

**Request for Sealed Bids
For Installation and Construction of**

City of Raton

Multi-Modal Transportation Center EV Charging Stations Project

Project No. COR00021-02

March 25, 2021



Contracting Agency

**The City of Raton
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740
(575) 445-9551**

Invitation to Submit Sealed Bid

The City of Raton
Multi-Modal Transportation Center
EV Charging Stations Project

Project No. COR00021-02

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton for the Multi-Modal Transportation Center EV Charging Stations Project - No. COR00021-02. The work shall generally consist of design, furnishing and installation of two (2) Commercial Grade Dual Port Pedestal Mount Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use on City-owned property. Equipment shall be configured for session-based billing functionality with payment options including major credit cards, payable to Raton Public Service Co. at established rates. Equipment shall be owned by the City of Raton without restriction or obligation.

Scope of work also includes system start-up and networking as necessary for a complete functional installation and all other appurtenant work included and shown in the Project Documents and Specifications.

Sealed bids shall be received until Thursday, March 25, 2021 at 2:00 PM at the office of the Raton Chief Procurement Officer as follows:

The City of Raton
224 Savage Avenue
Post Office Box 910
Raton, New Mexico 87740
(575) 445-9551

Sealed bids received after this date and time will be returned unopened. Complete project 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.

Posted by: Michael Anne Antonucci
City Clerk/Chief Procurement Officer
March 11, 2021

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS AND TERMS

Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (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 Alternate Bid: Amount stated in the Bid as the sum to be added to or deducted from the amount of the Base Bid, if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
- 1.3 Base Bid: Amount stated in the Bid as the sum for which the Bidder offers to perform the Work, excluding Alternate Bids and applicable taxes.
- 1.4 Bid: The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed in conformance with the Bidding Documents.
- 1.5 Bid Lot: A major item of Work for which a separate quotation or bid is requested.
- 1.6 Bidder: One who submits a Bid directly to the Owner, as distinct from a subcontractor, who submits a bid to a contractor.
- 1.7 Bidding Documents: The Bidding Requirements and the Contract Documents, including drawings.
- 1.8 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.
- 1.9 Chief Procurement Officer: means the person within the local public body's central **purchasing office** who is responsible for the control of **procurement** of items of tangible personal property, services and construction.
- 1.10 Invitation for Bid (IFB): All documents, including those attached or incorporated by reference, utilized for soliciting sealed bids (§13-1-64 NMSA 1978).
- 1.11 Owner: The Owner shall be The City of Raton, New Mexico, whose address is 224 Savage Avenue/ Post Office Box 910, Raton, New Mexico 87740
- 1.12 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 construction described in the Invitation for Bid (§13-1-82 NMSA 1978).
- 1.13 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).
- 1.14 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 Contractor 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) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work, and (d) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Bidding Documents.
- 2.4 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 Work.

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 Chief Procurement Officer (unless another issuing office is designated in the IFB). Bidding Documents may also be reviewed at the Plan Rooms designated in the Invitation for Bid. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within 10 calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Chief Procurement Officer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner and the Chief Procurement Officer, 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 Chief Procurement Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded 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 and Subcontractors shall promptly notify the Chief Procurement Officer 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 Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Chief Procurement Officer, application for such acceptance will not be considered by the Chief Procurement Officer until after the "effective date of the Contract". The procedure for submittal of any such application by the Contractor and consideration by the Chief Procurement Officer 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 Chief Procurement Officer 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 Where there are two or more major items of Work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, 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.
- 4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- 4.1.8 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.2 **[NOT USED]**

4.3 **PREBID CONFERENCE**

- 4.3.1 No Pre-Bid Conference is scheduled. Individual bidders may schedule an independent site visit or obtain additional information regarding the project by contacting the Raton City Manager at (575) 445-9551.
- 4.3.2 Prospective Bidders, Subcontractors, and Vendors are encouraged to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, 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:

- Itemized Bid Proposal Form - Signed, sealed and attested.
 - Executed Campaign Contribution Disclosure Form
 - Executed Addenda Form (If Applicable)
 - Copy of NM Resident Contractor Preference Certificate or NM Resident Veteran Business Preference Certificate (Applicable only if preference is claimed)

- 4.6.2 The envelope shall be addressed to the: **CHIEF PROCURMENT OFFICER**, 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:

- MULTI-MODAL TRANSPORTATION CENTER EV CHARGING STATIONS PROJECT**
 - PROJECT NO. COR00021-02**
 - MARCH 25, 2021**

The sealed envelope shall have the notation "SEALED BIDS ENCLOSED" 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, 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 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with paragraph 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids,

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).

4.8 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 Construction Contract (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 contract throughout, and will be deemed to be included in the Contract 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 Contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner' and the Administrator/Clerk 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).

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.
- 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 construction 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 construction contract, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund Alternate Bids, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates). If the award is based on alternates, the Owner shall accept them in the numerical order in which they are listed in the Bid Form, as produces a net amount which is within the available funds.
- 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).
- 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 [NOT USED]

6.2 [NOT USED]

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract 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 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 Contractor 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 with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar days after the date of the Notice of Award shall be "**just cause**" for the cancellation of the award and the forfeiture of the bid security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. 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 construction described in the Bidding Documents (§13-1-82 NMSA 1978).

REQUEST FOR SEALED BID

Sealed Bid Submittal is Due No Later Than 2:00 pm Thursday March 25, 2021

Project: Raton Multi-Modal Transportation Center EV Charging Stations
Project No. COR00021-02
Located at Raton Multi-Modal Facility – 101 South Second Street
Raton, New Mexico

Sealed Bid submitted to: The City of Raton
Chief Procurement Officer
224 Savage Avenue
Post Office Box 910
Raton Municipal Building
Raton, New Mexico 87740
(575) 445-9551

Proposing Firm shall provide firm price bid for the provision and functional installation of specified electrical vehicle charging equipment, installation of equipment and functional system start-up.

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for sealed Bids for the **Raton Multi-Modal Transportation Center EV Charging Stations Project**, having examined available project documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of equipment, labor, materials and supplies, hereby proposes to furnish all equipment, labor, materials and supplies, and to construct the project in accordance with the contract documents at the firm price stated below. These prices are to cover all expenses incurred in performing the work required under the project documents, of which this proposal is a part. The Contractor will be paid on a fixed price basis.

Sealed Bid Price Schedule:

- 1. OFFEROR shall provide system design, furnish and install two (2) Commercial Grade Dual Port Pedestal Mount Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use on City-owned property. Equipment shall be configured for session-based billing functionality with payment options including major credit cards. Contractor shall provide engineering and design services necessary for successful implementation of project.**

OWNER shall provide and construct trenching, subsurface conduit and conductor, concrete base and foundation, circuit panel, and connection to Owner's electrical distribution system.

CONTRACTOR shall provide and install complete and functional EV Charging Equipment, above-surface electrical components and installation and complete electrical connections, and all other appurtenant work, materials and equipment included and shown in the Project Documents and Specifications.

Offeror is instructed to complete Proposed Price Schedule, inclusive of all items.

Submitted to the City of Raton:

The undersigned proposing firm, having examined the requirements of the project, and conditions and characteristics of the work, and having familiarized himself/ themselves with project locations, hereby proposes to furnish all materials, tools, equipment and to perform the work described for the unit prices itemized as follows:

Firm Sealed Bid to Perform All Work as Specified:

No.	Description	Units	Quantity	Quoted Unit Price	Amount
(a)	(b)	(c)	(d)	(e)	(d x e)
1.	Provision and Functional Installation of Electric Vehicle Charging Station One (1) Commercial Grade Dual Port Pedestal Mount Level II; as described In attached specifications	Each	2	_____	_____
2.	Network, Product and Agency/ User Support 60 Month Period	Lump Sum	1	_____	_____
Total of Quote Amounts for Items 1 and 2, Excluding New Mexico Gross Receipts Tax				_____	_____

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

1. The terms and request attached represent the minimum general size, capacity and performance characteristics desired in the improvements to be provided and installed. 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 Offeror and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
2. The basis for award of the work shall be the lowest responsive bid amount without New Mexico Gross Receipts Tax. An award may be made to the lowest Responsible Qualified Offeror on the basis of the Owner's evaluation. A Successful Offeror does not become the Contractor until an agreement is signed with the Owner.
3. The City of Raton reserves the right to reject any or all bids/ proposals if such action is in the best interest of the City of Raton, or otherwise modify the proposed work as necessary to complete the project as required or to meet budget restrictions.
4. The Owner shall have the right to waive technical irregularities in the form of the Bid/ Proposal of the low Offeror, which do not alter the price, quality, or quantity of the Price Bid.
5. To commence work within 30 calendar days following execution of the contract, or such additional time as may be allowed in writing by The City of Raton, and to complete the contract as awarded within 30 calendar days.
6. The Contractor shall be considered an independent Contractor and not an employee of the City of Raton.
7. 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. Bidders must include a copy of their preference certificate with their bid. The City of Raton shall NOT award a business both a Resident Contractor Preference and a Resident Veterans Preference. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>
8. The Offeror 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 Offeror 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. Offeror 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.

Respondent acknowledges receipt of the addenda: _____

Bid Respectfully Submitted:

Dated this _____ Day of _____, 2021

Firm Name: _____

By (Signature): _____

Print Name: _____

Title: _____

Business Address: _____

Business Telephone: _____

N.M. Resident Contractor

Certification Number

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

(Must also attach copy of certificate if claiming preference)

N.M. Veterans Preference

Certification Number

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

(Must also attach copy of certificate if claiming preference)

Contractor's Federal I.D. Number: _____

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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
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

PART 1 – GENERAL PROVISIONS

The Contractor shall supply all labor, equipment, tools, supervision, materials, parts and appurtenances, whether or not specifically required or detailed by Project Drawings, Specifications, or Contract Documents, to complete a fully functional project. Where applicable, material and equipment manufacturer's recommendations or specifications shall be submitted by the Contractor to the Owner's Project Representative and shall receive written approval for incorporation into the work. If approved, manufacturer's recommendations or specifications shall be fully complied with. The Contractor is required to supply qualified and competent labor and supervision capable of completing the requiring work in a timely manner and the necessary equipment in safe and good working condition suitable for the required work. Contractor shall be responsible for protection of the site, work, and materials from adverse effects resulting from weather and environmental conditions, drainage, runoff, groundwater, surface water, traffic, vandalism, equipment damage, or other potentially harmful conditions until final acceptance of the work by Owner. Any damaged work or materials shall be removed and replaced at the Contractor's expense, with no additional cost to Owner. Contractor shall be responsible for safety of workmen, the public, and the Owner or representatives of the Owner.

Safety, Traffic Control and Mobilization are incidental and no direct payment will be made. Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental.

Materials and Equipment – All materials, equipment and appurtenances shall be provided, installed, and constructed by the Contractor, unless otherwise specified. The materials and equipment used on the work shall conform to the requirements of the contract, plans, and specifications. Materials and equipment that are manufactured or processed shall be new. Contractor shall provide materials and equipment certificates of compliance to the Project Engineer for all materials for all contract items. Contractor shall provide complete documentation to demonstrate compliance of materials and equipment with project specifications and applicable standards. Preparation of certified test reports or other compliance activities shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these activities.

Storage, handling, and transporting materials and equipment, and other similarly appurtenant tasks, shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these tasks.

Contractor quality control is the responsibility of the Contractor and is concerned with detecting changes in production, then taking the necessary steps to control the process to correct the change in production. Contractor quality control involves decisions based on the results of random samples of a small fraction of production material and equipment. The

Contractor shall implement quality control procedures that will effectively monitor material and equipment quality and the Contractor shall inform the Project Engineer of material conditions. Quality control shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these tasks.

Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental. Staging, material storage, handling and protection, use of water, electricity, waste hauling and disposal, and construction administration, planning and management by the Contractor are incidental and no direct payment will be made. Necessary work and materials needed to complete the project for which there is no bid item shall be considered as incidental and shall be provided by the Contractor without additional payment by Owner.

Submittals – Contractor shall provide submittal items including manufacturers specifications and construction information, schedules, product data, shop drawings, test data, product samples, warranties, and operations and maintenance (O&M) data. Submittals shall be required and written approval issued by Owner prior to procurement of equipment or materials or construction.

PART 2 – DESCRIPTION OF EV CHARGING SYSTEM PROVIDED AND INSTALLED

Contractor shall provide, furnish, and install and two (2) Commercial Grade Dual Port Pedestal Mount Level II electric vehicle (EV) charging stations with dedicated dual-circuits per charging station and infrastructure to serve four (4) EV parking spaces for public use on City-owned property. Equipment shall be configured for session-based billing functionality with payment options including major credit cards. Contractor shall provide engineering and design services necessary for successful implementation of project. Upon completion and acceptance, installation shall be exclusively owned by the City of Raton for public usage without restriction or obligation. System shall be accessible to all members of the public, with no membership to a specific network required for access.

Contractor shall demonstrate the ability to successfully implement the project and provide qualified and experienced personnel in the completion of this task. Key project personnel shall have successfully participated in the completion of a minimum of ten (10) similar projects.

Installation shall include (but not be limited to):

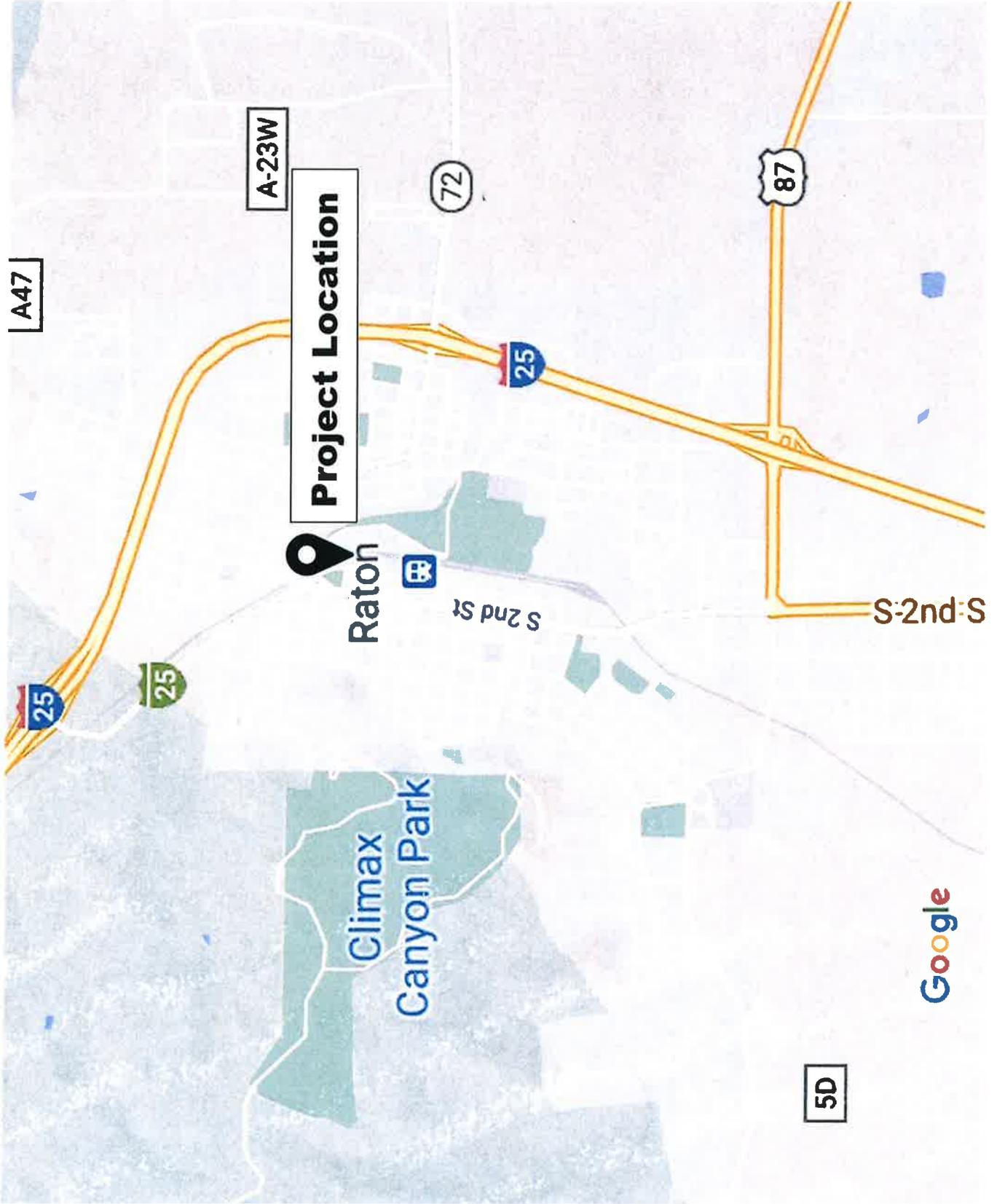
- Fast Level 2 Dual Output Bollard Style unit 208/240V capable of dispensing up to 80 amp and up to 19.2kw output per port, even when both ports are in use.
- Charging stations shall be weatherproof, durable and designed for outdoor installation. Bollards shall be designed to provide protection from weather, vandalism and light impact. Meet standard for enclosures for electric equipment, NEMA, Type 3R exterior enclosure or equivalent for use in wet or dry locations. Level II charging equipment must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards. All subsurface conductor shall be installed in conduit meeting generally accepted code requirements.
- Level II charger must be able to operate without any decrease in performance with an ambient temperature range of minus 22 to 112 degrees Fahrenheit with a relative humidity of up to 95%.
- Provide Standard SAE J1772 Charge Connectors, with charge cable length of 25 feet and integrated charge connector holster. Connections to the EVSE shall comply with all applicable codes and regulations.
- Level II charger must have a cord management system or method to eliminate potential for cable entanglement, user injury and connector damage from lying on the ground. Each charger shall be installed so that it is ADA accessible and compliant. Provide convenient, user-friendly user interface including daylight readable color LCD

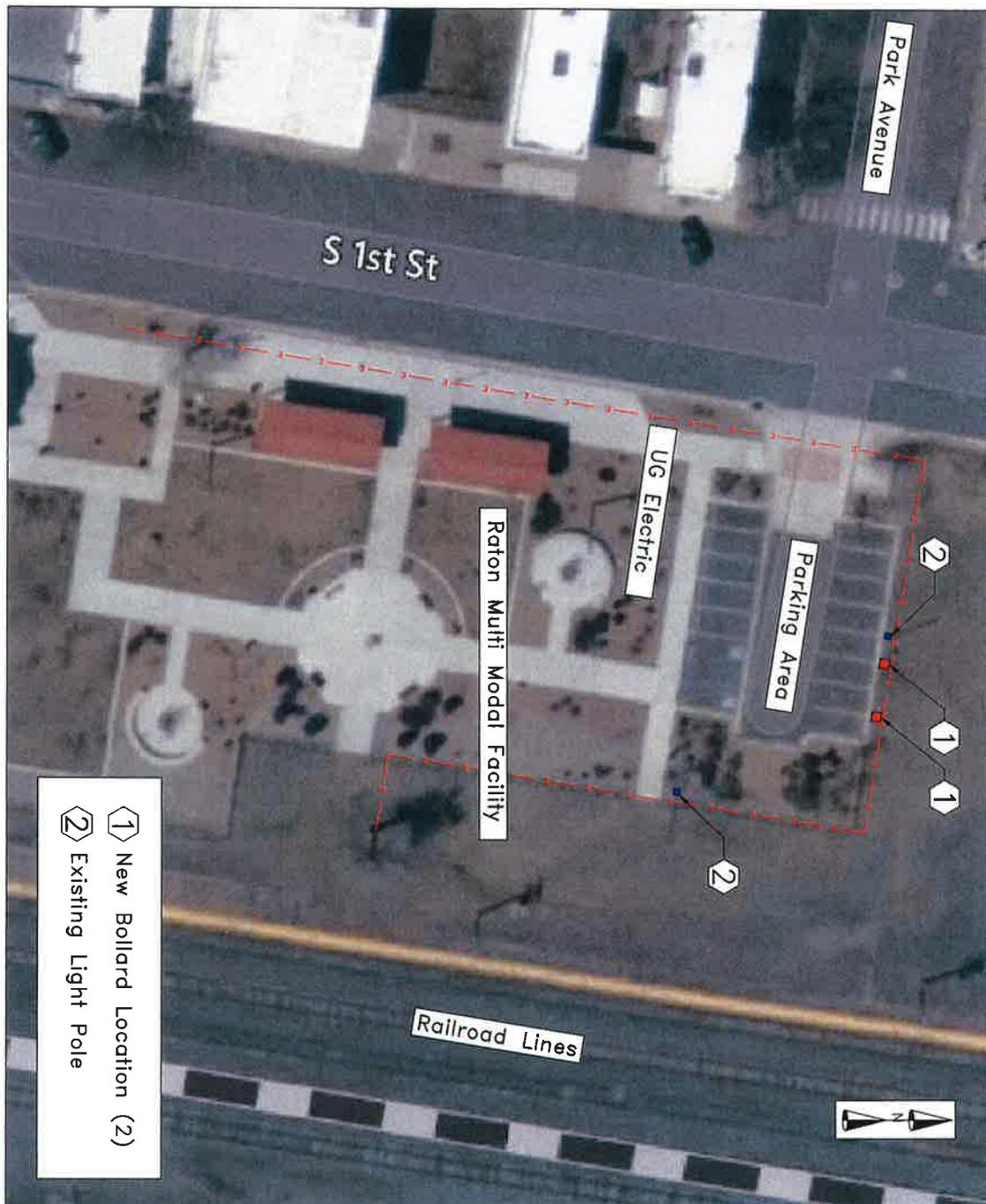
with touch screen at 800 x 480 resolution providing display charging station status and transaction details.

- System shall meet industry standards for safety including ground monitoring circuit, charge circuit interrupting device with automatic test, nuisance tripping avoidance and auto re-closure, and cold load pickup - auto-restart following a power outage. Equipment to comply with the limits for Part 15 of the FCC Rules.
- Contractor shall securely mount charging stations on concrete pad provided by Owner. Contractor shall provide bolting/ fixture attachment requirements.
- System shall be provided with universal payment system allowing multiple payment methods to be used by charging drivers, including major credit card payment method. The system shall utilize open communication protocols allowing interoperability for electric grid services, including Open Charge Point Protocol (OCPP) for communication between EV charging station and electric grid stakeholder. All pay equipment must possess the capabilities to ensure credit card transactions are compliant with the latest PCI and PA-DSS standards. The Contractor must provide commercially reasonable security standards to protect sensitive and/or confidential data both in transit and at rest.
- Contractor shall provide initial station activation, configuration and validation service to verify the installation has been completed per manufacturer's specifications. Verification shall ensure that charging station installation meets all the manufacturer's published requirements and applicable codes.
- EV charging equipment must be networked, which is defined as a charger connected to a back-end network operations center. Contractor shall provide integrated wireless networking connection enabled for cellular data with tested and functional network connectivity. Network communications shall provide data such as date and time of usage, start and stop time, accurate utilization rates, kWh and kW draw, amount charged to the user, station status and health in real time, malfunction or operating error, and full site level usage report.
- Contractor shall provide one year of maintenance and support and shall identify proposed annual network fees for up to 5 years in bid price.

Warranty: Contractor shall warranty charging equipment for 5 years of operation.

Agreement: It is anticipated that the form of agreement to provide EV charging stations will be one that the selected vendor has utilized with another agency involving a similar scope of work. In negotiating the contract, the City will review the proposed agreement and note modifications, if necessary, to reflect the City's standard agreement terms and conditions. Generally, these include clauses such as independent contractor status, hold harmless and indemnification provisions, \$1,000,000 insurance liability coverage, no conflict of interest, non-collusion, non-discrimination, and other such clauses.





- ① New Bollard Location (2)
- ② Existing Light Pole

Sheet G-1	Title: <i>Project Site Plan</i>	Project: Raton Multi-Modal Transportation Center EV Charging Stations Project	<table border="1"> <thead> <tr> <th>REV NO</th> <th>REV DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV NO	REV DATE	DESCRIPTION												
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Prepared For: The City of Raton 224 Savage Avenue Post Office Box 910 Raton, New Mexico 87740		PROJECT NUMBER: CR00021-02 DRAWN BY: K. S. Berry PROJECT ENGINEER: K. S. Berry SCALE: 1 inch = 20 feet DATE OF DRAWING: February 14, 2021																