



TOWN OF TAOS

FACILITIES SERVICES DEPARTMENT

Invitation to Bid

FOR

BID # 18-19-06

MECHANICAL, ELECTRICAL & PLUMBING (MEP)
SERVICES

BID DUE DATE

DAY/DATE: Tuesday, June 18, 2019

TIME: 4:00 PM Local Time

LOCATION: Purchasing Office

ROOM 202 Town Hall

400 Camino de la Placita

Taos N.M.

87571

MAYOR

Daniel Barrone

COUNCIL MEMBERS

Nathaniel Evans

Darien Fernandez

George "Fritz" Hahn

Pascualito M. Maestas

LEGAL NOTICE

Notice is hereby given that the Town of Taos calls for Sealed Bids for:

ITB Bid # 18-19-06
**MECHANICAL (HVAC), ELECTRICAL & PLUMBING
(MEP) MAINTENANCE SERVICES**

Interested parties may secure a copy of the Request for Bids and any amendments if applicable from:

Sharon Voigt, Procurement Officer
Town of Taos
400 Camino de la Placita
Taos, NM 87571
(575) 751-2025

Or at <https://www.taosgov.com/200/Purchasing> You must contact the Purchasing Office @ (575) 751-2025 to be included in the spec-holder list in order to receive amendments to this request if applicable.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

Sealed Bids must be received by the Town of Taos Chief Procurement Officer, at the Purchasing Office, Taos Town Hall Room 202, 400 Camino de la Placita, Taos, New Mexico 87571 no later than **4:00 PM Local Time Tuesday June 18, 2019** at which time the bids will be publicly opened in Room 109 of Town Hall at 400 Camino de la Placita, Taos, NM 87571 and then be read aloud.

As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Taos reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so, and to waive all technical irregularities not involving price, quality or quantity of construction, services or materials.

By Order of the Governing Body
Town of Taos
Sharon Voigt,
Procurement Officer
(575) 751-2025

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classads@taosnews.com

ITB # 18-19-06 MECHANICAL (HVAC), ELECTRICAL & PLUMBING (MEP)
SERVICES

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INVITATION TO BID

TOWN OF TAOS

PROJECT: ITB # 18-19-06

MECHANICAL (HVAC), ELECTRICAL & PLUMBING SERVICES FOR TOWN OF TAOS OWNED BUILDINGS

PURPOSE

The Town of Taos (Town) seeks to establish a Contract with one or more qualified Contractors licensed by the State of New Mexico to perform repairs, installation, maintenance, troubleshooting, and related services for Town-owned facilities.

The Contract will be utilized by the Facilities and Event Services and Public Works Departments. The Town reserves the right to add or remove Town departments or facilities at the Town's discretion. All repairs and related services will be requested on an as needed basis.

SPECIFICATION / DESCRIPTION

The successful Contractor(s) will provide mechanical maintenance; electrical maintenance; plumbing maintenance and/or construction to existing mechanical systems, electrical systems and or plumbing systems as required by the Town of Taos for its' buildings. See INSTRUCTION to BIDDERS - SPECIAL CONDITIONS OR REQUIREMENTS. The town is considering awarding to multiple vendors 1. Mechanical (HVAC), 2. Electrical or 3. Plumbing as per the requirements set forth below.

REQUIREMENTS:

- Mechanical/Electrical/Plumbing Contractor (referred to as contractor(s) shall respond immediately on emergency basis).
- On non-emergency basis the contractor(s) shall respond within two hours of being notified.
- The owner reserves the right to obtain services elsewhere if contractor fails to comply with the terms of this agreement.
- Owner will require a written estimate prior to work being performed, at no additional cost, for any maintenance work expected to exceed \$1000 or more.
- A member of the Facilities Services staff shall inspect all work performed by the contractor.
- All invoices must be submitted to the applicable Department Head upon completion of work.
- Supplies, equipment, materials, plant labor, and all operations required for completing the maintenance and repair shall be provided by the contractor as per bid.

NOTE: The owner at its option reserves the right to furnish the equipment and or materials required.

BIDDER QUALIFICATIONS

- A) **Contractor's License: Bidders must have a New Mexico Contractor's license in one of the following classifications: EE-98, MM-98, or other classifications satisfactory to the Town of Taos.**

BIDDING:

Sealed bids must be received by the Chief Procurement Officer, Sharon Voigt, at the Purchasing Office, Room 202, Town Hall, 400 Camino de la Placita, Taos, NM no later than 4:00PM (local time), on Tuesday, June 18, 2019. **Any bid received after 4:00PM will be returned unopened.**

INSTRUCTIONS to BIDDERS

SPECIAL CONDITIONS OR REQUIREMENTS

The Town of Taos reserves the right to accept all or partial bids, and may award the bid to one or more vendors. In the event that the low bidder is unable to provide the services specified within the time specified in this bid, the Town of Taos reserves the right to purchase the services specified in this bid from the next lowest bidder and so on. The Town of Taos reserves the option to renew this price agreement for three (3) additional years upon mutual agreement of the contractor(s) and dependent upon appropriated funds. Term of this contract will not exceed 48 months (or 4 years) from original contract date. The Town of Taos may or may not award all items listed in this bid.

In-State Preference

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, are required to obtain a preference number with the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the bid opening date.

For additional information please call 505-827-0951 or go to:

<http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>

Veterans Preference

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business.

Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

This preference is separate from the in-state preference and is not cumulative with that preference.

Please attach a copy of your In-State Preference or Veterans Preference Certificate, if applicable.

No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the NM Department of Taxation & Revenue as a resident contractor pursuant to this section by making application and receiving from them a certification number. It shall be the sole responsibility of the bidders requesting consideration for In-State Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents have the following meanings:

- A. ADDENDUM:** A written or graphic document issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. (Plural: addenda).
- B. ALTERNATE BID/ BID ALTERNATE:** Amount stated in the Bid as the sum to be added to or deducted from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
- C. BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding Alternate Bids.
- D. BID:** The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.
- E. BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
- F. BIDDING DOCUMENTS:** All documents setting forth Bidding Requirements and the Contract Documents including Design Professional drawings and specifications.
- G. BID FORM:** A form which shall include space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
- H. BIDDING REQUIREMENTS:** All requirements set forth in Notice of Invitation to 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.
- I. CONTRACT DOCUMENTS:** Agreement between the Owner and a the Contractor for the performance or construction of the project; bidding documents, any Addenda, project specifications including Design Professional drawings or specifications; the bid submitted by the contracting party including all attachments and amendments; and any other documents agreed to by the Owner and Contractor as governing the project.
- J. DAY:** Day shall mean calendar day unless defined otherwise.
- K. DESIGN PROFESSIONAL:** The New Mexico licensed architect, engineer or landscape architect who has been awarded a contract by the Owner to design the project.
- L. INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
- M. PROJECT:** The project covered by this Invitation for Bids.
- N. RESPONSIBLE BIDDER:** A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and 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 services, construction, or items of tangible personal property described in the Invitation for Bid.

O. RESPONSIVE BID: A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

P. 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 contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must:

- A. Examine the Bidding Documents thoroughly;
- B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance;
- C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
- D. Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations as each Bidder deems necessary for submission of his Bid. **(The site visit must be scheduled with Mitch Miller, Facilities Director 575.737.2628)**

2.3 The buildings and access thereto shall be identified during the site visit.

2.4 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 Work.

3.1 INTERPRETATIONS

3.1.1 All questions about the meaning or intent of these Documents shall be addressed to the Owner's Procurement Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Procurement Officer as having received the Bidding Documents. **Questions received less than seven (7) days prior to the date for opening of Bids may not be answered.** Only answers to questions provided in the form of by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.1.2 Bidders shall promptly notify the Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2 ADDENDA

3.2.1 Addenda will be mailed or delivered to all who are known by the Owner's Procurement Officer to have received a complete set of Bidding Documents.

3.2.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.2.3 **Addenda will be issued no later than four (4) days prior to the date for receipt of Bids,** except an addendum withdrawing the invitation for bids or one which includes postponement of the date for receipt of Bids.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by computer, typewriter or printed manually in ink.

4.1.3 Where so indicated by the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineations, alteration, or erasure must be initialed by the signer of the bid.

4.1.5 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of Incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.7 The address to which communications regarding the Bid are to be directed must be shown.

4.1.8 The Project Name and Number, as well as the Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the sealed Bid is submitted.

4.2 SUBMISSION OF BIDS

4.2.1 The Bid, and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.2.2 below.

4.2.2 The Bid envelope shall be addressed at the front center of the envelope to:

TOWN OF TAOS
ATTN: SHARON VOIGT,
CHIEF PROCUREMENT OFFICER
400 CAMINO DE LA PLACITA
TAOS, NM 87571

Also on the front of the envelope the Bidder shall mark: the name and address of the Bidder in the upper left corner; the name of project, Invitation to Bid Number, date of opening and, time of opening in the lower left corner; and, "**SEALED BIDS ENCLOSED**" in the lower right corner or otherwise on the face thereof. **Inside of the envelope, please separate bid amount from documentation by including a separate envelope labeled "cost proposal".**

Each bid shall be submitted in a sealed envelope with a Project /Bid number, and the name and address of the bidder plainly marked on the outside of the envelope.

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

4.2.4 The Bidder shall assume full responsibility for timely delivery of bids to the Owner, including those Bids submitted by mail or otherwise. Bids hand delivered to the Bid Opening Address shall be received beginning one hour prior to the bid. Bids will be clocked in at the time received, which must be prior to the time specified deadline. Bids will then be held for public opening.

4.2.5 Oral, telephonic, fax or e-mail bids are invalid and will not receive consideration.

4.3 CORRECTION OR WITHDRAWAL OF BIDS

4.3.1 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 e-mail notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.3.2 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.

4.3.3 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 non-responsive may be permitted to withdraw his Bid if the:

- A. mistake is clearly evident on the face of the Bid Document; or
- B. 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 written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.4 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.4.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of all requirements and Conditions of the Construction Contract (General, Supplementary, Project and Other Conditions). See proposed contract document contained in these bid documents.

4.5 REJECTION OR CANCELLATION OF BIDS

An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder. (13-1-131 NMSA 1978)

4.6 CONSIDERATION OF BIDS

4.6.1 RECEIPT, OPENING, AND RECORDING

Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (13-1-107, NMSA 1978). **BIDS WILL BE OPENED IN ROOM 109 TAOS TOWN HALL, 400 CAMINO DE LA PLACITA, TAOS, NM 87571**

4.7 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 (13-1-108, NMSA 1978).

4.8 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 any liability against the Owner.

5.0 PROTESTS

5.1 Any bidder, offerer, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner's Central Purchasing Agent/Procurement Officer. The protest should be made in writing within twenty-four (24) hours after the protesting party has knowledge of the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto (13-1-172, NMSA 1978).

5.2 In the event of a timely protest under Subparagraph 5.1(13-1-172, NMSA 1978 of the Procurement Code), the Owner's Central Purchasing Agent/Procurement Officer and the Owner shall not proceed further with the procurement unless the Owner's Purchasing Agent/Procurement Officer or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (13-1-173, NMSA 1978).

5.3 The Owner's Central Purchasing Agent /Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder, offerer, or contractor concerning procurement. (13-1-174 NMSA 1978)

5.4 The Owner's Central Purchasing Agent /Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

- A.** state the reasons for the action taken; and
- B.** inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183, NMSA 1978 of the Procurement Code (13-1-175, NMSA 1978).

5.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code shall immediately be mailed to the protestant and other bidders or offerers involved in the procurement (13-1-176, NMSA 1978).

6.0 POST-BID INFORMATION

6.1 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, within ten (10) calendar days after the date it receives from the Owner a final proposed contract, which the Owner shall provide within or reasonably promptly after Notice of Award. If the Contract is not executed by the Owner within forty-five (45) days following receipt from the Bidder of the signed Contract, the Bidder shall have the right to withdraw his proposal without penalty unless the Bidder has previously agreed to extend the date for acceptance by the Owner. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.2 REQUIREMENT OF SIGNED WRITTEN AGREEMENT

Before the successful bidder and the Owner are contractually bound, they must execute a written construction contract. A sample of the Owner's standard construction contract is included in this Invitation for Bids. Any bidder who objects to any of the terms of the sample contract shall state such objection and any suggested changes with or prior to its bid. The attached sample construction contract is offered by way of example. The contracting parties may agree on changes to its specific terms not inconsistent with the bidding documents.

BID FORM (Lump Sum or Unit Price)

BIDDER'S Name and Address: Telephone: Fax: Federal Tax ID #: New Mexico Tax ID #: CID License #
--

ITB NO.: 18-19-06

PROJECT NAME: MECHANICAL (HVAC), ELECTRICAL AND PLUMBING (MEP) SERVICES

LOCATION: TAOS, NM

This Bid is submitted to Owner:

By:

**TOWN OF TAOS
 400 CAMINO DE LA PLACITA
 TAOS, NM 87571
 ATTENTION: PROCUREMENT
 OFFICER**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Town of Taos Fixed Price Contract the Owner in the form included in the Bidding Documents (subject to modification agreed to by the parties) to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidder. This Bid will remain subject to acceptance for **ninety (90) days** after the day of Bid opening. The Bidder shall sign and submit the Town of Taos Fixed Price contract between Owner and Contractor (hereinafter called Agreement) with all documents required by the Bidding Requirements within ten (10) calendar days after the date it receives from Owner the final proposed form of contract with or reasonably promptly after the Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents that:

A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda

(receipt of all of which is hereby acknowledged):

No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____

- B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
 - C. the Bidder has given the Owner written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and any written resolution thereof the Owner has provided is acceptable to the Bidder;
 - D. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;
 - E. Upon notice of award of this Bid, the undersigned will execute the formal contract and will deliver Certificate of Insurance and Federal Tax Identification Number within ten (10) calendar days.
 - F. The undersigned BIDDER hereby declares he will do all the Work and provide all necessary superintendence, labor, tools, equipment, machinery, and apparatus, and whatever else may be necessary to complete all the Work covered by this bid within the time stated, in strict accordance with the Contract Documents and the requirements pertaining thereto for the following prices to wit:
4. Bids shall be presented in the form of a Unit Price Bid proposal on the Bid Schedule form provided stating a total bid amount,
5. Bidder certifies that they carry all licenses required under New Mexico state law to complete the Work. Refer to Title 14 Housing and Construction of the New Mexico Administrative Code (NMAC), Chapter 6 Part 6, for a listing of classifications of licenses and certificates issued by CID required by law to perform the Work. Bidder must be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 12 NMSA 1978 and ensure that such licenses shall remain in effect for the duration of the Work and warranty periods. All electrical work, whether performed by Bidder or Bidder's Sub-Contractor, shall be performed by a licensed electrician.
6. The Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract. (Laws 1949, Ch. 161, S.5) (New Mexico Statutes relating to Equal Employment Opportunities on Government Contracts.) The Contractor and his subcontractors shall comply with the Federal Civil Rights Act of 1964 and Title 7 of that Act revised in 1979.
7. The Contractor shall be responsible for removal of all and any spoil material generated by each job.

BID FORM

PROJECT NAME: ITB 18-19-06 Mechanical (HVAC), Electrical & Plumbing (MEP) Services

LOCATION: Town of Taos owned Buildings

- Must be licensed & insured
- Contractor must do on site visit
- Contractor must provide electrical, and/or mechanical, and/or plumbing maintenance, repair and/or construction to existing systems on town owned buildings.
- Must provide Contractors License # _____ and classification(s) _____
- Contractor must supply all material for job and must clean job site after completion of contract work.
- Must be insured and bonded.

**PLEASE COMPLETE THE ENTIRE FORM-FOR AREAS THAT DO NOT APPLY
PLEASE CROSS OUT AND INITIAL.**

MECHANICAL SERVICES

Technician Hourly Cost \$ _____

Each Additional Laborer (If required) \$ _____

TOTAL BID \$ _____

Discount on Material % _____

GRT should not be included in bid.

ELECTRICAL SERVICES

Technician Hourly Cost \$ _____

Each Additional Laborer (If required) \$ _____

TOTAL BID \$ _____

Discount on Material % _____

GRT should not be included in bid.

PLUMBING SERVICES

Technician Hourly Cost \$ _____

Each Additional Laborer (If required) \$ _____

TOTAL BID \$ _____

Discount on Material % _____

GRT should not be included in bid.

Respectfully Submitted:

Telephone

Contractor Signature

By

Title

N.M. Contractor License #

(Seal – If bid by Corporation)

Business Address and Zip Code

The undersigned bidder, having examined the Bid Specifications and Contract hereto attached, and being fully cognizant of any special conditions or requirements associated with the bid as covered by and in accordance with the attached bid specifications and contract for the items listed herein, do hereby submit this bid.

A. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

B. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

The following documents are attached to and made a condition of this Bid:

- A. Campaign Disclosure
- B. In-State Preference Certificate/Veterans Preference (if applicable, attach a copy)
- E. Copy of License(s) as issued by CID

7 Communications concerning this Bid shall be addressed to: The address of BIDDER indicated below.

Company name: _____

Contact person: _____

Address: _____

Phone/Fax: _____

SUBMITTED on, _____, 2012.

By: _____

For: _____

6 The Bidder is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: () _____

FAX: () _____

B. PARTNERSHIP:

By: _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)

*

Signature of Authorized Person

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: (____) _____

FAX: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____ (signature)

(Name) _____

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____ (Signature)

(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

Each Joint Venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category. Proof of Joint venture must be attached. Joint Venture must exist prior to Bid Due Date. All required documentation must have been issued to the Joint Venture.

=====

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number _____ License Classification: _____

Resident Contractor's Preference Number:

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:

NATHANIEL EVANS

DARIEN D. FERNANDEZ

GEORGE "FRITZ" HAHN

PASCUALITO M. MAESTAS

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)

SAMPLE -FOR REVIEW ONLY



Contract TT-19-_____
Facilities Department
Bid 18-19-06

TOWN OF TAOS CONTRACT FOR FUTURE SALES OF SERVICES AT A GUARANTEED PRICE

This contract is made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "PURCHASER") and _____ (hereinafter "SELLER"), beginning on _____ and ending on _____ and is pursuant to bid approval and acceptance by the Town of Taos Council.

Subject to the terms and conditions hereinafter stated, Seller hereby agrees to sell to Purchaser, and Purchaser agrees to buy from Seller the following:

Services and materials as indicated on Bid tabulation No. 18-19-06 referred to as **Attachment "A"**.

The terms and conditions of this Contract are as follows:

1. All goods furnished by Seller under this Contract shall be of the following kind and quality: as per Bid 18-19-06
2. The price for all materials furnished by Seller under this contract shall be final.
3. The total maximum amount to be furnished by Seller under this contract is as needed by Purchaser's requirements.
4. Amendments: An amendment shall be a simple and uncontested direction by the Town of Taos to extend the term of the contract. No claims for concealed or unknown conditions, impact fees or costs, additional fees or costs, additional services, or any other fee or cost associated with any delay or extension of the contract herein will be assessed against the PURCHASER unless expressly provided in the change order and approved by the Town of Taos.
5. Each department shall be responsible for preparing a Task Order describing the scope of work and the maximum price for the task.

6. Release: SELLER agrees that, upon final payment of the amount due under this contract, SELLER releases the PURCHASER from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. SELLER shall deliver, to the PURCHASER, all deliverables included within the scope of this contract no later than submission of SELLER's final bill.
8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The PURCHASER shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the PURCHASER. If any deficiencies are noted during the review process, the SELLER shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the SELLER (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, SELLER shall immediately cease performing services and deliver, to PURCHASER, any work in progress. If SELLER terminates this contract, notice of termination shall include SELLER's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
11. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the Town, unless otherwise agree and SELLER shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the PURCHASER, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, SELLER shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Town.

13. Status of Contractor. SELLER acknowledges that it is an independent SELLER and as such neither it, its employees, agents nor representatives shall be considered employees or agents of the PURCHASER, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of PURCHASER vehicles, or any other benefits provided to PURCHASER employees.
14. Non-Agency. SELLER agrees not to purport to bind the PURCHASER to any obligation not assumed herein by the PURCHASER, unless the SELLER has express written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by SELLER in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the Town.
16. Worker's Compensation. SELLER acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the Town's policy. The SELLER agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the SELLER fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. Taxes. SELLER acknowledges that it, and it alone, shall be liable for and shall the applicable gross receipts taxes on all monies paid to it under this contract and that the PURCHASER shall have no liability for payment of such tax. SELLER also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the PURCHASER shall have no liability for payment of such taxes or amounts.
18. Records-Audit. SELLER shall keep, maintain, and make available to the PURCHASER all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, SELLER shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the PURCHASER or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. SELLER agrees to defend, indemnify and hold harmless the PURCHASER from any and all claims, suits, and causes of action which may arise from its performance under this contract whenever recognized, unless specifically exempted by New Mexico law. SELLER further agrees to hold harmless the PURCHASER from all personal claims for any injury or death sustained by SELLER, its employees, agents or other representatives while engaged in the

performance of this contract.

20. Assignment & Subcontracting. SELLER shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the Town.
21. Conflict of Interest. SELLER warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
22. Non-Discrimination. SELLER agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
23. Ethical Considerations. SELLER shall abide by SELLER's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by SELLER to remain in good standing shall immediately render this contract voidable at the sole discretion of the PURCHASER, and, if declared voidable, all obligations of the PURCHASER to perform hereunder shall be nullified.
24. Required Liability Insurance. SELLER shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
25. Default by SELLER. In the event that SELLER defaults on any term or provision of this contract, the PURCHASER retains the sole right to determine whether to declare the contract voidable and/or SELLER agrees to pay the Town the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
26. Efforts to Cure. If the Town elects to provide the SELLER with notice to cure any deficiency or defect, the SELLER may have the time specified in the written "Notice to Cure" Authorization. Failure, by the SELLER, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
27. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
28. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

29. **Applicable Law.** This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the PURCHASER. Any legal proceeding brought against the PURCHASER, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. **Illegal Acts.** Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any SELLER to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
31. The contractor is responsible for ensuring that its employees operate and use safety equipment in all of their work. The contractor is required to follow all OSHA and state law safety standards. The Town has the unilateral right to shut the Contractor down if the Town or its representatives observe unsafe acts on the worksite.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

TOWN OF TAOS

CONTRACTOR:

Daniel Barrone, Mayor

Contractor

Date signed

Contractor's GRT/CRS Number OR

ATTESTED BY:

Contractor's Fed. Tax ID or SSN

Francella Garcia, Town Clerk

Date Signed

ADMINISTRATIVE APPROVAL:

Rick Bellis, Town Manager

Date Signed

ACCOUNTING APPROVAL:

APPROVED AS TO LEGAL FORM:

Marietta S. Fambro, Finance Director

Stephen Ross, Town Attorney

Budget Line Item: **Various Departments**

Date signed

Date signed