



## TOWN OF TAOS

Invitation to Bid

for

BID # 16-17-16

PORTABLE RESTROOM TRAILER(S) WITH 14 STATIONS

### BID DUE DATE

DATE: June 21, 2017

TIME: 3:00 PM Local Time

LOCATION: Procurement Office

ROOM 202 Town Hall

400 Camino de la Placita

Taos, New Mexico

87571

### MAYOR

Daniel R. Barrone

### COUNCIL MEMBERS

Judith Y. Cantu

Nathaniel Evans

Darien D. Fernandez

George "Fritz" Hahn

**LEGAL NOTICE**

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

BID # 16-17-16  
Portable Restroom Trailer(s) with 14 Stations

Interested parties may secure a copy of the Invitation for bids, including all specifications and any updates from:

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

Or they may be downloaded from [www.taosgov.com](http://www.taosgov.com).

Please 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 Procurement Officer, at the Purchasing Office, Taos Town Hall Room 202, 400 Camino de la Placita, Taos, New Mexico 87571 no later than **3:00 P.M. Local Time, Wednesday, June 21, 2017 after which time the Bids will be opened and read aloud in Room 109.**

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, time or changes in work.

By Order of the Governing Body  
Town of Taos

/s/Sharon Voigt  
Procurement Officer  
(575) 751-2025

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[classads@taosnews.com](mailto:classads@taosnews.com)

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## INVITATION TO BID

TOWN OF TAOS  
PROJECT: Bid 16-17-16

### **PORTABLE RESTROOM TRAILER(S) WITH 14 STATIONS**

#### **INTRODUCTION**

On behalf of the Town of Taos Facilities Services & Special Events Department, this Scope of Work (SOW) is for the purchase of Portable Restroom Trailer(s) needed for events held at Kit Carson Park and/or other locations throughout the town.

The Town intends to purchase one trailer with the option to purchase a second trailer, contingent on the availability of funding.

#### **SCOPE OF WORK**

##### **Men's:**

4 urinals  
3 private stalls with flushing porcelain toilets  
2 stainless steel sinks

##### **Women's:**

7 private stalls with flushing porcelain toilets  
4 stainless steel sinks

##### **Requirements:**

Power supply – 120v 20 amps  
Water supply – pressurized water (City water) – Garden Hose  
All weather, fully insulated walls, heavy duty steps and sealed floor,  
Ducted air conditioning  
Exterior lights,  
Exterior electrical connection,  
Electric monitor panel for waste tank,  
7 pin slot plug for tow lights and brakes,  
4 stabilizer jacks,  
Deadbolt locks on exterior doors with matching keys,  
Handrails,  
Adjustable commercial door closure on entrance doors,  
Waste water tank (1250 gallon),  
Fresh water tank (200 gallon),  
White urinals and stools,  
Shut off valves on each stool,  
Push metered sink faucets,  
Welded plumbing for strong leak protection,

ITB 16-17-16 Portable Restroom Trailer(s) with 14 Stations

Water hookup with control valve,  
Pex water lines and stainless steel sinks.  
Double tissue holders per stall,  
12 volt ceiling lights,  
Mark resistant walls,  
FOB Destination to Town of Taos

Full winter package for use at winter events.

## **INSTRUCTIONS TO BIDDERS**

### **SPECIAL CONDITIONS OR REQUIREMENTS**

All bidders must provide;

- Business Background
  - Years in business
  - Number of employees
  - Provide 2) Commercial/Governmental references

### **BIDDING:**

Sealed bids must be received by the Procurement Officer, Sharon Voigt, at the Purchasing Office, Room 202, Town Hall, 400 Camino de la Placita, Taos, NM no later than 3:00PM (local time), on Wednesday, June 21, 2017. **Any bid received after 3:00PM will be returned unopened.**

### **PREFERENCES**

#### **Resident Business Preference or Resident Veteran Business Preference:**

Points will be awarded on Bidder's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

#### **Resident Business Preference**

For the Offeror to receive a Resident Business Preference, the business shall submit, with this bid, a copy of a valid Resident Business certificate issued by New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:  
<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

#### **Resident Veteran Business Preference**

For the Bidder to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:  
<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

Bidders seeking a Resident Veteran Business Preference certificate will be evaluated as follows:

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- A. Resident Veteran Businesses with annual revenues of \$1M or less are to receive 10% preference on their bids.
- B. Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their bids.
- C. Resident Veteran Businesses with annual revenues of more than \$5M are to receive a 7% preference on their bids.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the Resident Business Preference once the Resident Veteran Business Preference cap is exceeded.

**Please attach a copy of your Veterans’ Preference Certificate and Certification.**

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 Resident Bidders 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 which are defined in the Instructions to Bidders have the meanings assigned to them in those documents.

- A. ADDENDUM:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
- B. ALTERNATE BID:** Amount stated in the Bid as the sum to be added 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. BID LOT:** A major item of work for which a separate quotation or proposal is requested.
- F. BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
- G. BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.
- H. 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. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
- I. BIDDING REQUIREMENTS:** Notice of Invitation to Bid, Pre-bid 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.
- J. DAY:** Day shall mean calendar day unless defined otherwise.

**K. INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

**L. 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.

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

**N. 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.** Familiarize them self with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

**2.2** The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **3.0 BIDDING DOCUMENTS**

### **3.1 COPIES OF BIDDING DOCUMENTS**

**3.1.1** The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

### **3.2 INTERPRETATIONS**

**3.2.1** All questions about the meaning or intent of the Bidding Documents shall be submitted to the Chief Procurement Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Chief Procurement Officer as having received the Bidding Documents. **Questions received less than five (5) days prior to the date for opening of Bids may not be answered.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

### **3.3 ADDENDA**

**3.3.1** Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bidding Documents.

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

**3.3.3** Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an addendum withdrawing the request 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 form included with the Bidding Documents.

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

4.1.3 Where so indicated by the makeup of 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 interlineation, 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 BID REQUIREMENTS

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**BID Requirements** Bidders must meet all specifications as listed. No exclusions, additions or deletions to the specifications shall be considered unless otherwise specified in the bid documents. No conditional or unqualified Bid's shall be accepted.

4.2.1 The Town of Taos reserves the right to award to multiple vendors.

In the event that the low bidder is unable to provide the materials requested within 18 (Eighteen) weeks from notification by the Town of Taos, the Town may choose to purchase from the second low bidder and so on as may be necessary to avoid undo delay to Town of Taos projects or our customers.

All items on this bid will be awarded individually to the lowest bidder on each item.

4.2.2 The successful awarded contractor(s) **must provide a "performance and payment bond"** equal to 100% of the total. Said bonds must be provided to the Town of Taos within ten (10) calendar days after issuance of a task order by the Town of Taos Finance Department. The "performance and payment bonds" are to secure the town for losses and damages sustained due to default by the contractor.

4.2.3 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, time or changes in work.

4.2.4 **Bid Security is not required for this solicitation.** The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. This waive of the bid security, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

## 4.3 SUBMISSION OF BIDS

4.3.1 Bid and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.3.2 below.

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

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TOWN OF TAOS  
ATTN: SHARON VOIGT  
ROOM 202  
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

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

**4.3.4** The Bidder shall assume full responsibility for timely delivery of bids to the Owner, including those Bids submitted by mail or otherwise. Bids will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

**4.3.5** Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

#### **4.4 CORRECTION OR WITHDRAWAL OF BIDS**

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

**4.4.2** 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.

**4.4.3** 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.

#### **4.5 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER**

**4.5.1** In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements and of the Conditions of the Contract (General, Supplementary, Project and Other Conditions):

#### **4.6 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.

#### **4.7 CONSIDERATION OF BIDS**

##### **4.7.1 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).

##### **4.8.1 BID EVALUATION AND AWARD**

**4.8.2** The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, or items of tangible personal property bid (13-1-132, NMSA 1978).

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**4.8.2.2** It is the intent of the Owner to award a contract to the lowest responsible bidders, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (13-1-133, NMSA 1978).

**4.8.2.3** Conditional Bids or Bids with additional terms will not be accepted.

**4.8.2.4** **Bid will be awarded** individually to the lowest bidder on each item.

#### **4.9 NOTICE OF AWARD**

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

#### **4.10 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.

#### **4.11 SUBCONTRACTORS**

No subcontractors will be permitted by contractors selected pursuant to this IFB.

#### **4.12 BIDDING PROCEDURES:**

**4.12.1** Sealed Competitive Bids, copy of CID License(s) (if applicable) and all other required forms including executed Campaign Contribution Disclosure Form, etc., must be received by the Procurement Officer before the Bid due date. Bid opening will be held at Town Hall conference room 109 immediately following the bid due date deadline. **Any bid received after this time will be returned unopened.**

**4.12.2** 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.

**4.12.3** The Bid Form is included with the Bidding Documents. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. **In the case of no bid for any listed item, please write "No Bid," on the Bid Form.**

**4.12.4** 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.

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

**4.12.6** Prior to submitting a bid, the Bidder must carry all licenses required under New Mexico state law for performance of any work, Refer to Title 14 Housing and Construction for the New Mexico Administrative Code (NMAC), Chapter 6, Part 6, for a listing of classifications of licenses and certificates issued by the Construction Industries Division (CID) of the New Mexico Regulation and Licensing Department required by law to perform the work.

**4.12.7** Upon submitting a Bid, the Bidder represents to the Owner that the Bidder:

- A. is financially solvent, able to pay debts, and has sufficient working capital to complete the Work;
- B. is able to furnish the plant, tools, materials, supplies, equipment, skilled labor and sufficient experience and competence required to complete the Work equal to or exceeding industry standards;
- C. is duly authorized to execute the Bid and Contract Documents and to perform the requirements thereof.

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#### 4.13 UNBALANCED BIDS:

Any apparent unbalancing of bids through the use of unrealistically or unreasonably low bids may be cause for rejection of the bid.

#### 4.14 INTERPRETATION OF DOCUMENTS:

If a person submitting a Bid Proposal is in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from the specifications, he/she may submit to the Town of Taos, a written request for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery.

Any interpretation or correction to the bid documents will be made only by an Addendum duly issued, and a copy of the Addendum will be mailed or delivered to each individual receiving a set of the Bid documents. The Town of Taos will not be responsible for any explanation or interpretation of the Bid Documents.

#### Any questions or clarifications regarding this bid may be directed to:

Sharon Voigt, (575) 751-2025

#### 4.15 BASIS OF BID:

##### Unit Price:

Bidders shall submit a Bid on a unit price basis for the services listed in the bid schedule and described in the Specifications. **If no bid is submitted for an item, please write in ink "NO BID".** **Do not** include GRT in the unit price.

Bid award(s) shall be based on the lowest qualified base bid for each item, which meets all standards and specifications on the Bid Documents and is submitted by a responsible bidder

#### 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 Chief Procurement Officer and the Owner. The protest should be made in writing within twenty-four (24) hours after 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 4.10.1 (13-1-172, NMSA 1978 of the Procurement Code), the Owner's Chief Procurement Officer and the Owner shall not proceed further with the procurement unless the Owner's 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 Chief 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.

**5.4** The Owner's Chief 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 offerors involved in the procurement (13-1-176, NMSA 1978).

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## **6.0 EQUAL EMPLOYMENT OPPORTUNITY**

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, gender, religion, sexual preference, national origin, age, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract. The Contractor shall comply with the Federal Civil Rights Act of 1964 and Title 7 of that Act as amended; the Americans with Disabilities Act, the Age Discrimination in Employment Act and all other applicable equal opportunity and civil rights laws.

## **7. OTHER INSTRUCTIONS TO BIDDERS**

**7.1 PROMPT PAYMENT ACT.** The Owner and all contractors shall abide by the requirements of the New Mexico Prompt Payment Act, as set forth in the attached Contract Document.

### **7.2 EXECUTION AND APPROVAL OF CONTRACT**

The Contract shall be signed by the Successful Bidder and returned, together with any required information within fifteen (15) calendar days after the date of the 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.



- 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. the Bidder acknowledges that he has attended any mandatory pre-bid walk-through's scheduled by the Owner or the Design Professional pertaining to this project;
- F. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,
- G. the Bidder will complete the Work for the price(s) set forth in the Bid Schedule, provided with this book. **(do not include any gross receipts tax in the price(s)).**
- H. 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.
- I. **The undersigned agrees to begin Work within ten (10) calendar days receipt of a Notice-to-Proceed with a crew comparable to the size of the project and will proceed continuously until the final completion of the project or agreed upon schedule with Facilities Director and Parks Supervisor.**
- J. . 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 Lump Sum Bid proposal on the Bid Schedule form provided stating a total bid amount,

5. Bidder certify 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.

**A. LUMP SUM PRICE** (please use typewriter or print legibly in ink) Base Bid (use words):

---



---

( \$ \_\_\_\_\_ )

All specific cash allowances are included in the price(s) set forth above.

6. The Bidder agrees that:

- A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than 180 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Three Hundred Dollars (\$150) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. 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.

D. 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 Work will be Fully Complete when all parts of the project have been furnished, installed, tested and found acceptable. Final payment will be made when all specified documents are received and final site cleanup is complete to OWNER's satisfaction.

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

**A. Bid Security with Agent's Affidavit;**

**B. Campaign Disclosure**

**C. NM Resident bidder Preference Certificate/Veterans Preference, if applicable (Please attach a copy)**

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: \_\_\_\_\_

8. The Bidder is a(n):

**A. INDIVIDUAL;**

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

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

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**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)

(General Partner's Signature)  
Business address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

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**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

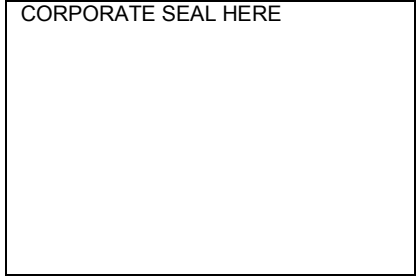
Attest (Secretary): \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_



or,

**D. JOINT VENTURE:**

By \_\_\_\_\_ (signature)

(Name) \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

-----  
By \_\_\_\_\_ (Signature)

(Name)

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

Telephone: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

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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: \_\_\_\_\_

THIS FORM MUST BE  
ATTACHED TO BID BOND

REVIEW AND APPROVAL:

This Bond has been executed by a Surety named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

Owner's Representative or Governing Authority

Date:

**AGENT'S AFFIDAVIT**

THIS FORM MUST  
BE USED BY  
SURETY

(To be filled in by Agent)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that  
he/she is the duly appointed agent for  
and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the Town of Taos Mexico  
in connection with the construction of  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, executed by Contractor, as principal, and  
, as surety, signed by this Deponent; and Deponent further states that said bond was written,  
signed, and delivered by him/her; that the premium on the same has been or will be collected by  
him/her; and that the full commission thereon has been or will be retained by him/her.

\_\_\_\_\_

Subscribed and sworn to before me, a notary public in and for the County of,  
, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

## 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**

**NATHANIEL EVANS**

**DARIEN D. FERNANDEZ**

**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)