

**CIBOLA COUNTY  
STATE OF NEW MEXICO**

**INVITATION FOR BIDS (IFB)**



**TANKER AND PUMPER**

**CIBOLA COUNTY PURCHASING  
700 Roosevelt Avenue, Suite 50  
Grants, NM 87020**

**ISSUED:**

**BID OPENING: January 4, 2017, at 4:00 PM MDT**

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## I. INTRODUCTION

This section provides general information that applies to this procurement.

### A. PURPOSE OF THIS INVITATION FOR BIDS

The County of Cibola seeks sealed bids from qualified bidders that can provide a new tanker and pumper for the Cubero Volunteer Fire Department.

### B. SUMMARY OF CRITICAL INFORMATION

1. Deadline for receipt of sealed bids: **January 4, 2007 at 4:00 P.M., MDT**
2. Address for Delivery of sealed bids: **700 Roosevelt Avenue, Suite 50, Grants, NM 87020**
3. Bid Opening Time and Date: **January 4, 2007 at 4:00 P.M., MDT**
4. Bid Opening Location: **700 Roosevelt Avenue, Suite 50, Grants, NM 87020**

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this IFB.

### C. SUMMARY SCOPE OF WORK

The scope of work consists of providing the products or services specified herein, and attached hereto as Exhibit F.

### D. SCOPE OF PROCUREMENT

The scope of the procurement consists of delivering a tanker and pumper truck as specified elsewhere within this Invitation for Bid. Other local public bodies and state agencies, as defined in the New Mexico Procurement Code (13-1-28 NMSA 1978) may contract for the goods or services provided for by this procurement if allowed by their governing directives. This procurement will result in a single source award.

### E. PROCUREMENT MANAGER

The County of Cibola has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Bidders may contact **ONLY** the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Cibola.

**Frances Medina**

Cibola County Certified Purchasing Officer

<b><u>Delivery Address (Including sealed bid delivery):</u></b> <b>700 Roosevelt Avenue, Suite 50</b> <b>Grants, NM 87020</b>	<b><u>Mailing Address:</u></b> <b>700 Roosevelt Avenue, Suite 50</b> <b>Grants, NM 87020</b>
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Phone: (505) 285-2513

E-mail: frances.medina@co.cibola.nm.us

NOTE: All deliveries via express carrier (INCLUDING SEALED BID DELIVERY) should be addressed to Frances Medina's Delivery Address, above.

**F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"County" means the County of Cibola, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

"MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a competitive procurement.

"Procuring agency of the County" means the department or other subdivision of the County of Cibola that is requesting the procurement of services or items of tangible personal property.

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

"Successful Bidder" means the lowest priced Responsible Bidder to whom Cibola County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a Contractor until the County signs the Contract signed and submitted by the Bidder. One or more

Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

## **G. RESIDENT BUSINESS PREFERENCE**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

## **H. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

### A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	Certified Purchasing Officer (CPO)	December 5, 2016
2. Return of "Acknowledgment of Receipt" Form (Appendix A)	Potential Bidders (PB)	December 12, 2016
3. Pre-Bid Conference	Not Applicable	Not Applicable
4. Deadline to Submit Additional Questions	PB	December 16, 2016
5. Response to Written Questions/ IFB Amendments	PM	December 20, 2016
<b>6. Submission of Sealed Bids</b>	<b>Bidders</b>	January 4, 2017, 4:00 p.m.
7. Public Opening	Purchasing, Bidders, General Public	January 4, 2017, 4:00 p.m.
8. Bid Tabulation	Purchasing	January 9, 2016
9. Contract Award*	CPO/BCC*	TBD
10. Protest Deadline	Bidders	TBD

\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue IFB

This IFB is being issued by the Cibola Certified Purchasing Officer on behalf of the County of Cibola.



## 2. Return of “Acknowledgment of Receipt” Form

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A). Potential Bidders that return the form will be notified of the posting of any questions and answers regarding the procurement and will be notified of any amendments to the IFB that might be issued. The form should be returned by the close of business on the date indicated in Section II.A (Sequence of Events), above. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB and the potential Bidder may not receive any update notifications.

## 3. Pre-Bid Conference

There is no Pre-Bid Conference being held for this procurement.

## 4. Deadline to submit additional written questions

Potential bidders may submit additional written questions as to the intent or clarity of this IFB until the close of business on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph E.)

## 5. Response to written questions/IFB Amendments

Written responses to written questions and any IFB amendments will be posted to the Cibola County Purchasing Office web site. Notification of such posting shall be provided to all potential Bidders that have returned the “Acknowledgement of Receipt” Form found at Appendix A.

## 6. Submission of Bids

**BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.**

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph E. Bids must be sealed and labeled on the outside bottom left-hand corner of the package to clearly indicate that they are in response to the “Tanker and Pumper IFB.” Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.** A public log will be kept of the names of all persons or companies submitting bids.

## 7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Cibola County Commission Room, **700 Roosevelt Avenue, Grants, NM 87020** on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Purchasing Agent, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.E, above.) at least seven (7) days prior to the scheduled bid opening.

#### 8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions SHALL NOT be initiated by the Bidders.

#### 9. Contract Award

The Purchasing Agent anticipates the Board of County Commissioners will award the Contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

#### 10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Bidders shall begin on the day following the Contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Cibola County Purchasing Department  
Attn: Frances Medina, Certified Purchasing Officer  
700 Roosevelt Avenue, Suite 50

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

#### **1. Acceptance of Conditions Governing the Procurement**

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix C).

#### **2. Incurring Cost**

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

#### **3. Prime Contractor Responsibility**

Any Contract that may result from this IFB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the County. The County will only make Contract payments to the prime Contractor.

#### **4. Subcontractors**

Not Applicable.

#### **5. Amended Bids**

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble bid materials.

#### **6. Bidders' Rights to Withdraw Bid**

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the County.

## 7. Bid Offer Firm

Responses to this IFB will be considered firm for ninety (90) days after the due date for receipt of bids.

## 8. No Obligation

This procurement in no manner obligates Cibola County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities and one or more valid Purchase Orders are issued.

## 9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

## 10. Sufficient Appropriation

Any Contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

## 11. Legal Review

The County requires that all bidders agree to be bound by the General Requirements contained in this IFB. Any bidder's concerns must be promptly brought to the attention of the Procurement Manager.

## 12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

## 13. Basis for Bid

Only information supplied by the County in writing through the Procurement Manager or in this IFB should be used as the basis for the preparation of bids.

## 14. Contract Terms and Conditions

The Contract between the County the Contractor is contained at Appendix B, Contract.

## 15. Bidder Qualifications

The County may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The County will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The County reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

## 16. Right to Waive Minor Irregularities

The County reserves the right to waive minor irregularities. The County also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the County.

## 17. Change in Contractor Representatives

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

## 18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

## 19. County Rights

The County reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the County.

## 20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the County. However, any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

## 21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

## 22. Competition

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the County.

## 23. Use by Other Government Agencies

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and state agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Cibola County.

## 24. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County of Cibola.

## 25. Delivery and Failure to Meet Order Provisions

a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by Cibola County.

b. Failure to Meet Order Provisions: The County reserves the right to cancel all or any part of an order without cost to the County, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the County due to the Contractor's default.

## 26. County Furnished Property

County furnished property shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

#### 27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

#### 28. Packing, Shipping and Invoicing

- a. The County's Purchasing Order number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the Cibola County Accounts Payable.

#### 29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

#### 30. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the potential Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

#### 31. Samples

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly

show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

### 32. Award Rights

The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of the County.

### 33. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated by the Purchasing Agent

### 34. New Materials

All bid items are to be NEW and of most current production, unless otherwise specified.

### 35. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.



### III. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB.

#### A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

#### B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified in Section I.E on or before the closing date and time for receipt of bids.

#### C. BID CONTENTS

All bids **MUST** contain the following three (3) items:

1. **COMPLETED AND SIGNED Letter of Transmittal Form** (Found at Appendix C)
2. **SIGNED Contract** (Found at Appendix B)
3. **COMPLETED AND SIGNED BID FORM WITH PRICE(S)** (Found at Appendix B, Attachment 1)

Some bids **MUST** contain the following items, if required in Section IV, SPECIFICATIONS AND REQUIREMENTS:

4. Bid bond in proper format
5. Licenses/certifications or compliance forms
6. Any other items **REQUIRED** in Section IV, **SPECIFICATIONS AND REQUIREMENTS**.

Bids **MAY** contain the following **OPTIONAL** item:

7. Resident Business Preference Certificate (See Section I.G.)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix E to assist Bidders in insuring they are submitting a complete and proper bid.)

#### **D. BID FORMAT**

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

#### **E. BID SUBMITTAL REQUIREMENTS**

Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

## **IV. SPECIFICATIONS AND REQUIREMENTS**

This section details the minimum specifications for products or services sought by the County. It also provides information on the County's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

### **A. INFORMATION**

#### **1. Use of Brand Names and Numbers**

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. "No substitute" specifications may be authorized **ONLY** if required to match existing equipment.

#### **2. Equivalent Items Bid**

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

#### **3. Restrictive Specifications**

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a proposal on this bid, it is requested that their opinion be made known to the Purchasing Agent, in writing, at least seven (7) days prior to the bid opening date.

#### **4. No Bid Form**

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix D prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form **MAY** be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is **NOT** a requirement but will assist us in insuring the quality of this procurement and in improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

## **B. MANDATORY SPECIFICATIONS**

1. See Exhibit E.

2. Inspection

Bidder agrees to make the bid vehicle available for the performance of an independent inspection, arranged and paid for by the County.

3. Warranty

If a new vehicle is bid, a minimum of the manufacturer's standard warranty is required. If a used vehicle is bid, a minimum of a written ninety (90) day warranty is required.

4. Delivery

Delivery to Cubero Fire Department, within thirty (30) days of contract award at bidder's expense is required.

## **C. OTHER REQUIREMENTS, PRODUCT RELATED**

None.

## **D. OTHER REQUIREMENTS, SERVICES RELATED**

Not applicable.

## **E. OTHER REQUIREMENTS, CONSTRUCTION RELATED**

Not applicable.

## **V. BID OPENING, PROCESSING AND AWARD**

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in Appendix B and the role of Purchase Orders that may follow Contract award.

### **A. BID RECEIPT**

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

### **B. BID OPENING**

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.B.7, above, for specific information.

### **C. EVALUATION PROCESS**

#### **1. Compliance Review**

After the required public opening and reading, all timely receive bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

#### **2. Clarifications**

The Procurement Manager or Purchasing Agent may contact the Bidder for clarification of the response as specified in Section II.B.8.

#### **3. Other Information Sources**

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

#### **4. Bid Tabulation**

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s)

bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Price

After completion of the bid tabulation, the County will examine the results to determine which Bidder offers the lowest price to the County in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and awarded Contracts will be posted to our website within approximately two (2) weeks after the bid opening date.

**D. AWARD AND ORDER PROCESS**

1. Contract Award

Upon selection for possible Contract award, the County will add the Contractor's name and signatory information to the signed Contract (Appendix B) submitted by the Bidder and it will be submitted to the Board of County Commissioners with a recommendation for award. \* Once approved and signed by the Board of County Commissioners the Contract is officially awarded.

\*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

2. Order(s)

A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by Cibola County. Failure to comply is AT THE CONTRACTOR'S RISK and the County shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM

Invitation for Bids

### TANKER AND PUMPER TRUCK

In acknowledgment of receipt of this Invitation for Bids, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than December 12, 2016.**

The firm listed below does/does not (circle one) intend to respond to this Invitation for Bids.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Invitation for Bids.

Please return to:

**Frances Medina**  
Cibola County Certified Purchasing Officer  
700 Roosevelt Avenue, Suite 50  
Grants, NM 87020  
Phone: (505) 285-2513  
E-mail: frances.medina@co.cibola.nm.us

## APPENDIX B

### CONTRACT

## CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County, State of New Mexico, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Cibola County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall deliver products or perform the work outlined on the Bid Form attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered or work performed only upon receipt of a valid Purchase Order issued by the County that specifically identifies the products or services to be provided by the Contractor.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the County. Invoices are to be mailed to: Cibola County Accounts Payable, P.O. Box 507, Reserve, NM 87830.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).



**3. Term.**

This Agreement shall terminate upon acceptance by the County and payment for the specified product(s) or services.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

**8. Subcontracting.**

Not applicable.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16

NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

### **13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered or services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any

funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Non-Collusion.**

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the County.

**27. Survival.**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement

**28. Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the Contract at a public meeting or unless it is executed by the Cibola County Manager, if the amount of the Contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the County.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Incorporation and Order of Precedence.**

This Invitation for Bids and the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any Contract amendment(s), in reverse chronological order; then
2. this Contract itself; then
3. the Invitation for Bids; then
4. the Contractor's Bid Form; then
5. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The Contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;

- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Escalation Clause.**

Price escalation due to increased cost to the Contractor is not allowed.

**37. Warranties.**

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

**38. Commercial Warranty.**

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

**39. Inspection.**

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

**40. Inspection of Plant.**

The County may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

**41. Late Payment Charges.**

Except as otherwise agreed to: late payment charges may be assessed against the user agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.



**42. Overcharge Resulting from Antitrust Violations.**

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

**43. Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**44. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Frances Medina, Cibola County Certified Purchasing Officer  
700 Roosevelt Avenue, Suite 50  
Grants, NM 87020

To the Contractor: [CONTACT INFORMATION HERE]

**IN WITNESS, WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cibola County Manager

Printed Name: Tony Boyd

Address: 700 Roosevelt Avenue, Suite 50  
Grants, NM 87020

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_th day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
T. Walter Jaramillo, Chairman

\_\_\_\_\_  
Robert Armijo, District I

\_\_\_\_\_  
Jack Molerés, District III

\_\_\_\_\_  
Pat Simpson, District IV

\_\_\_\_\_  
Lloyd Felipe, District V

ATTEST BY:

\_\_\_\_\_  
Lisa Bro, County Clerk

**Attachment 1**

**Bid Form**

**Cibola County**

Tanker and Pumper Truck

To: Frances Medina  
Cibola County Certified Purchasing Officer  
700 Roosevelt Avenue, Suite 50  
Grants, NM 87020

From: \_\_\_\_\_  
Name of Bidder  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State & Zip

Responding to Invitation for Bid due not later than thirty days after contract award, the undersigned Bidder agrees to furnish and deliver the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext. Total</b>
1.	( )	EA	(item description), as specified	\$ _____	\$ _____

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Yr of Production \_\_\_\_\_

Mileage on vehicle bid \_\_\_\_\_

Vehicle is: \_\_\_\_\_ New \_\_\_\_\_ Used

Total Amount Bid .....\$ \_\_\_\_\_

Total Amount Bid Written in Words:  
\_\_\_\_\_  
\_\_\_\_\_

**This bid will be awarded based upon the total amount bid as written in words.** Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

**Payment terms (OPTIONAL):** Bidder offers a \_\_\_\_\_% discount for payments made within \_\_\_\_\_ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Please check your calculations before submitting your bid; the Agency will not be responsible for Bidder miscalculations.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

**Bidder hereby acknowledges receipt of Addenda**

**Number \_\_\_\_\_, Dated \_\_\_\_\_**

**Number \_\_\_\_\_, Dated \_\_\_\_\_**

**Number \_\_\_\_\_, Dated \_\_\_\_\_**

*(Add additional if needed)*

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Authorize Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

## APPENDIX C

### LETTER OF TRANSMITTAL FORM

Items #1 to 3 MUST EACH BE RESPONDED TO. Failure to respond to all three items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

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2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of Cibola County that have a financial interest in the Bidder (one of the two **must** be selected):

\_\_\_\_\_ No Financial Interest          \_\_\_\_\_ Yes, Financial Interest\*

\*Specify by name(s): \_\_\_\_\_

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

\_\_\_\_\_, 2015

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## APPENDIX D

### NO BID FORM Tanker and Pumper

In an effort to make the procurement of Cibola County goods and services as competitive as possible, we are soliciting information from persons or businesses who cannot bid. Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply. THIS FORM IS OPTIONAL.

- \_\_\_\_\_ Specifications - Restrictive, unclear, specialty item, etc.
- \_\_\_\_\_ Manufacturing - Unique item, production time for model or item has expired, etc.
- \_\_\_\_\_ Bid Time - Insufficient time to properly bid.
- \_\_\_\_\_ Delivery Time - Specified delivery time cannot be met.
- \_\_\_\_\_ Payment - Delay in payment process.
- \_\_\_\_\_ Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

#### VENDOR STATEMENT

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Note: Return this form only if you are not submitting a bid

\_\_\_\_\_  
Signed

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

## APPENDIX E

### BID SUBMITTAL CHECKLIST

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly complete bid. It should NOT be returned with the bid. It is for information purposes only. This checklist is not guaranteed to be all inclusive. Bidders should carefully review the requirements of the IFB and their response before submitting their bid to the County.

ITEM	REFERENCE	YES	NO
Correct delivery address for bid?	I.E.		
Preference certificate included? (If bidder is qualified and desires preference eligibility.)	I.G and III.C		
Letter of Transmittal Form complete, <b>SIGNED</b> and included?	II.C.1 and Appendix C		
Contract <b>SIGNED</b> and included?	III.C and V.D.1 and Appendix B		
Bid Form completed, <b>SIGNED</b> and included?	III.C and Appendix B, Attachment 1		
Receipt of any and all addendums (if issued) acknowledged?	II.C.36 and Bid Form (Appendix B, Attachment 1)		
Bid sent in <b>SEALED</b> envelope with proper labeling?	III.E		
Bid sent to <b>ARRIVE</b> prior to deadline?	II.A.6 and II.B.6		

**APPENDIX F**  
Tanker Specifications

**Booster tank**

**Tank**

1. All-Poly Series features a polypropylene tank.
2. The top of this tank may be used as a hose bed, with optional dividers. Hose beds stretch the full width and full length of the tank.
3. Tank should be fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
4. All exterior tank joints and seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds tested for integrity and leaks and are certified to be free from defects.
5. The top of the tank is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.
6. The upper rear of the tank has a transverse internal bulkhead isolated from the water carrying portion of the tank.
7. The material thickness will be dependent upon its function. The sides, top and ends will be 3/4" (.75) thick. The baffles and fill tower will be 3/8 to 1/2" (.50) thick.

8. The transverse swash partitions extend approximately 4" off the floor to just under the cover. The longitude swash partitions extend from the floor to the tank through the cover to allow for positive welding and maximum integrity. All partitions are equipped with vent and air holes to permit movement of air and water between compartments. The partitions are designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well to the walls of the tank. This baffling system will be fully compliant with NFPA and the DOT regulations.

3" minimum removable clean out plug at bottom rear and bottom front of the tank. Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

**Tank Sizes**

All-Poly 2000 gallon

**Rear Fill Tower**

Tank has an overhead fill tower with lid, located at the rear center of tank. Fill tower is constructed of 1/2" polypropylene with minimum dimensions of 16" square. The tower has a 1/4" removable Poly screen and a polypropylene hinged-type cover. The vent overflow is a minimum of schedule 40 Poly pipe with a minimal I.D. of 6" that is designed to run through the tank.



## Hydrant Fills and Tank Level

### **Street Side Hydrant Fills**

Hydrant fills provided at the rear of the apparatus are all equipped with an integral 30-degree elbow and a 3/4" bleeder valve. All direct fills will be equipped with a valve (butterfly for valves greater than 4"), cap, and chain. (Cap holder for 3" and below)

### **Tank Level Gauge**

- Pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy to read LED display.

One (1) Innovative Controls SL Series 14 Tank Level Gauge

Installed on the street side pump panel. –Tanker/Pumper Master

### **Spanner Wrenches**

One adjustable hydrant wrench and two (2) spanner wrenches with holder.  
Installed on the street side rear of pump panel

## Dump Valves and Chutes

All dump valves will be Newton 10" square stainless steel Dump Gate style (full flow). Flip chutes and telescopic chutes to be Stainless steel. For improved water flow, the dump valve is attached directly to the tank and not by use of a rear manifold system.

### **Manual Dump Valves**

Manual dump valves will have a locking control handle.  
12" flip chute installed on the rear dump valve.  
36" telescoping chute installed on the street side dump valve.  
36" telescoping chute installed on the curb side dump valve.

## **Portable Tank Carrier**

### **Manual Tip-down Portable Tank Carrier**

One (1) manual tip-down portable tank carrier for loading/unloading of a folding water tank located above the catwalk and designed to fold down over the body side. When in the up position the tank, carrier will be secured with heavy duty locking latches. The tank carrier is constructed of 1 1/4" 14-gauge stainless steel square tubing. A red "Carrier down" flashing LED warning light visible to the driver will illuminate when the portable tank carrier is not in the stowed position.

2100 gallons, curb side

### **Manual Carrier Enclosure Options**

All portable tank carrier enclosure options are enclosed on four sides and are equipped with two grab rails, except for the wind deflector. The wind deflector option is installed on the tank carrier towards the front, and only has one grab rail. Portable Tank Carrier with front aluminum wind deflector.

### **Portable Tank**

Portable tank with frame. The tank liner is constructed of nylon -coated material, 23 oz. side walls and a 30 oz. floor with handles installed in the floor for ease of folding. All portable tanks will have two outlets. The portable tank will be red in color and furnished with a capacity of: 2100 Gallons, Aluminum Frame

## **Body and Components**

### **Sub-frame**

Construction includes a dedicated body sub-frame which is:

- Integral to the tank cradle and constructed using extruded .25" thick aluminum tubing.
- Designed to support the body structure and to provide maximum support for the weight of the body and all stored equipment.

### **Body**

- The body will be attached to the sub-frame using rigid fasteners isolated by fitted rubber bushings.
- The mounting system provides secure attachment of the body to the sub-frame while allowing sufficient range of movement between the two assemblies.
- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Stainless steel corner guards to protect from damage on road and fire scene.
- Front lower vertical surface of body protected with aluminum.

### **Tank**

- The tank is held front and rear as well as side-to-side by additional cradle structures to prevent the tank from shifting during vehicle operation.
- The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼” thick stainless steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.
- This mounting system provides a free-floating connection of the tank to the cradle which allows the chassis frame’s normal movement and twist to introduce no stress upon the tank or body.

#### Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

#### Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

### **THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER**

#### **Fenderettes**

Bright polished aluminum fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

#### **Rub Rail**

The bottom edge of the entire apparatus will have an aluminum rub-rail installed to give the body, pump house, and rear step a pleasing appearance. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

#### **Tow Eye**

The tow eye will have a 3 ½” thru hole, made from 1” thick steel, powder-coated black, and bolted directly to the frame with 8 cadmium plated bolts.

Tow eye located ahead and below the rear step on curb side.

#### **Cradle**

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body, and is constructed using extruded aluminum tubing .25” thick and extruded aluminum flats .375” thick. Cradle cross members are spaced to restrict unsupported portions of the tank between cross members to a maximum of 550” squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

## Body Compartments

### **Street Side Compartments**

- A sweep-out style compartment provided on the street or curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have a R-O-M anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 26” deep.
- Full height compartments have stepped depth: 13” above the wheel wells and 26” at wheel height or below.
  - Compartments located above the wheel wells are 13” deep. **Street Side Front Low Side**

### **Compartment**

Standard Compartment is located on the street side, ahead of the rear wheels. Approximate inside dimensions are <>” wide by <>” tall by 26” deep.

### **Curb Side Compartments**

- A sweep-out style compartment provided on the street or curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have a R-O-M anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 26” deep.
- Full height compartments have stepped depth: 13” above the wheel wells and 26” at wheel height or below.
  - Compartments located above the wheel wells are 13” deep.

### **Curb Side Front Low Side Compartment**

Standard Compartment is located on the curb side, ahead of the rear wheels. Approximate inside dimensions are <>” wide by <>” tall by 26” deep.

### **SCBA Cylinder Street and Curb Side Compartments**

- **Street and Curb Side Compartments**

SCBA extra cylinder compartment with cover on street and curb side, located in front and above wheel wells.

## Running Boards, Catwalks, and Rear Step

### **Running Boards**

A 12” wide running board is located at the base of the pump house and is made from Diamondback® deck plate and includes a replaceable extruded aluminum rub rail.

### **Catwalk**

Catwalks are located above the street and curb side compartments, made of polished aluminum Tread-Brite and bent at a 30-degree angle to provide a drip rail.

### **Rear Step**

The 12" deep rear step is NFPA compliant and made of top of the line Diamondback® extruded aluminum deck plate with a 7" tall kick plate. Rounded polished aluminum castings installed on the corners of the step.

## **Grab Rails and Foot Steps**

### **Grab Rails**

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and chrome plated stanchion brackets.

#### **Tank Grab Rails**

There are two (2) vertical grab rails to be provided at the rear, one each side.

#### **Control Panel Grab Rail**

There is one (1) horizontal grab rail to be provided above the pump control panel on the street side of the booster tank for ease of loading and unloading the hard-suction hose.

### **Folding Access Steps**

As per NFPA 1901 standards, all steps are a minimum of 35" square with polished stainless steel kick-plates

#### **Lower Level Rear Folding Steps**

Large chrome-plated illuminated folding steps provided at the rear for access to the catwalk area. The steps are a minimum of 35" square with polished stainless steel kick-plates. Other locations available below.

#### **One (1), Curb Side**

#### **One (1), Street Side**

### **Access Ladders**

#### **Hose Bed Access Ladder**

An aluminum access ladder, located at the rear of tank above the dump valve for over-head access, featuring 1 1/4" diameter knurled tube rails and serrated rungs.

## **Electrical Equipment**

### **Electrical System**

- The electrical system should utilize Class1 Inc. ES-Key™ technology, displays and 1Touch switch modules, where applicable.

- The apparatus should be equipped with a Class 1 ES-Key Management System for controlling electrical system devices. This management system is capable of performing load management functions, system switching, monitoring and reporting, and be fully programmable for a standardized electrical system utilizing the ES-Key Professional software program.
  - The system should utilize a Controller Area Network protocol to provide multiplexed control signals for "real time" operation. The system consists of a main control module and the appropriate combination of Power Distribution Module(s) (PDM), Switch Input Module(s) (SIM), and other I/O modules as required for the application.
  - Optional system enhancements may include display, the display and h switch modules for increased graphic user interface.
  - The apparatus should to be equipped with a system that incorporates high density input output node
- The aforementioned Load Manager will monitor the vehicles battery voltage. The load manager shall shed any output that is controlled by the system. The load shed priority is set by the circuit significance, followed closely by circuit draw. The Load Manager should shed loads until the voltage level begins to rise.
- Voltage Monitor: A voltage monitor is built into the electrical system. It activates a warning when the alternator output voltage falls below any desired voltage.
  - The switches should be configured to allow for the control of emergency master and non-emergency master functions. Switches should be set to act as momentary, maintained or three-way switches without any physical hardware change. All switches and or indicators should be configured as touch screen inputs, with blue LED backlit.
  - The apparatus is to be equipped with the appropriate quantity of switch modules for enhanced device activation. The switch module should have a 4-button, configuration to accommodate specific apparatus requirements. Individual switches are backlit with multiple colored and textured switch caps and printable labels. Switch panels are sealed to IP67 and have dual LED indicators. Each switch position's back light may be individually controlled allowing for the specific switch position to be used as an indicator. Each switch pair can be configured to momentary, maintained, toggle or a dimmer. Panels can be included in network dimming

### **DOT Lighting Details**

A total of nine (9) LED clearance lights and seven (7) red LED lights will be installed at the rear.

Two (2) amber LED lights are installed on the front street and curb sides.

Reflectors are installed per DOT specifications.

A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open. An illuminated license plate bracket installed at rear.

### **Emergency Siren and Lighting Equipment**

#### **Apparatus Control Center**

All emergency lighting, options, and accessories are controlled at a master control center in the cab.

The apparatus control center: Controls all warning lights and scene lights

- Includes the Master on and Open Door and other optional indicator lights

-Main display.

- Controls other optional functions if equipped. (I.E. Electric Dump Valves, Pump Shift)
  - Mounted Electronics, Sirens, and Radios – If equipped.
  - Features lighted identification plates on a non-glare panel face that clearly identify each switch and its function.
  - Top plate bolted on for maintenance and adding additional items.
- All warning packages are fully NFPA compliant and certified by the lighting component manufacturer to meet all requirements.

### **Light Bars:**

The light bar is mounted on the cab roof.

light bar

Low-profile, 56” long. Covers front and front side zones. The light bar should have four (4) linear corner modules with nine (9) Super-LED light heads per module, and six (6) modules with three (3) led light heads per module.

### **Sirens:**

Siren

Siren 200 watt, six (6) function Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes full function, 17 Scan-Lock siren tones, and hard wired microphone. The siren control is lighted for easy night operation. Available with three (3) siren mounting locations. Cast Products siren speaker flush mounted street side.

### **Lower Level Lights**

Front/Rear

Two (2) lights mounted to the grill of the chassis and two (2) mounted on the rear of the body in the quad-cluster with a chrome trim ring. Front/Rear Flashers

### **Intersection Lights**

All lights mounted above 18” from the ground, and no higher than 60”, (preferably centered in the reflective striping if present). One (1) positioned as far forward on the hood as possible, one (1) positioned behind the cab but in front of the rear wheels if three (3) lights per side are requested, and one (1) positioned as close to the rear of the truck as practical. Lights will include a chrome bezel. Red, two (2) each side

### **Upper Level Rear Lights**

(2) LED beacons with red lenses cover the rear and rear side zones. The Two (2) beacons are positioned at the rear corners on stanchion brackets.

### **Ground Lights**

Four (4) ground lights

Four (4) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights should be installed on street and curb side below the front body, and two (2) lights should be

installed on street and curb side below the rear step area. Grounds lights will be activated when parking brake is applied.

### **Painting, Lettering, Striping, and Signs**

#### **Painting process**

The entire tank, body, and components should be washed, sanded, prepped for primer, cleaned and primed with PPG urethane primer filler. The body should be hand sanded and color match painted using a PPG base coat/clear coat paint. After paint is applied and properly cured the apparatus should be color sanded and buffed to a high gloss. The paint process is approved by PPG. A two (2) ounce container of matching touch-up paint, with applicator brush, should be supplied for each color of the finished apparatus.

#### **10-YEAR WARRANTY ON PAINTED BODY PARTS**

#### **ID plate**

A permanent plate located in the center top chassis cab with the following information: Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches
- Gross vehicle weight rating (GVWR) in pounds

#### **Reflective Vinyl Lettering**

On the chassis doors.

Unit number on the street and curb side chassis fenders.

#### **Reflective striping**

The apparatus body and chassis will have a reflective stripe on each side and the front per NFPA 1901 standards.



4" wide white reflective stripe with a 1" wide white reflective stripe spaced approximately 1/2" above Single Axle

White reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

### **Rear Chevron**

Diamond Grade Chevron 100%  
Per NFPA 1901 standards, 100 percent of the rear will include red and fluorescent yellow/green diamond grade chevron retro-reflective striping installed, with each stripe a minimum of 6" wide.

## **Corrosion Protection and Mud Flaps**

### **Corrosion Protection**

The All-Poly Series body has a number of features which prevent corrosion.

- All fasteners are stainless steel.
- All fasteners which are used in aluminum are plated to prevent galvanic corrosion resulting from dissimilar metals.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
  - Rub rails are Type II bright dip anodized.
  - Tow rings are cadmium plated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.
  - The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.
- The pump house frame is made from 304 series Stainless steel which resists corrosion better than aluminum.
  - All seams are 100% welded inside and outside, eliminating rust between panel flanges.

### **Mud Flaps**

Two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mud flaps are fitted with chrome weights.

## **Pump and Plumbing**

### **Pump House**

Side Control Pump House

The pump compartment features:

- The superstructure frame is made from .125" wall X 2.00" square type 304 brushed 4B finish stainless steel tubing.
- The front and a portion of the rear of the pump compartment is made from type 304 brushed 4B finish stainless steel sheets to enclose the perimeter of the water pump.

- The street and curb sides of the pump compartment are equipped with side running boards. The running boards extend along the width of the pump compartment from the rear of the chassis cab to the forward end of the body module. The running boards are constructed of Diamondback® deck plate.
- Running boards include extruded aluminum rub rail extending the length of the running boards.
- The step surfaces are in compliance to applicable sections of NFPA 1901 requirements.

## 30" wide, Notched Tank

### PTO Driven Pumps

PTO Pumps have the following standard features:

- All PTO driven pumps have pump-and-roll capability.
- Helical design and precision-cut gears to reduce noise and minimize wear
- Double seal ring design solid bronze impeller
- Stainless steel pump shaft
- Maintenance free mechanical seal
- The street and curb side pump panels and access doors are constructed entirely of aluminum and be covered with black protective material.
- The pump compartment has full width vertically hinged access doors located on the upper portion of the street and curb side pump compartment.
- A latch is furnished to hold the doors closed and have a retainer attached to prevent over extension of the opened door.
- The pump operator panels are to be completely "bolted" or hinged in place for ease of removal.
- A full panel width LED light hood is provided to illuminate the street and curb side pump panels. A service light is provided to illuminate the interior of the pump compartment. Lights are controlled by the operator's panel light switch.
- The operator's panel include the following gauges:
  - Fire Research "Pump Boss 400 Series Auto Governor"
  - Features:
    - Discharge pressure in PSI.
    - Pump adjustment back idle.
    - Engine monitoring of oil pressure, water temperature, battery voltage, and engine RPM.
    - Preset function for instant and reliable operation.
    - Overheat pump protection system.
    - "Innovative Controls" 2 1/2" 400# liquid filled stainless steel individual discharge pressure gauges and control handles.
    - One (1) 3 1/2" Master Discharge Gauge and one (1) 3 1/2" Master Pump intake gauge.
    - Color-coded pump panel identification labels are provided for all gauges, controls, connections, switches, inlets, and outlets.
    - The intakes have a removable strainer provided and chrome plated caps.
    - Pump shift is electric operated and incorporates standard automotive shifting mechanism for ease of maintenance.
    - The pump shift switch is mounted in the cab and identified as "PTO Engagement". The pump shift assembly includes an indicating light to show when the PTO has been engaged.

- A master manifold type drain valve is provided with all pump drains connected to it and operate from the pump operators panel so the entire pump system may be drained by a single control.
- Per NFPA 1901 standards there shall be pump system test ports mounted on the pump panel.
- All discharges and pre-connects with an 1 ½” or larger valve, per NFPA 1901 standards, shall have drains or bleeder valves, having a minimum ¾” pipe thread connection, for bleeding off pressure from the hose connection to the outlet.
- Per NFPA 1901 standards there shall be a suction relief valve installed on the intake sides of the pump, terminated with a NST male threads.
- A 4" tank to pump line provided from the water tank to the pump. The line has a 3" Elkhart Unibody swing out valve with PVC. The flex connections installed between the pump and water tank give the plumbing system flex, thus minimizing stress on the line. The valve is controlled by a "tee" handle control provided on the pump panel.

750 GPM PTO Pump per NFPA

Pump Ratings:

750 GPM @ 150 PSI

525 GPM @ 200 PSI

375 GPM @ 250 PSI

### **Primer Pump Options**

#### Rotary Vane Primer Pump

The rotary vane primer is a 12-volt electric, positive displacement, rotary vane type, oil-less primer for 20' to 30' suction lifts. Priming system includes a bronze push-pull valve with electric switch.

### **Suction Intakes**

On all pumps, an intake suction relief shall be provided per NFPA 1901 standards. It will be terminated with a 2 ½” NST male adapter.

#### Non-Gated Master Intakes

Master intakes are plumbed out both sides of the pump house and capped with a chrome long handled cap.

### **Discharges**

Discharges include:

- Tee Handle Control
- “Innovative Controls” 2 ½” 400 PSI Liquid Filled Stainless Pressure Gauge
- 30 Degree Elbow, cap and chain

Side Control Pump Panel Discharges

Two (2) 2 ½" Discharge, Street Side

One (1) 2 ½" Discharge, Curb Side

### **Tank Fill/ Tank to Pump**

Tank Fill Valve 2"

A 2" tank fill/pump re-circulating line provided from the pump to the water tank, with a 2" valve and a 2" high-pressure flexible hose.

### **Hose Trays, Pre-connects and Cross Lays**

#### **PTO Pump Pre-Connect hose tray**

The hose tray is pre-connected to the discharge side of the pump. Pre-connect has 2 ½" 400psi liquid filled stainless steel individual pressure gauge and control handle. Pre-connect plumbed with 2", gated with a 2" valve, and terminated with 1 ½" NST male.

#### **Hose Tray Options**

Vinyl Hose tray cover

Cover is attached across the top, inboard edge of the hose tray with a rail and bead system to prevent wind from getting under the cover. Rear of the cover is provided with a flap to cover the back of the hose tray. The cover is attached with a quick release elastic rope and hook system to retain the hose in the tray during travel as required by NFPA. Operating temperature is -40F to 180F.

#### **Hose bed**

Hose bed runs the full length and width of the tank, and is approximately 10" tall to accommodate NFPA hose loads. The floor of the hose bed is grooved to allow the loaded hose to drain and provide ventilation. The floor is fabricated from UV stable white polypropylene. Inverted T slot are machined into the floor at three points to accommodate adjustable hose dividers.

Hose Bed Divider

The hose bed has adjustable divider made out of copolymer. The rear of the divider will have slot cut in that can be used for a hand grip

Hose Bed cover

Heavy-duty vinyl hose bed cover is to be supplied and custom fitted to the apparatus hose bed. The cover is attached across the front of the hose bed with a rail and bead system to prevent wind from getting under the cover, with a flap to cover the back of the hose bed, and has a quick

release elastic rope to retain the hose in the bed during travel as required by NFPA. Cover is fabricated from 100 % polyester. Operating temperature is -40F to 180F.

**Equipment Storage and Mounting**

Two (2) trays located on the street side of the tank. Fits 5”-6” Suction Hose.

**Chassis Accessories**

**Hub and Lug nut covers**

Stainless steel hub and lug nut covers are installed on front and rear aluminum wheels’ Single axle chassis.

**Accessories**

Tire Pressure Indicators

Tire pressure indicators to allow for inspection of pressure at the tire

**Vehicle Data Recorder**

A vehicle data recorder installed on the chassis

Heat Exchanger

A Heat exchanger permits the use of water from the pump to cool the engine. Cooling is done without mixing the engine antifreeze and the pump water OEM Installed

**Chassis Exhaust**

Standard Chassis Exhaust Modifications

Chassis exhaust modified to exit passenger side ahead of the rear wheels and to the edge of the body. A heat shield will be fabricated from aluminum and installed between the body and the exhaust pipe.

**Battery Conditioner**

**Battery Conditioner**

Electric Plug-in to be located on the Street side.

**Loose Equipment**

**Wheel Chocks**

Two (2) Wheel Chocks, with Holders, Placed into Spare Compartment.

**PVC flexible hard suction hoses**

Two (2) 5" x 10’

**Chassis**

**Chassis furnished per specification attached:**

<b>Chassis Summary</b>			
<b>Manufacturer</b>	Freightliner	<b>Cab to Axle (in.)</b>	130”
<b>Model</b>	M2-106	<b>Wheel Base (in.)</b>	196”

<b>Engine Manufacturer</b>	Cummins	<b>Front Axle Rating (Lbs.)</b>	14,600
<b>Engine Model</b>	ISX	<b>Rear Axle Rating (Lbs.)</b>	27,000
<b>Horsepower</b>	350	<b>Paint Color Code</b>	Red

**Note: The total length of the apparatus, Front bumper to back of Rear step, not to exceed Twenty-five feet ± four inches (25 feet ± 4 inches). NO EXCEPTIONS.**