



**ANNOUNCEMENT OF COMPETITIVE
SEALED BID REQUEST**

O.T.R. Tire and Miscellaneous Tire

Recycling Project

Per Specifications

BID DUE DATE: February 21, 2019 2:00 PM

Purchasing Agency

**The City of Raton
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740
<http://ratonnm.gov/>**

NOTICE OF INVITATION FOR BID

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton, New Mexico for a contract to load, haul and recycle O.T.R. Tires and other tires.

Sealed bids will be received at the Office of the City Clerk, located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton, New Mexico 87740. Bids are due by Thursday February 21, 2019 at 2:00 PM. All interested parties are invited to attend. 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. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Copies of the bid documents are available for download on the City's website 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.

Raton City Clerk/Chief Procurement Officer: Michael Anne Antonucci

Date: February 7, 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 O.T.R. Tire Recycling project" 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

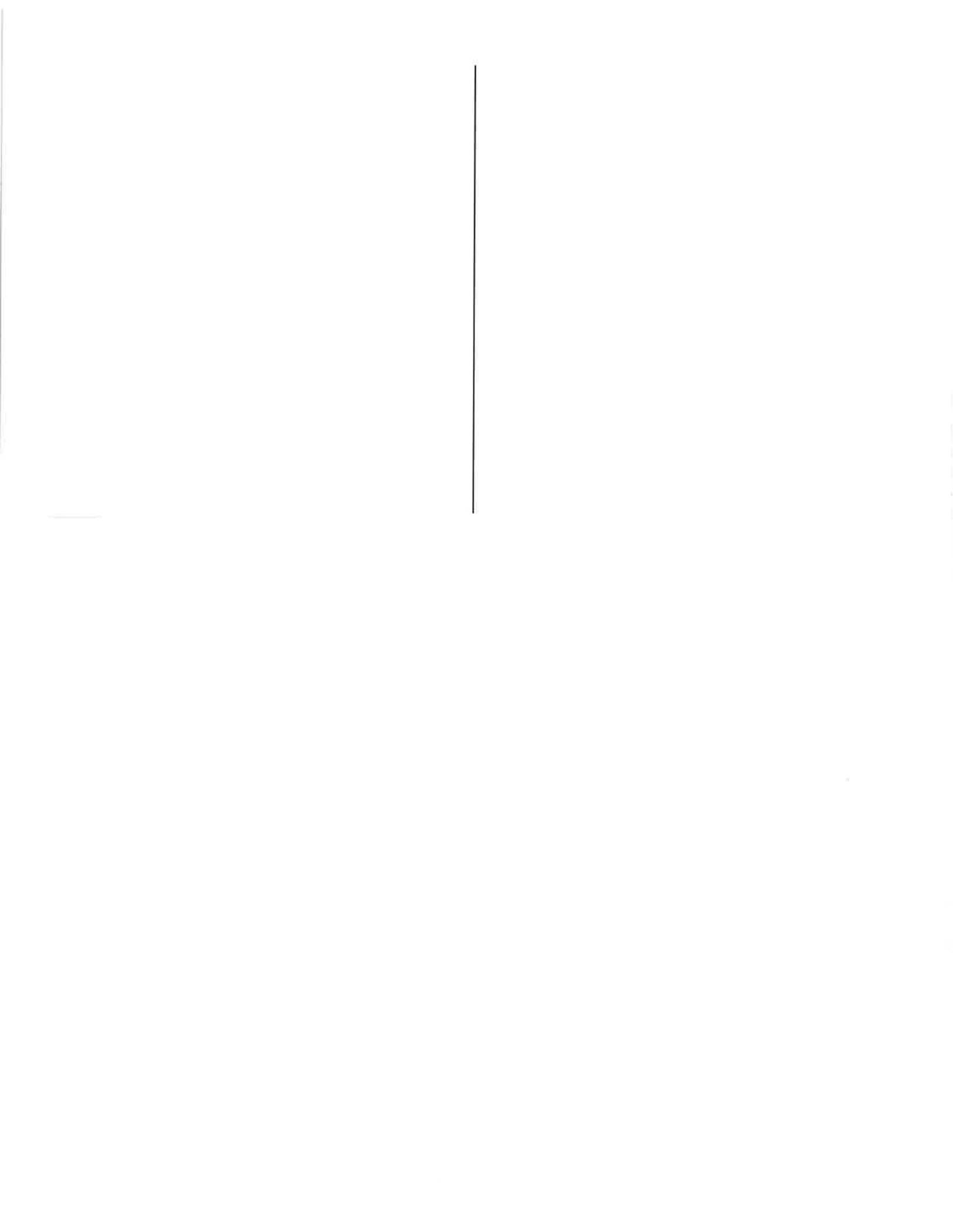
The Owner will issue a written Notice to Proceed to the successful Vendor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

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).



REQUEST FOR SEALED BIDS

For: **City of Raton
Tire Recycling Project
February 21, 2019**

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

Gentlemen:

The undersigned bidder, having examined the requirements of the project, documents relating to the project and conditions and characteristics of the work, and having familiarized himself/ themselves with project locations, hereby proposes to furnish all materials as specified, tools, equipment and to perform all labor, supervision and work necessary for the complete construction of the work described and in accordance with attached project documents, applicable specifications and codes and to contract for the unit prices itemized as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Bid Price</u>	<u>Amount Bid</u>
1.	Load, Transport and Recycle OTR Large Tire OTR tire sizes ranging from 9.00-24 being the smallest to 35 x 65-33 loader-dozer being the largest with several various sizes in between Bid Unit – Each Tire	150	_____	_____
2.	Load, Transport, and Recycle Semi-Truck Tires Bid Unit – Each Tire	2000	_____	_____
3.	Load, Transport, and Recycle Skid Steer Tires Bid Unit – Each Tire	100	_____	_____
Subtotal of Bid Items 1 through 3,			_____	_____

****Amount bid must reflect all applicable taxes, fees, tipping fees, or environmental fees, etc. ****

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 reject any or all quotes, to waive any informalities, or to accept any portion of the bid as is in the best interest of the City of Raton.
- B. To execute the standard form of contract and to furnish Certificates of Insurance within fifteen (15) days following receipt of notification of acceptance of this proposal.
- C. To commence work within 60 calendar days following issuance of Notice to Proceed, or such additional time as may be allowed in writing by the City of Raton, and to complete the contract as awarded by June 1, 2019. Liquidated Damages in the amount of two hundred dollars (\$200.00) per consecutive calendar day shall be paid by the Contractor to the Owner for each calendar day in excess of June 1, 2019.
- D. The Owner or its authorized representatives may adjust quantities of contract items as in the best interest of The City of Raton to meet project and budget requirements
- E. The awarded contractor will bear all costs for taxes, license, fees, permits, etc. that affect this contract. The contractor must meet all applicable regulations for hauling scrap tires in the states of New Mexico and Colorado and be in compliance with New Mexico Recycling, Illegal Dumping and Scrap Tire Management Rule (RIDSTMR) (20.9.20.26 - 20.9.20-32 NMAC).
- F. The end result of the project must be the recycling of tires which may include creation of crumb rubber or tire derived fuel, etc. Tire shall not be land filled or disposed of in any other manor.
- G. Successful contractor shall be responsible for loading of their own transport vehicles. The address of the facility is 1982 Armstrong Lane in Raton, New Mexico
- H. The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified New Mexico Resident Contractor and NMSA 13-1-21/ 13-1-22 regarding Certified Veterans Preference in this procurement.
- I. Contractor is responsible for checking the sizes and ranges of OTR tires. A site trip and photos can be arranged for viewing if requested.

Respondent acknowledges receipt of the addenda: _____

Bid Respectfully Submitted:

Dated this _____ Day of _____, 20_____

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

New Mexico Resident Contractor

Certification Number

(If Applicable; NMSA 13-4-2) _____

New Mexico Veterans Preference

Certification Number

(If Applicable; NMSA 13-1-21/ 13-1-22) _____

Contractor's Federal I.D. Number: _____

ATTEST: _____

Secretary

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 Official(s) if any:

Mayor – James Neil Segotta
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)

**Technical Specifications
The City of Raton Tire Bale
Transportation Contract**

Part 1 General

Scope of Work:

1. The City of Raton (City) is seeking quotes to transfer tire bales from the City of Raton solid waste facilities: The City of Raton Transfer and Recycle Facility located at 1980 Armstrong Lane in Raton, New Mexico to a recycling plant of the contractors choosing. Transfer of the tires shall be on contractor owned trailers.
2. May perform hauling up to two trailer loads per day. Loading of Contractor Trailers shall be performed Monday thru Friday, between the hours of 8:00 a.m. and 3:00 p.m.

The tire recycling facility to be transported to shall be an independently owned and operated third party facility.. Tire Recycling Facility terms of operation, including times and dates, and health and safety provisions are determined by the recycle facility operator. It will be the responsibility of the Hauling Contractor to become familiar with and comply with disposal facility's terms, operation policies, hours, and procedures.

3. The City of Raton shall provide a loader and operator to assist with loading of trailers Contractor shall be responsible for providing all manual labor and materials necessary to load tire and secure the load in accordance with applicable rules and regulations. Contractor shall provide and perform appurtenant tasks, daily inspection of trailers, and minor maintenance to trailers typically required for the functional operation of loading, transporting, unloading, moving, parking, operation of mechanical, hydraulic and electrical systems, and permit/ compliance tasks.
4. Contractor shall provide tractor(s)/ transportation vehicle(s) as needed for the functional operation and transportation of trailers and containers to designated tire recycling facility. Contractor shall be required to transport loaded and unloaded trailers intrastate and interstate on available federal, state and local routes. Contractor shall provide equipment for the reliable, safe, efficient transportation of tire bales. Contractor's equipment shall conform to applicable federal, state and local laws, regulation, statute, ordinance, and shall be continuously available, prepared and functional for usage on the regularly established schedule determined by the City of Raton.
5. The awarded contractor must abide by all Federal, State, and local laws, ordinances, statues, etc. that affect this hauling contract.
6. The awarded contractor will bear all costs for taxes, license, fees, permits, etc. that affect this contract. It is the responsibility of the contractor to know all applicable regulations and to posses any required permits or certificates. Contractors shall familiarize themselves with the New Mexico Recycling, Illegal Dumping and Scrap Tire Management Rule (RIDSTMR) (20.9.20.26 - 20.9.20-32 NMAC), scrap tire haulers shall register with the New Mexico Environment Department (Department) thirty (30) days prior to operations and every five years thereafter. The contractor shall be required to generate tire manifest forms , popery execute them, and return them to the City of Raton.

7. It is the responsibility of the Contractor to ensure that the designated facility is open prior to shipment. The Contractor should consider himself at risk once he has removed the load from the transfer location. The City will not compensate the transporter for costs incurred in the event that the facility closes prior to his arrival. Under no circumstance will the city pay for the transportation of the same load more than once. The contractor should satisfy himself that the road is passable and the facility open prior to removing the transport vessel from the transfer site.
8. Commingling of loads prohibited. The contractor is notified that only tires from the City of Raton and loaded at the Raton transfer facility are to be transported in any trailer, container or vehicle that is expensed to the City of Raton. The contractor shall not pick up or transport any waste or product on behalf of Contractor, other agency, or third party while engaged by the City of Raton. Backhaul of any material or product is allowed.
9. For the purpose of this bid request, the contractor is informed that the designated facility will be selected independently by the contractor. Bidder shall provide bid pricing per the attached Bid Schedule.
10. The Contractor is solely responsible for the tires from the time it leaves the transfer facility until it reaches the designated recycle facility. It is the contractor's responsibility to ensure that all waste is handled and transported in accordance with applicable laws and regulations. The contractor is solely responsible for any debris that may exit the vehicle during transport. The contractor shall be liable for cleaning up any debris, waste or related material that is dislodged during transport including an accident or inadvertent dumping.
11. The Contractor shall make himself familiar with the requirements of the contract, facilities of the City of Raton, and the statutory requirements of the work. Contractor shall acknowledge that time is of the essence and Contractor's failure to meet scheduled waste transportation or delay in performance of required transportation in a timely manner will cause material harm to the City of Raton. Contractor shall warrant his ability to provide competent, qualified personnel and supervision, proper equipment as required, and ability to meet City of Raton requirements.
12. The Contractor shall maintain insurance coverage throughout the contract term for not less than the following amounts or greater as required by law or regulations:

a. Workman's Compensation:	Statutory
b. Comprehensive General Liability:	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$500,000
Combined Single Limit	\$1,000,000
c. Comprehensive Automobile Liability:	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$500,000
Combined Single Limit	\$1,000,000

The City of Raton Municipal Solid Waste Transportation Contract

Part 2 Contractor Requirements, Conditions, Measurement and Payment

The Contractor shall provide the following equipment and adhere to the following provisions:

The Contractor shall provide a minimum of one (1) tractor and trailer for transportation.. Contractor shall be required to obtain all permits necessary to transport solid waste within New Mexico and Colorado, and shall be capable of transporting solid waste to designated disposal facilities listed in these specifications. Permit costs, taxes and fees shall be incidental and no separate payment shall be made. Tire bales shall be loaded at the City of Raton transfer facility and transported to recycle facility as designated by the City of Raton.

Measurement and Payment

The Contractor shall be paid for each tire that is loaded, transported and recycled in accordance with the bid form. Contractor may submit one application for payment each month. Contractor shall provide an invoice and all supporting documentation for each payment application. Contractor must supply all manifest paperwork prior to payment being made.

CITY OF RATON
PURCHASING TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED

- 1. It is the intent of the Owner to award a contract to the lowest responsible written quote, provided the quote has been submitted in accordance with the requirements of the request for written quotes. The unreasonable failure of a quoting party 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).**
- 2. Quotes shall comply with instructions and bidders shall provide the information requested. respondents non-compliance or exception to requirement may result in rejection of quote, as determined at the exclusive determination of the City of Raton.**
- 3. Quotes received later than the time and date specified will not be considered.**
- 4. Corrections and/or modifications received after the opening time specified will not be accepted.**
- 5. All purchases made by the City of Raton are subject to the New Mexico Public Procurement Act (§13-1-29 through §13-1-199) and the City of Raton applicable ordinance rules, and/or regulations.**
- 6. The City of Raton reserves the right to reject any and all quotes, to waive any informality in quotes, and unless otherwise specified to the bidder, to accept any item on the bid. Conditional Bids or Bids with additional terms will not be accepted.**
- 7. In case of error in the extension of prices in the bid, the unit price will govern.**

Sample Contact

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between *The City of Raton*

(hereinafter called OWNER) and _____

(hereinafter called CONTRACTOR).

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows: *City of Raton O.T.R. Tire Recycling Project*

ARTICLE 2 – THE PROJECT

2.01 The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

The work shall consist primarily of tasks of loading, transporting, and recycling O.T.R., semi truck, and skid steer tires located in Raton, N.M.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

*Kenneth Scott Berry, New Mexico Professional Engineer Registration No. 12848
City Manager – City of Raton
224 Savage Avenue
Raton, New Mexico 87740*

who is hereinafter called ENGINEER and who is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The work will be substantially completed by June 1, 2019

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Works is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), CONTRACTOR shall pay OWNER \$ 200.00 for each day that expires after June 1, 2019.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment to the Solid Waste Manager, Jason Phillips up to two times per month.

6.02 Progress Payments;

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during the performance of the Work.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and

drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents,
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. The Agreement (pages 1 to 8 , inclusive);
 - 2. Performance Bond (pages NA to NA , inclusive)
 - 3. Payment Bond (pages NA to NA , inclusive);
 - 4. Other Bonds;
 - 5. General Conditions (pages NA to NA , inclusive);
 - 6. Supplementary Conditions (pages NA to NA , inclusive);

7. Specifications Supplementary Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered NA through NA, inclusive, with each sheet bearing the following general title ___; and applicable detail drawings
 9. Addenda (number _____, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages _____ to _____, inclusive);
 - b. CONTRACTOR's Quote: Attached, Pages QPF1-3;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (_____);
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s);
 - d. Task Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____
(which is the Effective Date of The Agreement).

OWNER:

CONTRACTOR:

The City of Raton

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Post Office Box 910

224 Savage Avenue

Raton, New Mexico 87740

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where Applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: *Mr. Scott Berry*

Name: _____

Title: *City Manager*

Title: _____

Address: *224 Savage Avenue*

Address: _____

Post Office Box 910

Phone: *(575) 445-9551*

Phone: _____

Facsimile: *(575) 445-3398*

Facsimile: _____

