



# **ANNOUNCEMENT OF COMPETITIVE SEALED BID REQUEST**

## **New Four Wheel Drive Sport Utility Vehicles**

**Per Specifications**

**BID DUE DATE: January 31, 2019 2:00 PM**

### **Purchasing Agency**

**The City of Raton  
224 Savage Avenue  
Post Office Box 910  
Raton, New Mexico 87740  
[www.ratonnm.gov](http://www.ratonnm.gov)**

## **Invitation to Bid**

New Four Wheel Drive Sport Utility Vehicles  
January 17, 2019

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton, New Mexico for two (2) new four wheel drive Sport Utility Vehicles in the Ford Expedition class, or equivalent.

Sealed bids shall be received at the Office of the City Clerk, located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton NM 87740. Bids are due Thursday, January 31, 2019 at 2:00 PM. All interested parties are invited to attend the bid opening. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened.

Copies of the Bid documents are available for download on the City's website at [www.ratonnm.gov](http://www.ratonnm.gov) or by contacting City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com)

Raton City Clerk/Chief Procurement Officer: Michael Anne Antonucci

Date: January 17, 2019

## INSTRUCTIONS TO BIDDERS

### 1.0 DEFINITIONS AND TERMS

Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in General, Supplementary and other Conditions have the meanings assigned in those documents.

- 1.1 **Addendum:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
- 1.2 **Base Bid:** Amount stated in the Bid as the sum for which the Bidder offers to provide the specified equipment, excluding applicable taxes.
- 1.3 **Bid:** The offer of the Bidder submitted on the prescribed form setting forth the prices for the specified equipment to be provided in conformance with the Bidding Documents.
- 1.4 **Bidder:** One who submits a Bid directly to the Owner, as distinct from a subcontractor, who submits a bid to a contractor.
- 1.5 **Bidding Documents:** The Bidding Requirements and the Contract Documents.
- 1.6 **Bidding Requirements:** Notice of Invitation for 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.
- 1.7 **Invitation for Bid (IFB):** All documents, including those attached or incorporated by reference, utilized for soliciting sealed bids (§13-1-64 NMSA 1978).
- 1.8 **Responsible Bidder:** A Bidder who 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 specified equipment described in the Invitation for Bid (§13-1-82 NMSA 1978).
- 1.9 **Responsive Bid:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid (§13-1-84 NMSA 1978).

- 1.10 **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 Vendor until an agreement is signed with the Owner.

### 2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Contract, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Procurement.

### 3.0 BIDDING DOCUMENTS

#### 3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation for Bid may be obtained from the Purchasing Agent or his designee (unless another issuing office is designated in the IFB).
- 3.1.2 **Complete** sets of Bidding Documents shall be used in preparing Bids; the Owner shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Owner in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be

answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

### 3.3 **SUBSTITUTE MATERIAL AND EQUIPMENT**

The Procurement, if awarded, will be on the basis of material and equipment described or specified in the Specifications with consideration of possible "or-equal" items. Whenever it is indicated or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Vendor, if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the "effective date of the Contract". The procedure for submittal of any such application by the Vendor and consideration by the Owner is set forth in the Contract Documents.

### 3.4 **ADDENDA**

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

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

3.4.3 No Addenda will be issued later than 3 days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation for Bids, or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain, prior to submitting the Bid, that the Bidder has received all Addenda issued, and shall acknowledge their receipt on the Bid Form.

## 4.0 **BIDDING PROCEDURES**

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

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

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

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.5 All requested Additive or Deductive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "**No Change**" unless otherwise specified. Additionally, the Bidder may submit a lump sum or unit price for all lots for which the Bidder has submitted separate quotations.

4.1.6 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 Bidder'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.

4.1.7 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

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

4.2 **BID SECURITY**

[NOT USED]

4.3 **PREBID CONFERENCE**

4.3.1 [NOT USED]

4.3.2 Prospective Bidders and Vendors are encouraged to request clarification of the Bidding Documents. The failure of a Bidder or Vendor to request clarification shall be interpreted to mean that the Bidding Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 [NOT USED]

4.5 [NOT USED]

4.6 **SUBMISSION OF BIDS**

4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder. The following shall be submitted with and included as part of the bid forms provided or as otherwise described herein:

Bid Proposal Form and Itemized Bid Form  
Signed, sealed and attested.

4.6.2 The envelope shall be addressed to the:  
**CLERK/ TREASURER, CITY OF RATON**  
as addressed on the Bid Form. The following information shall be provided on the front lower left corner of the Bid envelope:  
Date of bid opening, and time of opening.  
The sealed envelope shall have the notation  
**"SEALED BIDS ENCLOSED FOR VEHICLES"**  
on the face thereof.

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

4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the Purchasing Agent's office, including those Bids submitted by mail. Hand-delivered Bids shall be submitted to the Purchasing Agent or his designee and will be clocked in at the

time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, electronic, digital, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 **CORRECTION OR WITHDRAWAL OF BIDS**

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

4.7.2 [NOT USED]

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.

4.7.4 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 nonresponsive may be permitted to withdraw his Bid if: (A) The mistake is clearly evident on the face of the Bid Document; or (B) The 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 determination setting forth the grounds for the decision. If withdrawal is permitted, Bid Security **will not** be forfeited (§13-1-106 NMSA 1978).

4.7 [NOT USED]

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

4.8.1 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the Conditions of the Procurement (General, Supplementary, and other Conditions) dealing with federal, state and local requirements which are a part of these Bidding and Contract Documents.

4.8.2 Laws and Regulations: The Bidder's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the procurement, and will be deemed to be included in Contract documents the same as though herein written out in full.

#### 4.9 REJECTION OR CANCELLATION OF BIDS

4.9.1 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 (§13-1-131 NMSA 1978). Bid security for rejected Bids shall be returned to the Bidder.

#### 4.10 PROTESTS

4.10.1 Any Bidder, Offeror, or Vendor who is aggrieved in connection with this procurement (Bid) may protest to the City Manager and the Clerk /Treasurer in accordance with the requirements of the Owner's Procurement Regulations and the State Procurement Code. The protest should be made in writing 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 (§13-1-172 NMSA 1978).

4.10.2 In the event of a timely protest under paragraph 4.10.1, the Owner shall not proceed further with the procurement unless the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (§13-1-173 NMSA 1978).

4.10.3 The Owner or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder, Offeror, or Contractor concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

4.10.4 The Owner 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 §13-1-183 NMSA 1978.

5.2.4 If the lowest responsible Bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the Owner for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to 10% higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than 10% over budgeted project funds (§13-1-105 NMSA 1978).

4.10.5 A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other bidders or offerors involved in the procurement (§13-1-176 NMSA 1978).

#### 5.0 CONSIDERATION OF BIDS

##### 5.1 RECEIPT, OPENING AND RECORDING

5.1.1 Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bid(s) and Alternate Bids 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).

##### 5.2 BID EVALUATION AND AWARD

5.2.1 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 Bid (§13-1-132 NMSA 1978).

5.2.2 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). See paragraph 6.5 as to Post-Bid Information that may be required of a Bidder as to qualifications.

5.2.3 If the Base Bid is within the amount of funds available to finance the procurement, contract award will be made to the responsible Bidder submitting the low Base Bid.

5.2.5 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. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct multiplication sum between the unit of Work and the unit prices.

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

5.2.7 Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts taxes or applicable local option tax but that the Owner shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is

entered into. The applicable gross receipt tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract (§13-1-108 NMSA 1978).

### 5.3 NOTICE OF AWARD

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

### 5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low bid, the Purchasing Agent or the Owner may: (A) Award pursuant to the multiple source award provisions of §13-1-153 and §13-1-154 NMSA 1978; (B) Award by lottery to one of the identical low Bidders; (C) Reject all Bids and re-solicit Bids for the required construction (§13-1-110 NMSA 1978).

**Note:** Identical Bids for Resident Contractors or Resident Manufacturers are not allowed under federal funding regulations.

### 5.5 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 liability against the Owner.

### 6.0 POST-BID INFORMATION

#### 6.1 SUBMITTALS TO OWNER

Within seven (7) days after Notice of Award, the following shall be submitted to Owner: (A) The required bonds and certificates of insurance; (B) The requirements under subparagraph 4.5.6; and (C) A brief resume of the successful bidder's Superintendent.

#### 6.2 RETURN OF BID SECURITY

All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of the contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid

Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the Purchasing Agent after the Notice of Award is sent by the Owner.

### 6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds and Certificate of Insurance, within fifteen (15) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within thirty (30) days following receipt from the Bidder of the signed Contract, with Bonds and Certificates, the Bidder shall have the right to withdraw his bid without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

### 6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the successful Vendor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

### 6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract within fifteen (15) calendar days after the date of the Notice of Award shall be "**just cause**" for the cancellation of the award. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

### 6.6 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit, upon request, 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 equipment described in the Bidding Documents (§13-1-82 NMSA 1978).

## Required Documents for Submittal

(All Yellow Forms Must be Returned)

- Bid Proposal Forms Pages 1-3
- Appendix B Campaign Contribution Disclosure Forms Pages 1-3
- Resident Veteran Preference Certification (Completed only if preference is claimed)



**BID PROPOSAL FORM**

Project:            Equipment    –    Sport Utility Vehicles

Bid Submission

Deadline:        January 31, 2019 No Later Than 2:00 PM

Bid submitted to: The City of Raton  
Post Office Box 910  
224 Savage Avenue  
Raton, New Mexico 87740

**Bid Schedule:**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
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Item No.	Description	Units	Estimated Quantity	Amount Bid
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1.	Sport Utility Vehicle Ford Expedition Class or Equal Four Wheel Drive Four Door/ Base Model New/ Current Production Year		2	
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Firm Fixed Price                    \$ \_\_\_\_\_

\_\_\_\_\_  
Price Written in Words

Delivery Date: \_\_\_\_\_

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Note – The basis for award of the Bid shall be the lowest responsive Base Bid amount with Applicable Taxes Excluded

As further consideration for the award of the contract, the undersigned agrees to the following terms, conditions and acknowledgements:

- A. The City of Raton reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed to be in the best interest of City of Raton. Any bid submitted will be binding for 90 days after the date of the bid opening.
- B. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
- C. It is expressly understood by the bidders that written notice of award by the City of Raton will constitute an agreement by the City of Raton to complete the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
- D. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The price shown herein shall constitute the full cost including all factors whatsoever, excluding applicable taxes but including delivery or destination fees, title and registration fees, documentation or conveyance fees, dealership fees, preparation fees, license fees, etc. Any bid not submitted on such forms provided will be considered unresponsive.
- E. Each proposal shall specify a delivery time. Time of delivery to Raton, New Mexico will be a factor along with quality, cost, etc. in consideration of award of the bid.
- F. The Bidder has examined the project documents, details, bid quantities, terms and conditions of the proposed Agreement and is satisfied to conditions, regulations and requirements that may affect cost, progress and performance of the procurement. The Contractor does not consider additional examination, investigation or data necessary for performance of the procurement at contract unit prices, in accordance with terms and conditions of the Contract Documents, and within stated contract times. Bidder agrees that Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions and requirements for performance and furnishing of the procurement.

Bidder acknowledges receipt of the addenda: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2019

Respectfully Submitted:

Firm Name: \_\_\_\_\_

By (Signature and Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Telephone: \_\_\_\_\_

Vendor's Federal I.D. Number: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary  
(If Applicable)

## SPECIFICATIONS

### 1. GENERAL

This specification is to set forth the specific requirements for Two (2) 2019 four wheel drive Sport Utility Vehicle. The vehicle shall be in the base Ford Expedition class, or equivalent, and shall be configured with four doors. All equipment and material supplied shall be new and the manufacturers model in current production; the vehicle shall not have been used for demonstration purposes. The vehicle as bid shall meet or exceed any and all specifications described herein.

The bidder shall provide descriptive literature on all items provided along with detailed and complete listings by model and option numbers.

If it is necessary to bid alternate equipment or to take exception as set forth, this must be so stated in bid proposal.

Any variations from the specifications or required options must be clearly indicated and explained, and the final decision of acceptance or rejection is that of the City of Raton.

### 2. STANDARD & EXTRA FEATURES

Clarification of Standard Equipment & Extra Features needed:

- Standard Four Wheel Drive
- Provide with Gas Engine, V6 3.5L; EcoBoost
- Solid Exterior Paint – Oxford White
- Automatic Transmission
- Heated Mirrors
- Touch screen Navigation System
- Off Road Package with Skid Plates
- Off-road front and rear shocks
- Fuel tank under body protection
- Heavy Duty Alternator
- 110V Outlet
- Window Tent
- Running Boards
- Heavy Duty Trailer Tow Package
- Remote Start

### 3. WARRANTY

Bidders must include a statement of warranty with the bid. Manufacturer shall provide a minimum Basic Warranty of 3 years / 36,000 miles. The basic warranty shall apply to all

parts and equipment on vehicle that fail during normal use due to manufacturing defect in factory-supplied materials or factory workmanship.

Additionally, the manufacturer shall provide a Powertrain Warranty of 5 years / 60,000 miles that applies to the engine, transmission, four-wheel drive.

#### **4. DELIVERY AND ACCEPTANCE**

Successful bidder shall deliver the vehicle to Owner's location in Raton, New Mexico, no later than 90 days following award. Upon delivery, the City of Raton shall complete final inspection and acceptance. Until acceptance, protection and insurance shall remain the responsibility of the Bidder. If upon inspection the vehicle is found to be defective or fails to meet the specifications, the Bidder shall remedy or remove and replace the vehicle in an acceptable manner at the Bidder's expense.

Full payment shall be provided by the Owner to the Vendor at the time of delivery of the ordered vehicle, and upon acceptance of the vehicle by the Owner.

#### **5. TERMS AND CONDITIONS**

When the City of Raton issues a Purchase Order in response to the Vendor's bid, a binding contract is created.

The order, interest in the order or claim thereunder, shall not be assigned or transferred by the Vendor, unless expressly authorized in writing by the Owner. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

The Vendor shall submit a duly certified invoice to the Owner which shall include an order number, description of equipment supplied, and price.

The Owner reserves the right to cancel this order without cost to the Owner if the Vendor fails to meet the provisions of this order and to hold the Vendor liable for any excess costs incurred by the Owner due to the Vendor's default. The Vendor shall not be liable for excess costs if failure to perform the order arises without fault or negligence of the Vendor.

To the extent permissible under each party's respective policies of insurance, each party shall indemnify and hold harmless the other party, and its shareholders, directors, officers, employees and agents, from and against all damages, costs, expenses, liabilities, claims, demands, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which either party might be liable, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party and its shareholders, directors, officers, employees and agents.

END OF SPECIFICATIONS

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that 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 or business 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.

**Name(s) of Applicable Public Officials(s) if any:**

Mayor – James Neil Segotta, Jr.

Mayor Pro Tem – Linde Schuster

Commissioner – Ronald Chavez

Commissioner – Donald Giacomo

Commissioner – Lori Chatterley

Municipal Judge – Roy Manfredi

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

Signature Date \_\_\_\_\_

Title (position) \_\_\_\_\_

**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.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (Position) \_\_\_\_\_



# Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.