



---

# TOWN OF TAOS

---

## REQUEST FOR BID

BID: RFB 11-12-11 FIRE HYDRANTS

Date: January 12, 2012

Attention: All Prospective Bidders

From: Tina Torres, Procurement Officer

The Town of Taos Purchasing Department, on behalf of the Public Utilities-Water Department, is requesting sealed bids from prospective bidders for Fire Hydrants on an as needed basis.

Pertinent RFB documents can be downloaded through the Town of Taos website. Vendors are also welcome to contact Tina Torres at 575-751-2025, or by e-mail: [ttorres@taosgov.com](mailto:ttorres@taosgov.com) to request a copy of the RFB documents.

Sealed bids must be received by the Procurement Officer, Tina Torres, at the Purchasing Office, Room 202, Town Hall, 400 Camino de la Placita, Taos, NM no later than 2PM (local time) on Wednesday, January 25, 2012. The Purchasing Department will date and stamp the sealed envelope upon receipt. Delivery of bids is the sole responsibility of the bidder. **Any bid received after 2PM will be returned unopened.** A public bid opening will follow the receipt of bids in Room 202 Procurement Office, 400 Camino de la Placita, Taos, NM.

The Town of Taos reserves the right to purchase additional quantities than those stated, dependent on appropriated funds. With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978,§13-1-129) may purchase under this RFB, provided that the goods and related services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

It is the intent of these specifications to describe the minimum requirements, for any materials bids. All parts not specifically mentioned which are required for a complete unit, shall conform in design, strength, quality of material and workmanship to the highest standards. No such items shall be removed or omitted for the reason that it was not specified in the bid.

For their bids to be considered, all bidders must comply with all of the terms and conditions set forth in the bidding documents, as defined below, and must fill out and timely submit all of required forms and information called for in the bidding documents.

## **NOTICE**

**The Procurement Code, Sections 13-1-28 through 13-1-99 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.**

Any questions concerning the above New Mexico Statute should be referred to legal counsel.

## **DEFINITIONS AND TERMS**

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.

## **INSTRUCTIONS TO BIDDERS**

### **INTERPRETATIONS**

All questions about the meaning or intent of the Bidding Documents shall be submitted 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 five (5) 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.

Bidders and Subcontractors 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.

### **SUBSTITUTE MATERIAL AND EQUIPMENT**

The contract, if awarded, will be on the basis of material specified in the Specifications without consideration of possible substitute or "or-equal" items.

### **BIDDING PROCEDURES**

#### **FORM AND STYLE OF BIDS**

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

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

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.

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

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. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

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

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

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.

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

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 deadline. Bids will then be held for public opening.

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

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

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.

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.

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.

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

In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of all requirements and conditions of the Contract. See proposed contract document contained in these bid documents.

## **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)

## **CONSIDERATION OF BIDS**

### **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).

### **BID EVALUATION AND AWARD**

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, construction, or items of tangible personal property bid (13-1-132, NMSA 1978).

It is the intent of the Owner to award a contract to the lowest responsible bidder, 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).

Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

### **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.

### **PROTESTS**

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).

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).

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)

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).

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).

#### **REQUIREMENT OF SIGNED WRITTEN AGREEMENT**

Before the successful bidder and the Owner are contractually bound, they must execute a written contract and any other written contract document that is required. A sample of the Owner's standard 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 contract is offered by way of example. The contracting parties may agree on changes to its specific terms not inconsistent with the bidding documents.

#### **FAILURE TO EXECUTE CONTRACT**

Failure to return the signed Contract within ten (10) calendar days after the date of the receipt of the final proposed contract from the Owner shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible Bidder, or the RFB may be re-advertised as the Owner may decide.

#### **CONTRACTOR'S QUALIFICATIONS STATEMENT**

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

#### **RESIDENT PREFERENCE**

Consistent with Sections 13-1-21 and 13-4-2 NMSA 1978 "Resident Preference" is applicable to COMPETITIVE BID procurements only. A 5% Bid Preference will be given to qualified New Mexico contractors than can provide proof of certification as a Resident business by Taxation and Revenue.

#### **OTHER INSTRUCTIONS TO BIDDERS**

The bid will be awarded on the lowest responsive base bid .If the lowest responsible bid has otherwise qualified, and if there is no change in the original project scope, terms or conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

Successful bidders and their sub contractors must comply with the Prompt Payment Act, 57-28-1 NMSA 1978.

#### **SPECIFICATIONS:**

**The Town retains the right to purchase more than or less than the quantities listed in the Invitation to Bid. The Town of Taos may or may not award all quantities listed in this bid. Bid award is subject to appropriated funds. Additional quantities may be purchased at the bid price for a period of 12 months from the bid award date.**

The Town of Taos is requesting bids based on **price per hydrant.**

**Hydrants shall be delivered to the following site: Town yard 1030 Dea Lane, Taos, NM 875711.**

## **Fire Hydrant Specification**

- Fire hydrants shall meet or exceed all applicable requirements and tests of ANSI and the latest revisions of AWWA Standard C502.
- Fire hydrants shall meet all test requirements and be listed by Underwriters Laboratories Inc.
- Fire hydrants shall meet all test requirements and have full approval of Factory Mutual.

Fire hydrants shall meet the following requirements:

1. Fire hydrants shall be rated for a working pressure of 250 Psig.
2. Fire hydrants shall be of the compression type, opening against the pressure and closing with the pressure.
3. Fire hydrants shall have a minimum 4-1/2" main valve opening and a minimum inside lower/upper barrel diameter (I.D.) of 6" to assure maximum flow performance. Pressure loss at 1,000 GPM shall not exceed the following values:

4" Pumper Nozzle:	4.40psi
4.5" Pumper Nozzle:	4.75psi

4. Fire hydrants shall be three-way in design, having one pumper nozzle (size as specified) and two 2-1/2" hose nozzle(s). Nozzle thread type shall be American National Fire Hose Thread. Nozzles shall thread counterclockwise into hydrant barrel utilizing "o" ring seals. A suitable nozzle lock shall be in place to prevent inadvertent nozzle removal. All caps shall be attached to fire hydrant with a chain which allows for continuous and rapid rotation of cap without interruption.

5. The bonnet assembly shall provide an oil reservoir and lubrication system that automatically circulates lubricant to all stem threads and bearing surfaces each time the hydrant is operated. This lubrication system shall be sealed from the waterway and any external contaminants by use of "o" ring seals. An anti-friction washer shall be in place above the thrust collar to further minimize operating torque. The oil reservoir shall be factory filled with a low viscosity, FDA approved non-toxic oil lubricant which will remain fluid through a temperature range of -60<sup>0</sup> F. to +150<sup>0</sup> F.

6. The operating nut shall be a one piece design. It shall be pentagon shaped. The operating nut shall be affixed to the bonnet by means of an ASTM B-584 bronze hold down nut. The hold down nut shall be threaded into the bonnet in such a manner as to prevent accidental disengagement during the opening cycle of the hydrant. The use of Allen head set screws as a means of retention is unacceptable. A resilient weather seal shall be incorporated into the hold down nut, for the purpose of protecting the operating mechanism from the elements.

7. The opening direction shall be counterclockwise. An arrow shall be cast on the bonnet flange to indicate the specified opening direction.

8. The hydrant bonnet shall be attached to the upper barrel by not less than eight bolts and nuts and sealed by an "o" ring.

9. Hydrants shall be a "traffic-model" having upper and lower barrels joined at the ground line by a separate and breakable "swivel" flange providing 360<sup>0</sup> rotation of upper barrel for proper nozzle facing. This flange shall employ not less than eight bolts. The safety flange segments shall be located under the upper barrel flange to prevent the segments from falling into the lower barrel when the hydrant is struck. The pressure seal between the barrels shall be an "o" ring. The proper ground line shall be cast clearly on the lower barrel and shall provide not less than 18" of clearance from the centerline of the lowest nozzle to the ground.

10. The operating stem shall consist of two pieces, not less than 1 1/4" diameter (excluding threaded or machined areas) and shall be connected by a stainless steel safety coupling. The safety coupling shall have an integral internal stop to prevent the coupling from sliding down into the lower barrel when the hydrant is struck. Screws, pins, bolts, or fasteners used in conjunction with the stem couplings shall be stainless steel. The top of the lower stem shall be recessed 2" below the face of the safety flange.

11. The lower barrel shall be an integrally cast unit. The use of threaded on or mechanically attached flanges is deemed unacceptable. The hydrant bury depth shall be four feet and clearly marked on the hydrant lower barrel.

12. Composition of the main valve shall be a molded rubber having a durometer hardness of 95 +/- 5 and shall be reversible in design to provide a spare in place. Plastic main valves are unacceptable. The main valve shall have a cross section not less than 1".

13. Hydrants shall be equipped with (2) two drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one piece bronze upper valve plate. They shall operate without the use of springs, toggles, tubes, levers or other intricate synchronizing mechanisms.

14. The upper valve plate, seat ring and drain ring must be ASTM B-584 bronze and work in conjunction to form an all bronze drain way. A minimum of two (2) internal and two (2) external drain openings are required. Drains ported through an iron shoe must be bronze lined.

15. The bronze seat ring shall thread into a bronze drain ring (or shoe bushing) providing a bronze to bronze connection. Seat rings shall be "o" ring pressure sealed

16. The shoe inlet size shall be six inch and connection type shall be Mechanical Joint. A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

17. The interior of the shoe including the lower valve plate and stem cap nut shall have a protective coating that meets the requirements of AWWA C-550. If a stem cap nut is utilized, it must be locked in place by a stainless steel lock washer or similar non-corrosive device that will prevent the cap nut from backing-off during normal use.

19. Hydrants shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten years (10) from the date of manufacture. The manufacturing facility for the hydrant must have current ISO certification.

**Failure to comply with any of these above requirements is sufficient cause for rejection of proposed hydrants. Provide proper documentation supporting all requirement compliance with bid proposal.**

**Supplier shall provide all specialized tools or equipment to repair or replace fire hydrants at no additional cost to the Town of Taos.**

**Supplier shall maintain a minimum of two complete fire hydrants in stock and available for Town of Taos at all times.**

**Supplier shall maintain a minimum of two complete fire hydrants extension kits in stock and available for Town of Taos at all times.**

**Supplier shall stock and make available for the Town of Taos all repair items required for maintenance or repair of fire hydrants.**

**The Town of Taos reserves the right to accept only those materials which are in full compliance with these specifications and deemed most advantageous to its interests.**

**Pricing shall be guaranteed for a period of one year from the date of contract award.**



**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 Materials;

The Bidder has given the Procurement Officer written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and any written resolution thereof the Procurement Officer has provided is acceptable to the Bidder;

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;

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,

The Bidder will furnish the Materials 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)).**

4. Bids shall be presented in the form of a total Base Bid proposal on the Bid Schedule form provided stating a Unit Price for each listed item and for total bid amount. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted by the Owner.

**A. Pricing shall be as follows for single purchases:**

**B.**

**1-5 hydrants-Price per unit:** (please use typewriter or print legibly in ink) Base Bid (use words):

---

\$ \_\_\_\_\_ )  
\*\*\*\*\*

**5-10 hydrants-Price per unit:** (please use typewriter or print legibly in ink) Base Bid (use words):

---

\$ \_\_\_\_\_ )  
\*\*\*\*\*

**10-15 hydrants-Price per unit:** (please use typewriter or print legibly in ink) Base Bid (use words):

---

---

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

**More than 15 hydrants-Price per unit:** (please use typewriter or print legibly in ink) Base Bid  
(use words):

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

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 must be attached to and made a condition of this Bid:

- A. Campaign Disclosure
- B. Copy of NM Preference Certificate (If applicable)

5. 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 \_\_\_\_\_  
(Name)

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

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

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

-----  
By \_\_\_\_\_

(Name)

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

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

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

-----

Each Joint Venturer 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. The Joint Venture must exist prior to bid submission. Please attach a copy of documentation of Joint Venture.

**FOR INFORMATIONAL PURPOSES ONLY-**

TT \_\_\_\_\_  
\_\_\_\_\_ Department  
Bid \_\_\_\_\_



## **CONTRACT FOR FUTURE SALES 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"), for a term of one fiscal year 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. \_\_\_\_\_ 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 \_\_\_\_\_
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. Change Orders and Amendments: An express change order or amendment shall be a simple and uncontested direction by the Town of Taos to perform additional work or extend the time for completion of the contract and will specify a specific sum certain or lump sum. 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 first written above.

**TOWN APPROVAL**

**SELLER:**

\_\_\_\_\_  
Darren M. Cordova, Mayor

\_\_\_\_\_  
SELLER

Date signed \_\_\_\_\_

PrintedName: \_\_\_\_\_

\_\_\_\_\_

Title or Position: \_\_\_\_\_

\_\_\_\_\_  
SELLER'S GRT/CRS Number OR

\_\_\_\_\_  
SELLER'S Fed. Tax ID No. or SSN

\_\_\_\_\_  
Date signed

**ATTESTED TO BY:**

\_\_\_\_\_  
Renee Lucero, Town Clerk

**ACCOUNTING APPROVAL:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marietta S. Fambro, Finance Director

\_\_\_\_\_  
Town Attorney

Budget Line Item: \_\_\_\_\_

**MUST BE ATTACHED TO BID FORM**

Attachment 1

---

**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: **DARREN CORDOVA, MAYOR**

**COUNCIL MEMBERS:**

**AMY QUINTANA      EUGENE (GENE) SANCHEZ**  
**MICHAEL SILVA    RUDY C. ABEYTA**

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)