



THE TOWN OF TAOS

Procurement Department

Facilities

Invitation to Bid (ITB)

FOR

Taos Civic Center Flooring Project

Bid Due Date: September 12, 2025 @2:00 PM

MAYOR

Pascualito M. Maestas

COUNCIL MEMBERS

Marietta S. Fambro
Darien D. Fernandez
Corilia I. Ortega
Genevieve Oswald

ITB ISSUE DATE: August 22, 2025

ITB NO: ITB# 25-26-01

Bids must be received by the Due Date/Time to be eligible for consideration.

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Section 1 – Invitation to Bid Purpose and Background

TOWN OF TAOS
PROJECT:

Taos Civic Center Flooring Project

PURPOSE

The Town of Taos is initiating a reflooring project for the Taos Civic Center, specifically targeting Coronado Hall, Don Fernando Hall, and the Council Chambers. The project includes the removal of existing flooring and the installation of new LVT tile in approximately 14,000 square feet of space, as well as carpet in approximately 250 yards, covering approximately 2,500 square feet. Color selections for specific areas, including the upper Council Chambers room, will be determined and approved by the Town of Taos.

Section 2 – Instructions to Bidders

2.1 Issuing Office

This ITB is being issued by the Town of Taos, Procurement Department and, as such is the only office authorized to respond to inquiries, issue and addendum, clarify the terms of this IFB, and to award any contract(s) resulting from this IFB.

2.2 Definition of Terms

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

- a. "IFB" or "Invitation to Bid" defines the conditions, specifications, definitions, questions, and requests outlined in this document.
- b. "Bids" or "Bids" refers to the responses to this ITB from each Vendor.
- c. "Agreement" or "Contract" and similar expressions refer to an executed binding legal document that may be negotiated and executed as a result of an award of bid resulting from this Request for Bid.
- d. "Point of Contact" refers to the Procurement representative, who is the sole contact for all activities relating to this Request for Bid and any resulting bid award.
- e. "Bidder" or "Vendor" or "Respondent" refers to a recipient of this ITB who acknowledges the receipt and tenders an intention to provide a Bid.
- f. "Design Professional" refers to the New Mexico licensed architect, engineer or landscape architect who has been awarded a contract by the Owner to design the project.
- g. "Project" refers to the project covered by this Invitation for Bids

2.3 Schedule of Events

Event	Date	Description
Release of ITB	8/22/25	ITB Published to Verified Vendors
Vendor Acknowledgement	9/2/25	Vendor's confirmation of receipt of ITB and response with intention to participate are due.
Vendor Inquires	8/26/25 - 9/2/25	Vendor requests for clarification/additional information are due.
Response to Vender Inquires	9/5/25	Responses to vendors requests are due.
Pre-Bid Site Visit	9/2/25 @11:00 AM	Site visit required for interested vendors.
Bids Due	9/12/25	Bids due from vendors via Cobblestone submission no later than 2:00 PM Local Time.
Bid Opening and Review	9/12/25	The Town of Taos's evaluation team will open the bids received no later than 2:05 PM Local Time.
Bid Award Notification	To Be Determined	The Town will notify vendor with intent to award subject to contract approval
Contract Finalized and Awarded	To Be Determined	The Town will finalize all contract signatures between winning vendor and the Town of Taos and award vendor. *
Protest Deadline	To Be Determined	Any participating vendors have the right to protest once an award notification has been posted for up to 15 days.

Note: The dates published in the Schedule of Events above are subject to change at the option of the Procurement Department. Any modifications will be communicated via addendum posted to the Cobblestone portal.

***Contracts over the amount of \$60k are subject to Town Council Approval**

2.4 Bid Submission

The Town of Taos is currently only accepting bids electronically. Bids are to be submitted via the Town's Cobblestone portal:

<https://taosnm.cobblestone.software/gateway/>

All emails received from bidders concerning this ITB will be acknowledged. Any bid that is received after the due date for bids will be deemed not responsive and will not be considered.

A log will be kept of the names of all vendor organizations that submitted bids. Pursuant to §13-1-116, NMSA 1978, the contents of bids shall not be disclosed to competing potential Bidders during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Invitation to Bid. Awarded in this context means the final required town signature(s) on the contract(s) resulting from the procurement has been obtained.

2.5 Bidder Inquiries

Bidders are expected to exercise their best professional independent judgement in analyzing the requirements of this ITB to ascertain whether additional clarification is necessary or desirable before submitting a bid. If there are any discrepancies, omissions or questions as to the information provided in the ITB, it is the bidder's responsibility to submit their questions in writing to the project point of contact. Inquiries must be submitted no later than the deadline listed in Paragraph 2.3 – Schedule of Events. ***Any contact with any other Town staff member or person other than the Procurement Manager named in this solicitation may be grounds for disqualification.***

The Town communications intended to clarify, interpret or correct the ITB will be provided by the point of contact listed below. Written responses will be provided via email to all participating vendors on or before the date indicated in Paragraph 2.3 – Schedule of Events.

The point of contact for administrative, commercial, and technical issues regarding this ITB is:

Lisa Baca-Medina
Chief Procurement Officer
Town of Taos
(575) 751-2029
lbaca@taosgov.com

2.6 Bid Format and Required Submittals

Bidders will provide a written bid adequate for detailing the full scope of the project components. In the event that the bid is incomplete, the Town may at its sole discretion, request the bidder to provide the missing information or choose to consider the bid without the missing information.

Bids presented in response to this ITB shall be submitted in the format of the Bid Form included with the documents included in the Exhibit Schedule EXHIBIT 1 – Bid Form

All blanks on EXHIBIT 1 – Bid Form must be filled in. Where 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.

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.

Bidders must provide the following exhibit documents as backup documentation to EXHIBIT 1 – BID FORM for the bid to be considered complete:

1. EXHIBIT 3 – LIST OF PROPOSED SUBCONTRACTORS
2. EXHIBIT 4 – LIST OF PROPOSED MANUFACTURERS
3. EXHIBIT 5 – BIDDER QUALIFICATIONS STATEMENT
4. EXHIBIT 6 – BIDDER CERTIFICATION
5. EXHIBIT 7 – ACKNOWLEDGEMENT OF METHOD OF AWARD
6. EXHIBIT 9 – CAPAIGN CONTRIBUTION DISCLOSURE FORM

2.7 Restrictions on Communications

Bidders are not permitted to communicate with the Town staff outside of the Procurement manager regarding this solicitation during the period between the Release of ITB date and the ITB Award Date, with the following exceptions:

- Bidder inquiries may be presented per paragraph 2.5 Bidder Inquiries.
- Communications related to existing account service is necessary and permitted.
- Communications during the course of the Bidders' conference, if conducted
- Oral Presentations and Site Visits, if conducted.

IF a bidder is found to be in violation of this restriction, the Town reserves the right to reject that Bidder's bid without further consideration.

2.8 Bid Modifications or Withdrawal

No Modification of a submitted bid will be permitted. Any existing bid must be clearly withdrawn and the bidder may resubmit prior to the bid due date/time as indicated in Paragraph 2.3 – Schedule of Events. After bid due date and time no modifications will be permitted.

2.9 Addenda to ITB before due date

If necessary, supplemental information in addenda form will be provided to all prospective bidders who have responded with the intent to participate in this ITB from the Town of Taos. All addenda so issued shall become

part of this ITB for the purpose of amending or supplementing the original published ITB. Failure of any bidder to receive such addenda shall not relieve the bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this ITB.

2.10 Specifications

Bids must meet or exceed the specifications listed in the Section 3 – Scope of Work for this ITB. If products and/or services are bid and do not comply with specifications as written, Bidder shall attach to bid a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that Bidder proposed to meet all details of these specifications.

The successful Bidder delivering products and/or services pursuant to these specifications shall guarantee that they continue to meet specifications as set forth herein. If it is determined that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder shall be required to correct same at Bidder's own expense.

2.11 Bidder Representation

Each Bidder, by submitting a bid, represents that he/she has:

- Read and completely understands the ITB and associated documents.
- Based the Bid upon the requirements described in the ITB.

Section 3 – Scope of Work

The selected contractor will be responsible for the following:

- Removal of existing flooring (carpet and/or tile) in the designated areas.
- Preparation of subflooring as required for new installation.
- Installation of new flooring, including:
 - LVT tile
 - Commercial-grade carpet squares
- Areas included:
 - Coronado Hall
 - Don Fernando Hall
 - Council Chambers and upper Council Chambers
- Coordination with the Town of Taos to select and approve flooring colors for the upper Council Chambers.
- Cleanup and disposal of all materials and debris related to flooring removal and installation.
- Compliance with all local codes, safety regulations, and ADA standards.

Timeline

Estimated Project Duration: September 2025 – January 2026

Exact schedule to be determined based on bid selection and contractor availability.

Work schedule and access arrangements will be coordinated with the Town of Taos to minimize disruption.

Change Orders

Any proposed changes to scope, materials, or timelines must be brought to the attention of the Town of Taos immediately.

All change orders must receive written approval from the Town of Taos prior to execution.

Deliverables

- Completed installation of LVT tile and commercial grade carpet squares across all identified areas.
- Final walkthrough with Town of Taos representative.
- Warranty documentation for all flooring materials and workmanship.

Assumptions & Exclusions

- Color and material choices will be finalized by the Town of Taos prior to installation.
- This scope does not include structural changes, electrical, plumbing, or HVAC work.
- This project assumes uninterrupted access to the facilities during agreed working hours.

Section 4 – Bidder Qualifications

The Town believes that the bidder's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation.

4.1 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>

4.2 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.

NOTE: 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.

Section 5 – Method of Award and Contract Execution

5.1 Notice of Award

A written notice of award shall be issued by the Town of Taos Procurement Department after review of the bid and verification of related documents on or before the date outlined in Paragraph 2.3 Schedule of Events.

5.2 Special Conditions or Requirements

The Town of Taos reserves the right to 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.

5.3 Right to Reject Bids

It is understood that the Town reserves the right to accept or reject any and all bids and to re-solicit for bids, as it shall deem to be in the best interests of the Town. Receipt and consideration of any Bids shall under no circumstances obligate the Town to accept any Bids. If an award of contract is made, it shall be made to the responsible Bidder whose Bid is determined to be the best fit for the Town and will be contingent upon the successful negotiation and execution of a contractual agreement.

5.4 Cancellation of Bid Invitation

An Invitation for Bid may be cancelled in whole, when it is in the best interest of the Town. A determination containing the reasons for cancellation shall be released and made part of the project file.

5.5 Cancellation of Award

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

5.6 Requirement of Signed Written Agreement

Before the successful bidder and the Town are contractually bound, they must execute a written contract. Any bidder who objects to any of the terms of the contract shall state such objection and any suggested changes. The contracting parties may agree on changes to its specific terms not inconsistent with the bidding documents.

The Town intends to award a single contract for this ITB but reserves the right to award to multiple contracts to multiple bidders, if that option is in the best interest of the Town.

5.7 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 Town a final proposed contract, which the Town shall provide within or reasonably promptly after Notice of Award. If the Contract is not executed by the Town 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 Town. No contract shall be effective until it has been fully executed by all of the parties thereto. All contracts for bids valued at \$60,000 and above will require Council approval prior to signature by the Town at the next Council meeting following notice of award.

5.8 Protests

Any bidder, offeror, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Town's Procurement Officer mentioned in this ITB. 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 Town's Procurement Officer shall not proceed further with the procurement unless the Town's Procurement Officer makes a determination that the award of contract is necessary to protect substantial interests of the Town (13-1-173, NMSA 1978).

The Town's Procurement Officer or their designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder, offeror, or contractor concerning procurement. (13-1-174 NMSA 1978)

Section 6 – Additional Terms and Conditions

6.1 Contractual Requirements

The contractual requirements of the Town of Taos are detailed herein. Vendors will be expected to meet all

of these contractual requirements. If a vendor cannot meet these terms and conditions, the vendor should not submit a bid. Unless otherwise specified in the ITB, the successful bidder agrees to enter into a Contract on the form approved by the Town, which shall include, but not be limited to, the following requirements:

6.2 Governing Law

The Contract will govern by and interpreted in accordance with the laws of the state of New Mexico without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. By execution of the contractual agreement, the bidder acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of the proposed agreement.

6.3 Indemnification

Vendor will defend, indemnify and hold harmless the Town, its subsidiaries, affiliates, and their respective elected officials, officers, directors, employees, and agents against all claims, demands or liabilities (including reasonable attorneys' fees) arising out of or occurring in connection with Vendor's performance under the Contract which result in any:

(i) personal injury or death of any person; (ii) alleged infringement of any patents, copyrights or trade secrets arising from Vendor's performance of the Contract, or from the Town's use of goods or services provided thereunder; or (iii) damage to or loss of property. Vendor will insure itself against the above claims under its contractual liability insurance coverage, but such insurance shall in no way limit the scope of Vendor's indemnification of the Town.

6.4 Insurance

Consultant shall maintain, during the term of this Agreement, insurance of the types and amounts as specified in EXHIBIT 8 – Insurance Guidelines.

6.5 Tax Exemption

The Town may be exempt from certain federal, state and local taxes for purchases, including sales and use taxes. Bidder shall not charge the Town for any taxes in connection with the goods or services. In the event that any taxes should have been charged to the Town, Bidder will consider such taxes to be included in the purchase price and will deduct from the purchase price and remit the applicable taxes to the appropriate governing authority.

6.6 Non-Exclusivity

The Town reserves the right to purchase from third parties: items, equipment, or services similar or identical to those provided pursuant to the Contract.

6.7 Subcontractors

Use of subcontractors must be clearly explained in the bid and each subcontractor must be identified by name. The primary contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the primary contractor must receive approval from the Town before any subcontractor is used during the term of the proposed agreement.

6.8 Campaign Contribution Disclosure Form

Bidder(s) must complete, sign and return the Campaign Contribution Disclosure Form, EXHIBIT 9, as part of their bid. This requirement applies regardless of whether a covered contribution to any of the following elected officials was made or not: Mayor Pascualito M. Maestas, or any of the Council members. Failure to complete and return the signed form may result in bidder disqualification.