SCOPE OF WORK  
FORMAL BID NO. 17-18-06**

**This is a solicitation to secure a Price Agreement for an indefinite quantity multi-term contract for maintenance materials and hardware items. It is the intent of the Town to award this bid to qualified bidders from which Town employees may purchase daily requirements on an as needed basis. A multiple source award may be made based on the discount pricing submitted.**

**The Town may choose to obtain quotes, or solicit bids whenever it is deemed in the best interests of the Town.**

**TOWN OF TAOS MAINTENANCE  
MATERIAL CATEGORIES  
FORMAL BID NO. 17-18-06**

The following list is indicative of the materials included in each Category.

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**Category 1: Building Materials**

Lumber (dimensional and timber), plywood, millwork, roofing materials, siding, trim, molding, fencing, decking, gates, drywall, gutters, Celotex, Insulation Board, Side Molding, Flooring (carpet, VCT tile, hardwood flooring, sheet goods), Windows and Doors, ceiling tile, adhesives and grout, Veneer sheets, Paneling, hardwood, trim, shelving, rain gutters, insulation, carpet, VCT tile, hardwood flooring, sheet goods, plastic laminate, windows, glass, doors, ceiling tile, adhesives, grout, cinder block, concrete block, cap block and including all ancillary supplies, tools and components.

**Category 2: Hardware:**

Fasteners (nuts/bolts, screws, washers, rivets, nails) , builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, sign cabinet hardware, mail boxes. Safes, drop boxes, weatherization products, and all ancillary supplies, tools and components.

**Category 3: Paints & Coatings:**

All types of paint and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, glues & adhesives and all ancillary supplies, tools and components.

**Category 4: Electrical & Lighting:**

Wire, conduit, junction boxes, ballasts, fuses, light fixtures, bulbs, switches, extension cords, power strips, plugs, connectors, outdoor lighting, timers, chimes, portable generators and all ancillary supplies, tools and components.

**Category 5: Plumbing and HVAC:**

Equipment, plumbing parts, plumbers tools, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers and shower doors, faucets, water conditioning and water dispensing equipment, sumps and utility pumps, HVAC equipment, package HVAC units, evaporative coolers, tools & parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, humidifiers, ceiling fans, ventilation, fireplaces & stoves, registers and all ancillary supplies, tools and components.

**Category 6: Masonry Materials:**

Bagged Goods (Cement, Mortar, Commercial Lime, sand, stucco, plaster, asphalt), mesh, rebar and reinforcing rod Road Mesh, and all ancillary supplies, tools and components.

**Category 7: Tools. General Purpose. Hand Held:**

Hand held electric, battery, or pneumatic tools including accessories, automotive type tools, testing & measuring tools, carts and hand trucks, tool cabinets, ladders, work benches, welding equipment and all ancillary supplies, tools and components.

**Category 8: Tools. Machine Type:**

Electric or gas operated, mobile or stationary, bench or floor mounted such as table saws, grinders, vises and clamps, shop vacs and floor polishers, cement mixers and ancillary equipment and supplies.

**Category 9: Motors/Pumps:**

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

**Category 10: Industrial Products/Services:**

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repaid, gearbox repaid, rubber services, conveyor systems, and other industrial products and services.

**Category 11: Landscaping Equipment and Supplies:**

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation, equipment and supplies and all ancillary supplies, tools and components.

**Category 12: Janitorial Supplies:**

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

**Category 13: Flooring and Window Coverings:**

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base, blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools and components.

**Category 14: Miscellaneous:**

Kitchen & bath cabinets and vanities, appliances and all other supplies or materials not specifically covered or otherwise classified (e.g. shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, packaging supplies, electrical or lighting supplies). Vendor may choose to define specific categories and discounts for these items.

**TOWN OF TAOS**

**BID PROPOSAL**

Please indicate the Fixed Percentage Discount from Retail Pricing offered for each category of materials. See Pages 16-17 for a description of each category.

| <b>Category No.</b> | <b>Description</b>                       |  |  | <b>Fixed Percent Discount from Retail</b> |  |
|---------------------|--|--|--|---|--|
| <b>1.</b>           | <b>BUILDING MATERIALS</b>                |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>2.</b>           | <b>HARDWARE</b>                          |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>3.</b>           | <b>PAINTS &amp; COATINGS</b>             |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>4.</b>           | <b>ELECTRICAL &amp; LIGHTING</b>         |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>5.</b>           | <b>PLUMBING &amp; HVAC</b>               |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>6.</b>           | <b>MASONRY MATERIALS</b>                 |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>7.</b>           | <b>TOOLS, GENERAL PURPOSE, HAND HELD</b> |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>8.</b>           | <b>TOOLS, MACHINE TYPE</b>               |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>9.</b>           | <b>MOTORS/PUMPS</b>                      |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
| <b>10.</b>          | <b>INDUSTRIAL PRODUCTS/SERVICES</b>      |  |  | <b>%</b>                                  |  |
|                     |  |  |  |   |  |
|                     |  |  |  |   |  |

| Category No. | Description                        |  |  | Fixed Percent Discount from Retail |  |
|--------------|------------------------------------|--|--|------------------------------------|--|
| 11.          | LANDSCAPING EQUIPMENT AND SUPPLIES |  |  | %                                  |  |
|              |                                    |  |  |                                    |  |
| 12.          | JANITORIAL SUPPLIES                |  |  | %                                  |  |
|              |                                    |  |  |                                    |  |
| 13.          | FLOORING AND WINDOW COVERINGS      |  |  | %                                  |  |
|              |                                    |  |  |                                    |  |
| 14.          | MISCELLANEOUS                      |  |  | %                                  |  |
|              |                                    |  |  |                                    |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  | %                                  |  |
|              |                                    |  |  |                                    |  |



**TAXES:** All bid prices shall exclude taxes. The Town will pay any applicable taxes due at the applicable tax rate based upon billing submitted by the Vendor. Taxes shall be shown as a separate line item on Vendor's invoices. The Town is non-taxable on tangible goods.

Company Name: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Address: \_\_\_\_\_

F.O.B.: **DESTINATION**

Delivery ARO: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name Printed or Typed

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature

**AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:**

|               |    |            |                 |
|---------------|----|------------|-----------------|
| AMENDMENT No. | __ | Date _____ | Initials: _____ |
| AMENDMENT No. | __ | Date _____ | Initials: _____ |
| AMENDMENT No. | __ | Date _____ | Initials: _____ |
| AMENDMENT No. | __ | Date _____ | Initials: _____ |
| AMENDMENT No. | __ | Date _____ | Initials: _____ |

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

- Bidders **MUST** include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid)
- Bid Proposal, Pages 16-17
- Acknowledge Receipt of Amendments (if any), Page 18
- Exceptions to Specifications, Page 19
- Campaign Disclosure Form, Page 20-21
- Retail Price List or Catalog

**EXCEPTIONS TO SPECIFICATIONS**

TOWN OF TAOS  
PURCHASING OFFICE

**FORMAL BID NO. 17-18-06**

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW. ATTACH ADDITIONAL PAGES AS NECESSARY.

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IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE TOWN OF TAOS MAY DISREGARD YOUR BID.

SIGNED: \_\_\_\_\_  
I DO MEET SPECIFICATIONS

\_\_\_\_\_  
I DO NOT MEET SPECIFICATIONS AS LISTED IN THIS BID; EXCEPTIONS ARE NOTED ABOVE

**(SIGN ONE OF THE ABOVE)**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. 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 representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY AND PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAD 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 either 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 un-reimbursed 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.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services or construction

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who 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 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.

**DISCLOSURE OF CONTRIBUTIONS** applies to contributions made to the following Public Officials:  
**DANIEL R. BARRONE, MAYOR**

**COUNCIL MEMBERS:**

**JUDITH Y. CANTU**

**DARIEN D. FERNANDEZ**

**NATHANIEL EVANS**

**GEORGE “FRITZ” HAHN**

Contribution made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) made: \_\_\_\_\_

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

***OR***

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)