

VILLAGE OF TAOS SKI VALLEY
Request for Proposals (RFP)– #2019-08RFP
Taos Mountain Lodge Remodel/Addition
Village of Taos Ski Valley (VTSV)
Invitation to Bid

SUBMIT PROPOSAL TO:
Nancy Grabowski
Finance Director/Procurement Officer
Village of Taos Ski Valley
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
(575) 776-8220

DEADLINE DATE FOR SUBMISSIONS: January 4, 2019 at 4PM

This announcement does not contain the following contract documents

- **Village of Taos Ski Valley Project Manual.**
- **Village of Taos Ski Valley Construction Documents**
- **For these important Construction Documents and any documents such as addenda issued during the bidding process please refer to the Village of Taos Ski Valley website. <http://www.vtsv.org/recentposts>**
- **Reference of the complete Construction Documents is essential for a proposal to be deemed complete.**

Offeror (Company)

Address

City

State

Zip Code

Signature of member authorized to sign for firm (Title).
(I certify that I have proposed according to the
specifications and conditions of this proposal).

Doing Business under the Company Name of:

Telephone Number with area code

Facsimile Number with area code

Email address

Section 1 - Instructions

The Village of Taos Ski Valley is requesting competitive sealed proposals for the selection of a construction contractor for the Village of Taos Ski Valley- Taos Mountain Lodge Remodel/Addition #2019-08 RFP. Property address: 1346 State Hwy 150, Taos Ski Valley.

1. INTRODUCTION

The Village of Taos Ski Valley (VTSV) invites general contractors (offerors) to submit proposals in accordance with the outlines and specifications contained in this Request for Proposals (RFP). This RFP contains specific requests for information. In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and shall be governed by its provision.

2. SEQUENCE OF EVENTS

Event	Tentative Date
Release of RFP	November 15, 2018
Mandatory Walkthrough (at property address above).....	December 6, 2018 (1 pm)
Last day for written question submission.....	December 20, 2018
Last day for responses to questions.....	December 28, 2018
Submission / Due Date of Proposals	January 4, 2019, (4pm)
Evaluation of Proposals	January 7-18, 2019
Presentations.....	January 28-February 1, 2019
Council Approval	February 13, 2019

The selection date is subject to extension at the discretion of the Village of Taos Valley. The effective date of the contract is tentative and depends on the selection date and the time required for contract negotiation and preparation.

The events identified in the schedule above are briefly described below:

A. Release of RFP

Notice of the RFP will be published at least once in the local newspaper of general circulation 10 days prior to opening bid. Prospective offerors may download this RFP from the VTSV website. **<http://www.vtsv.org/recentposts>** and direct questions about this RFP to:

Mr. Richard Willson
Village of Taos Ski Valley
7 Firehouse Road

Taos Ski Valley, New Mexico 87525
(575) 776-8220/(505) 980-1469
rich@vtsv.org

B. Submission & Opening of Proposals

Offerors should provide one (1) original proposal marked “Original” and 3 identical copies of their proposal with supporting documentation for a total of four (4) proposals. **All proposals must be in a sealed envelope, box, or package.** Every proposal must be signed, and the authority of the individual signing must be stated on the proposal. Responses sent via facsimile or emails are not acceptable.

The deadline for receipt of proposals by VTSV is **January 4, 2019** no later than 4:00 p.m. local time. Proposals will be time-stamped and dated upon receipt.

All proposals shall be submitted to the Village of Taos Ski Valley in sealed envelopes marked **#2019-08 RFP, Village of Taos Ski Valley, Taos Mountain Lodge Remodel/Addition, with their company name and address.**

The proposals shall be addressed to:

Nancy Grabowski/ Certified Purchasing Officer
Village of Taos Ski Valley
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
Phone: (575) 776-8220

A proposal may be modified by an offeror prior to the deadline for submission of proposals by delivery of a written modification to the above address. The sealed envelope shall be marked **“Modification to Proposal #2019-08 RFP for Village of Taos Ski Valley Taos Mountain Lodge Remodel/Addition”**

The proposal may be withdrawn prior to the deadline of submission of proposals by delivering a properly executed written notice to the Village of Taos Ski Valley at the address listed above.

Any proposal or modification received after the deadline for submission of proposals will be considered late. A late proposal or late modification will be considered non-responsive and will not be evaluated unless it would have been timely but for the action or inaction of the Village of Taos Ski Valley.

Proposals are due at the Village of Taos Ski Valley Office located at 7 Firehouse Road, Taos Ski Valley, New Mexico, 87525, on **January 4, 2019 4:00 p.m. local time.** Proposals will not be opened publicly, but will be available for public inspection after the contract has been awarded, reviewed by the Village of Taos Ski Valley legal department, approved by the Village Council and executed by both parties.

PLEASE NOTE THERE IS NO GUARENTEED OVERNIGHT DELIVERY TO THE VILLAGE OF TAOS SKI VALLEY.

C. Evaluation of Proposals

Proposals will be evaluated by the Village of Taos Ski Valley Committee using the criteria listed in Sections 14-16. During the evaluation process, the Selection Committee may seek clarification from offerors.

D. Selection of Offerors

The selection of contractor(s) and or individuals will be made by the Village of Taos Ski Valley. The firms or individuals selected to perform the work, and those not selected, will be notified in writing by the Village of Taos Ski Valley.

E. Contract Approval

The contract shall be reviewed and approved as to form, legal sufficiency and budget requirements by the Village of Taos Ski Valley. Contract award is contingent upon the Village securing funds or obtaining a funding source.

3. ADDENDA TO RFP

If there are any addenda to the RFP, they shall be in writing from the Village of Taos Ski Valley and shall be emailed to all firms and individuals who attended the Mandatory Pre-Bid Meeting and posted on the VTSV website. Addenda shall be distributed with sufficient time to allow offerors to consider the addenda in preparing their proposals. If necessary, the deadline for submission of proposals shall be extended by the addendum.

4. DUPLICATIONS, REJECTIONS AND TERMINATION

DUPLICATE RESPONSES: No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies, and franchisees will be considered by the Village. In the event multiple Responses are submitted in violation of this provision, the Village will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.

REJECTIONS: The Village reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Purchasing Officer or designee that the best interest of the Village will be served by doing so. The Village may reject any Response from any person, firm or corporation in arrears or in default to the Village on any contract, debt, or other obligation, or if the Respondent is debarred by the Village from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the Village's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

TERMINATION: The Village of Taos Ski Valley reserves the right to terminate this RFP at any time and for any reason. The issuance of the RFP, the receipt of proposals or the selection of a firm or individual in no manner obligates the Village of Taos Ski Valley to the eventual purchase of services. This process is solely at the discretion of the Village of Taos Ski Valley and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. **PROCUREMENT POLICY:** Procurement for the Village will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Village. The Chief Executive Officer has the vested authority to execute all Village contracts, subject to Council approval where required.
6. **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies. The laws of the State of New Mexico shall govern this procurement and any agreement with Respondents that may result. In submitting a proposal, the Respondent represents that the Respondent has familiarized himself with the nature and extent of the RFP dealing with federal, state, and local requirements that are part of this RFP. The successful Respondent(s) shall perform work under the resultant Contract in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations, and ordinances shall be provided by the successful Respondent(s). In the event of a conflict between various codes and standards, the more stringent shall apply
7. **NON-DISCRIMINATION:** The Village will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

8. **CONTRACT NEGOTIATIONS: TERMS AND CONDITIONS**

All Responses must be firm for at least 120 days from the due date of the Response. If, for any reason, a contract is not executed with the selected Respondent within 30 days after notice of recommended award, then the Village may recommend the next most responsive and responsible Respondent. There is no contract until the Village's policies have been fulfilled. . Contract award is contingent upon the Village securing funds or obtaining a funding source.

9. **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
- a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work if awarded.
10. **DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.
11. **DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the Village and may be returned only at the Village's option. Respondents must make no other distribution of their Responses other than authorized by this RFP. A Respondent who shares cost information contained in its Response with other Village personnel or competing Respondent personnel shall be subject to disqualification. Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.
12. **PROPOSAL EVALUATION:** An evaluation committee will perform the evaluation of proposals. Points will be allocated by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. The Evaluation Committee will conduct interviews with the three highest-ranked proposals. The Evaluation Committee may award the selection based on the results of the shortlisting. If interviews are held, rankings from the shortlisting are weighted 40% and the interview rankings are weighted 60% to determine final award. If fewer than three proposals are received the Evaluation Committee may recommend an award to the Governing Body for approval or direct that the RFP be reissued. During this time, the Village of

Taos Ski Valley may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

13. PROTESTS: Any protest by a Respondent must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Village of Taos Ski Valley. The protest must be delivered to the Village of Taos Ski Valley, Finance Director (mailing address) PO Box 100, Taos Ski Valley, NM 87525, (physical address) 7 Firehouse Rd, Taos Ski Valley, NM 87525 within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto. Protests received after the 15-day period deadline will not be accepted.

In the event of a timely protest under this section, the Village of Taos Ski Valley shall not proceed further with procurement unless the Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978). The Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Respondent concerning procurement. The Procurement Officer or designee shall promptly issue a determination relating to the protest. The aggrieved Respondent has the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

14. PROPOSAL FORMAT

Proposals must at a minimum contain the following information:

1. Completed RFP form with the name, address, and phone number of the general contractor.
2. Record of past performance on projects of similar size and scale.
3. Completed Bid Form (Appendix E). **Place Appendix E in a separate envelope marked Appendix E.**
4. Subcontractor Listing (Appendix F).
5. Complete the forms attached as appendices.
 - a. Appendix A: Acceptance of Proposal
 - b. Appendix B: Non-Collusion Affidavit
 - c. Appendix C: Bid Security and Agent's Affidavit
 - d. Appendix D Campaign Contribution Disclosure Form
 - e. Appendix E: Bid Form
 - f. Appendix F: Subcontractor Listing
6. Copy of New Mexico Contractor's License.
7. Copy of NM Dept. of Labor Public Works registration.
8. Copy of NM Veteran's Preference Certificate (if applicable).

9. Copy of NM Resident's Bidder Preference Certificate (if applicable).
10. W-9 form

15. SCOPE OF WORK

The Village of Taos Ski Valley contractors to perform general construction of Village of Taos Ski Valley Administration Building to include but not limited to renovation and addition to existing two story wood frame building, change of occupancy group, mixed use "A-3" Assembly and "B" Business, Type VB construction. The offeror will be expected to provide construction and general services, including, but not limited to, the following areas:

- A. Work covered by contract documents;
- B. Coordination with owners representative;
- C. Work restrictions and prohibited activities;
- D. Specifications and drawing conventions;
- E. Access to site;
- F. Labor laws, including wage determinations and;
- G. Bond matters; performance and payment bonds

16. EVALUATION (Rating Criteria)

The responsible offeror(s) whose proposal(s) are most advantageous to the Village shall be selected to perform the services. The weight to be given to the evaluation factors is set forth below. **COST IS A FACTOR, BUT THE INCLUSION OF COST AS A FACTOR DOES NOT REQUIRE THE VILLAGE TO SELECT THE LOWEST COST PROPOSAL.** All items listed in Section 7 must be included. **Incomplete proposals are considered to be non-responsive and will not be evaluated.**

- A. Complete proposal – All items listed in section 7 – no points, incomplete proposals will be considered non-responsive and will not be evaluated.
- B. Past performance and references on projects of similar size and scope **(30 points)**
- C. Project team and sub-contractors **(10 points)**
- D. Price/Bid/Cost/ **(40 points)**
- E. Presentation **(10 points)**
- F. Veterans preference **(5 points)**
- G. Resident contractor preference **(5 points)**

17. AWARD

Awards may be in the form of multiple contract awards to one or more offerors.

The Village of Taos Ski Valley shall interview the contractors that submit responsive or potentially responsive proposals. A detailed Schedule of Values shall be provided by the bidder(s) whose bid The Village determines to be the most advantageous and is required before a contract can be awarded.

18. FINAL CONTRACT NEGOTIATION

The contract between the Village and the successful offeror(s) shall contain substantially the following terms and conditions:

- A. Scope of Work:** This portion of the contract will incorporate the scope of work in Sections 7 and 6 above and the description of services from the offerors proposal.
- B. Compensation:** Proposals should not include gross receipts tax. Gross receipts should be added separately to each final invoice.
- C. Term:** It is the intent of the owner to complete the work within 240 calendar days from the Notice to Proceed.
- D. Termination:** The contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.
- E. Status of Contractor:** The Contractor and his agents and employees are independent contractors performing professional services for the Village of Taos Ski Valley and are not employees of the Village of Taos Ski Valley. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Taos Ski Valley (if any) by virtue of the contract.
- F. Assignment:** The Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of the Village of Taos Ski Valley.
- G. Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of the Village of Taos Ski Valley.
- H. Records and Audit:** The Contractor shall maintain detailed time records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Village of Taos Ski Valley.
- I. Billing:** All statements for cost incurred by the contractor and for services rendered shall be submitted on a monthly basis and shall reveal, on a daily basis, time expended.
- J. Product of Service/Copyright:** Nothing produced, in whole or in part, by the Contractor under the contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- K. Conflict of Interest:** The Contractor shall warrant that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract.
- L. Amendment:** The contract shall not be altered, changed, or amended except by an instrument in writing executed by both parties.
- M. Merger:** The contract shall incorporate all the agreements, covenants, and understandings between the parties hereto concerning the subject matter thereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.
- N. Applicable Law:** The contract shall be governed by the laws of the State of New Mexico.
- O. Waiver:** The contract shall contain a provision that states that no waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other or

subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

APPENDIX A

**VILLAGE OF TAOS SKI VALLEY
ACCEPTANCE OF PROPOSAL**

NOTICE: TO BE VALID, THE PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Signature of Owner, Partner, Officer or Authorized Agent

Date

Mailing Address of Firm

City, State and Zip Code

Telephone Number

Fax Number

APPENDIX B

NON-COLLUSION AFFIDAVIT

In witness whereof, the parties have executed this agreement as of the date of _____, **2019-08 RFP Village of Taos Ski Valley Taos Mountain Lodge Remodel/Addition.**

In acknowledgement of receipt of the Request for Proposals, the undersigned agrees that he/she has received a complete copy of this Request for Proposal. The undersigned further agrees that he/she has read this Request for Proposal and agrees to all specifications, general requirements, and terms and conditions of said Request. This form must be signed and returned with the response to Request for Proposal. Non-compliance will cause said proposal response to be declared non-responsive.

The undersigned duly authorized to represent the persons, firms, and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms and corporation hereinafter referred to as the Offeror) being duly sworn, on his/her oath, state that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other employee thereof, or any person, firm or corporation under contract with Village of Taos Ski Valley whereby the Offeror, in order to induce the acceptance of the foregoing proposal by Village of Taos Ski Valley, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, whatever, and that the Offeror or has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing proposal.

Firm: _____

Represented by: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Signature: _____

APPENDIX C

AGENT'S AFFIDAVIT

THIS FORM MUST BE USED BY SURETY
--

(To be filled in by Agent)

STATE OF _____)

) ss.

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he /

she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the Village of Taos Ski Valley in connection with the **Village of Taos Ski Valley Taos Mountain Lodge Remodel/Addition.**

dated the _____ day of _____, 2018, executed by _____

Contractor, as principal, and _____, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of _____, this day of _____, 2018.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

APPENDIX D

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 PROPECTIVE 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 federal, 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 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 amount.

“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:

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contribution(s) made: _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Title (position) _____ Signature Date _____

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Title (position) _____ Signature Date _____

APPENDIX E

BID FORM (Lump Sum)

BIDDER'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

#2019-08 RFP

**PROJECT NAME: Village of Taos Ski
Valley Taos Mountain Lodge
Remodel/Addition**

LOCATION:

Taos Ski Valley,

1346 NM 150

Village of Taos Ski Valley, NM 87525

This Bid is submitted to :

Nancy Grabowski

Finance Director

7 Firehouse Road

Taos Ski Valley, NM 87525

575-776-8220

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Request for Proposal (RFP), including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders on the VTSV website and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;

D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;

E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;

F. 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;

G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

H. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and RFP Number; and,

I. the Bidder will complete the Work for the following price (**do not include any gross receipts tax in the price**).

4. Bids shall be presented in the form of a total Base Bid proposal in Schedule of Values format for a Lump Sum Contract. A bid must be submitted on all bid items; segregated bids will not be selected by the Owner.

A. LUMP SUM BASE BID (do not include any gross receipts tax in the price**).**
(please use typewriter or print legibly in ink) Base Bid (use words):

- **Lump Sum to be inclusive of a \$25,000 cash allowance for materials testing and owner's contingency.**

(\$)

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

5. The Bidder agrees that:

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

- **240 calendar days after the date of original written Notice to Proceed**

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **Five Hundred Dollars (\$500)** per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

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

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

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

- A. Acceptance of Proposal
- B. Non-Collusion Affidavit
- C. Bid Security with Agent's Affidavit;
- D. Campaign Contribution Disclosure Form;
- E. Subcontractor Listing
- F. Copy of NM Contractor License #;
- G. Copy of Department of labor Public Works Registration;
- H. Copy of NM Veteran's Preference Certificate (If applicable);
- I. Copy of NM Resident's Bidder Preference Certificate (If applicable); and
- J. List of references of similar project completion

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

8. 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: _____

(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: () _____

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.

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

NM License Number: _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#):

Resident Contractor's Preference Number: _____

2019-08RFP

Sealed Proposals are due:
November 20, 2018 by 3:00 pm

APPENDIX F

Subcontractor Listing

*Signature not required until Award of Contract.

TYPE OF WORK	ENTITY NAME	CITY & STATE	Minimum Wage Act Registration # (if over \$50,000)	SIGNATURE *
SITE WORK				
CONCRETE				
FRAMING				
MASONRY				
DRYWALL				
FLOORING				
PAINTING				
HVAC				
PLUMBING				
ELECTRICAL				

SPECIAL SYSTEMS				