



Invitation to Bid – Town of Taos

ITB TITLE: PHASE 1 CONSTRUCTION – CHAMISA VERDE SUBDIVISION

ITB Number: 24-25-01

Return Bid to: Bailey Andrea, Chief Procurement Officer
O: 575-751-2025 C: 575-770-0543

email: bandrea@taosnm.gov

Electronic bid submission:

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

Bids Due No Later Than:

DATE: **March 24, 2025**

TIME: **3:00pm**

Late submission of bids will not be accepted.

Formal Sealed Bid Opening, to occur immediately following due date/time:

Bids to be opened publicly in person at:

Town of Taos Town Hall

400 Camino De La Placita Taos, NM 87571

Procurement Office

Bidders may attend bid opening virtually at the following link:

Google meet virtual bid opening.

ITB 25-24-01 Phase 1 Construction - Chamisa Verde Bid Opening

Monday, March 24 · 3:00 – 3:30pm

Time zone: America/Denver

Google Meet joining info

Video call link: <https://meet.google.com/jwd-irdd-xkk>

Or dial: (US) +1 281-407-5195 PIN: 263 972 681#

More phone numbers: <https://tel.meet/jwd-irdd-xkk?pin=2512011621455>

If you have questions regarding this ITB please contact:

Chief Procurement Officer: **Bailey Andrea** Telephone No.: **575-751-2025**

Email: bandrea@taosnm.gov

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SUBMISSION INSTRUCTIONS

Viewing ITB:

Bidders can access active procurements at the following website:

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

Submitting Bids:

Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents, and Bid Table.

- Electronic submissions the Town's online portal at the following website:
<https://taosnm.cobblestone.software/gateway/>
- Bids will be time-stamped in the system when Bidder uploads all of the required documents
- Such electronic submissions will be considered sealed bids in accordance with the statute.
- If an amendment is processed after the bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted. Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments, and it is your responsibility to ensure your bid corresponds with any amendments.

*It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this ITB. The Bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the online portal by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE BID CAN BE ACCEPTED.***

Bid Opening:

Sealed bids will be publicly opened at Town of Taos Town Hall, 400 Camino de la Placita, Taos, NM 87571 in the Procurement Office or bidders can attend bid opening virtually by using the google meets link reference on the cover page. Bids are subject to the "Terms and Conditions," shown on the subsequent pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this ITB document.

SECTION 1 – INTRODUCTION

PURPOSE

The Chamisa Verde Subdivision in Taos is a planned development aimed at increasing the availability of affordable housing for local residents. With rising housing costs and a growing need for workforce housing, the Town is committed to providing sustainable and cost-effective housing options. The subdivision is designed to support homeownership opportunities for low to moderate – income families, ensuring long-term affordability and community stability.

PROCUREMENT OFFICER

The Town of Taos has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, telephone number, and e-mail address are listed on the front cover page.

Bid documents may be downloaded through the Town of Taos website. Vendors are also welcome to contact the Procurement Officer by phone or e-mail to request a copy of the bid documents. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Bidders may contact **ONLY** the Procurement Officer regarding this procurement. Other Town employees do not have the authority to respond on behalf of the Town. Protests of the solicitation or award must be delivered by mail to the Procurement Officer. The Procurement Officer shall act as a Protest Manager pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this ITB. E-mailed protests will not be considered properly submitted.

It is the intent of these specifications to describe the minimum requirements for any 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 the required forms and information called for in the bidding documents.

No services or construction or furnishing of goods is permitted either before a written contract is signed by the Town and the Contractor or after the contract terminates. Working without a contract may result in non-payment for such work.

SECTION 2 – INSTRUCTION TO BIDDERS

1. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere to the following schedule:

<i>Action</i>	<i>Due Dates</i>
1. Issue ITB	2/24/2025
2. Mandatory Pre-Bid Site Visit	3/10//2025 10:00AM (MDT)
3. Deadline to Submit Questions	3/14/2025
<i>4. Bid Due Dates</i>	<i>3/24/2025 3:00PM (MDT)</i>

2. EXAMINATION OF BIDDING DOCUMENTS

Before submitting a Bid, each Bidder must:

- A. Examine the Bidding Documents thoroughly; and
- B. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work.

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 an understanding of all terms and conditions for performance of the Work.

3. BIDDING DOCUMENTS

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.

4. INTERPRETATIONS

All questions about the meaning or intent of the Bidding Documents shall be submitted to the Owner in writing. Responses will be issued by Addenda electronically through Bonfire to all parties recorded by the Owner as having received the Bidding Documents. **Questions received less than seven (7) days prior to the date for the 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.

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.

5. ADDENDA

Addenda will be sent electronically to all who are known by the Owner to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. **Addenda will be issued no later than four (4) days prior to the date for receipt of Bids**, except an addendum withdrawing the invitation to bid or one which includes postponement of the date for receipt of Bids.

6. BIDDING PROCEDURES

- Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- All blanks on the Bid Form shall be type written or manually in ink.
- 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.
- Any interlineation, 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, and the current Contractor's preference number, if applicable.
- 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.

NOTE: 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.

- A. Acceptance of Conditions Governing the Procurement:** Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section. Submission of a bid constitutes acceptance of the ITB.
- B. Bid Review:** The Town may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Invitation to Bid, Contact Documents to the Town's satisfaction.
- C. Prime Contractor Responsibility:** Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Town which may derive from this ITB. The Town entering into a contractual agreement with a vendor will make payments to only the prime contractor.
- D. Subcontractors/Consent:** The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement regardless of whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Town awarding any resultant contract before any subcontractor is used during the term of this agreement.
- E. Bidder's Terms and Conditions:** Bidders must submit with the bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Town.
- F. 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 waiver of the bid security shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

7. AMENDED OR WITHDRAWAL OF BIDS

A Bidder may amend a bid before the Bid Due Date/Time. Refer to Submission Instructions page 2. Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.

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.

8. 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.

SECTION 3 - SPECIFICATIONS

Specifications:

The purpose of this project is to construct seven (7) affordable single-family home in accordance with local building codes and design requirements. The home will be a maximum of 1,200 square feet, featuring three (3) bedrooms, one and a half (1.5) bathrooms minimum, and built in a traditional Territorial architectural style.

1. Scope of Work:

The selected contractor shall provide all necessary labor, materials, equipment, and services to complete the construction of the home, including but not limited to:

A. Site Preparation & Foundation

- Clear and prepare the site for construction, including grading and leveling.
- Install necessary utilities (water, sewer, electric, gas) per regulations.
- Pour a reinforced concrete foundation/slab in compliance with engineering specifications.

B. Structural & Framing

- Construct wood or steel-framed walls per approved design plans.
- Ensure framing includes energy-efficient insulation per local building codes.
- Install roof trusses and decking incorporating territorial pitched roof design.

C. Exterior Finishes

- Apply stucco in an earth-tone color consistent with territorial architecture.
- Install energy efficient windows and exterior doors.
- Construct a covered entryway or portal as per plan designs
- Tin roof

D. Interior Finishes

- Install drywall, tape, texture and paint throughout home.
- Provide flooring (tile, laminate or other durable, cost-effective materials).
- Install baseboards, door trim and other interior finishes.

E. Mechanical, Electrical & Plumbing (MEP)

- Install electrical wiring, outlets, lighting fixtures, and breaker panel per code.
- Provide energy-efficient HVAC system, including ductwork and ventilation.
- Install plumbing systems, including water heater, kitchen and bathroom fixtures and sewer connections.
- Ensure all systems meet energy efficiency and water conservation standards.

F. Kitchen and Bathrooms

- Provide and install cabinetry and countertops in the kitchen and bathrooms.
- Install energy-efficient appliances, including a stove and range hood.
- Include a double basin kitchen sink and standard plumbing fixtures.
- Install a bathtub/shower combination in each full bathroom.

G. Landscape and Site Work

- Grade and finish site per approved drainage plan in accordance with the PUB.
- Construct a gravel or dirt driveway and walkway.

H. Final Inspection and project Closeout

- Obtain all necessary permits and approvals.
- Conduct final inspections and address any deficiencies.
- Provide a certificate of occupancy upon completion.
- Deliver as-built drawings and warranty documentation to the owner.

2. Deliverables and Milestones:

- Project Schedule with key milestones.
- Progress reports and site visits with Town Project Manager.
- Completion of each phase with inspections.
- Final completion and acceptance by owner.

3. Contractor Requirements:

1. Must be licensed, bonded and insured in accordance with local regulations.
2. Must comply with all applicable zoning, building and environmental codes.
3. Responsible for site safety and waste management.
4. Must adhere to project timeline and budget constraints.

4. Timeline:

Project completion is expected within 180 days from the start date of construction. Contractor must provide a detailed schedule outline major construction phase.

5. Performance and Warranty:

The contractor shall provide a warranty as follows:

- 1-year warranty covering all functional aspects of the home including workmanship and materials.
- 2-year warranty covering major mechanical systems, including HVAC, plumbing and electrical systems.
- 10-year structural warranty covering major structural components, including foundation and framing.

6. Required Contract Language Per Grant Agreement:

1. **Non-Appropriations Clause (Article XV)** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, TOWN OF TAOS may immediately terminate this Agreement by giving Contractor written notice of such termination. TOWN OF TAOS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall

be final. Contractor hereby waives any rights to assert an impairment of contract claim against TOWN OF TAOS or the Department of Finance and Administration, Local Government Division (DFNLGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TOWN OF TAOS or the Department.

2. **Required Termination Clause (Article XVI)** This contract is funded in whole or in part by funds made available under a DFNLGD Grant Agreement. Should the DFNLGD early terminate the grant agreement, the TOWN OF TAOS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TOWN OF TAOS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

7. Scope of Work Documents included as Attachments

1. Attachment A – Town of Taos PUD
2. Attachment B – Utility Map for Chamisa Verde Subdivision
3. Attachment C – Town of Taos House Design Plans
4. Attachment D – Town of Taos Building Code Regulations

APPENDIX A

INVITATION TO BID

ITB 24-25-01

Chamisa Verde Subdivision Construction Phase 1

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the ITB. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this ITB. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the ITB.

The information below will be used for all correspondence related to the ITB. Only one contact per Offeror is permitted.

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Bailey Andrea

E-mail: bandrea@taosnm.gov

Subject Line: ITB 24-25-01 Chamisa Verde Subdivision Construction Phase 1

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

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 a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS 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 Page 2 of 3 DFA Disclosure form/April, 2006 unreimbursed 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.

“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 MAYOR:

Pascualito M. Maestas

COUNCIL MEMEBERS:

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

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) made: _____

Amount(s) of Contribution(s): _____

Name of Contribution(s): _____

Purpose of Contribution(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)

APPENDIX C

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to sign and/or submit this form will result in the disqualification of Offeror's proposal.

ITB #: 24-25-01

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.

____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement;
- I acknowledge receipt of any and all amendments to this ITB, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2.A, above.)