

**County of Otero Purchasing**  
1101 New York Ave., Room 118  
Alamogordo, NM 88310  
(575) 434-0710  
FAX (575) 443-2914



**Sealed Bid 13-030**  
**Fire Apparatus for Sacramento/Weed VFD**  
**Bid Deadline: Wednesday, June 26, 2013 @**  
**3:00 PM**

**Procurement Agent: Ginger Herndon**

## INVITATION FOR BIDS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

**TITLE:** SACRAMENTO/WEED FIRE APPARATUS  
**BID NO.:** 13-030  
**OPEN:** WEDNESDAY, JUNE 26, 2013 @ 3:00 P.M. local time

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT  
PHONE: (575) 434-0710

THE OFFICE OF THE PURCHASING AGENT, COUNTY OF OTERO WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

**VIA MAIL**

OTERO COUNTY PURCHASING  
1101 NEW YORK AVE. ROOM 118  
ALAMOGORDO, NM 88310

**HAND CARRIED**

OFFICE OF THE PURCHASING AGENT  
1101 NEW YORK AVE. ROOM 118  
ALAMOGORDO, NM 88310

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED. PLEASE USE THE ENCLOSED MAIL LABEL ON THE OUTSIDE OF YOUR ENVELOPE.

***NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.***

DUE DATE, Wednesday, June 26, 2013 @ 3:00 PM

Having carefully examined the notice to bidders, general instructions to bidders, terms and conditions, supplemental terms and conditions, and project specifications, addenda(s), the site of the work, the work on the above-named project, the undersigned hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc. (not including New Mexico Gross Receipt Taxes or any additive alternates) required by said documents and to complete all divisions of the work stipulated. The Board reserves the right to reject any or all bids and waive any/all formalities.

**SEE ATTACHED SPECIFICATIONS FOR COMPLIANCE**

COMPANY NAME: \_\_\_\_\_

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

PHONE# \_\_\_\_\_

FAX# \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

RECEIVED ADDENDA NUMBERS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, WHEN ISSUED.

IN STATE PREFERENCE NO: \_\_\_\_\_

## SUPPLEMENTAL TERMS AND CONDITIONS

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

**GUARANTEED PERFORMANCE:**

THE BIDDER, IF AWARDED A CONTRACT AS A RESULT OF THIS BID, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS BID, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COUNTY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE BIDDER OR THE BIDDER'S SURETY.

**INSPECTION OF MATERIALS:**

THE COUNTY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE BIDDER THROUGH A CONTRACT RESULTING FROM THIS BID TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE COUNTY CONSIDERS NECESSARY.

**MANUFACTURER'S INFORMATION:**

ANY BID MADE IN RESPONSE TO THIS INVITATION MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MY RESULT IN REJECTION OF THE BID.

**MATERIALS AND WORKMANSHIP:**

ALL MATERIALS FURNISHED BY THE BIDDER SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY.

**BRIBES, GRATUITIES, AND KICKBACKS:**

THE PROCUREMENT CODE, SECTIONS 13-1-28 THROUGH 13-1-199, NMSA, 1978 IMPOSES CIVIL AND CRIMINAL PENALTIES FOR CODE VIOLATIONS. IN ADDITION THE NEW MEXICO CRIMINAL STATUES IMPOSE FELONY/PENALTIES FOR ILLEGAL BRIBES, GRATUITIES AND KICKBACKS.

## COUNTY OF OTERO INVITATION FOR BIDS

<b>GENERAL INSTRUCTIONS, TERMS AND CONDITIONS</b>
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**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS. FAILURE TO DO SO SHALL NOT ABSOLVE THE BIDDER FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **APPLICABILITY:** Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.
  
2. **DEFINITIONS:** As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.
  - A. **"Bid"** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
  
  - B. **"Contract"** means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
  
  - C. **"Contractor"** means an offerer who has been awarded a contract.
  
  - D. **"County"** means the County of Otero, New Mexico.
  
  - E. **"Purchase Order"** means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  
  - F. **"Purchasing Office"** means the Purchasing Department of Otero County.
  
  - G. **"Purchasing Agent"** means the person charged with the responsibility of administering the Department.
  
  - H. **"Bidder"** means a business that submits a response to a competitive solicitation.



- I. **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
- J. **"Responsive Bid"** means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- K. **"Successful Bidder"** means the lowest Responsible Bidder to whom Otero County, on the basis of the County's evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the County.

3. **INSTRUCTIONS TO THE BIDDER**

Sealed Bids are desired from reputable manufacturers of automotive fire apparatus in accordance with the specifications for the apparatus as per attached. These specifications are assumed to be compliant with all current NFPA standards. ***If the vendor knows otherwise, the vendor will notify Otero County Purchasing immediately.***

The apparatus shall meet the detailed requirements of the most current and applicable NFPA Standard and these specifications and any special provision that may be attached.

Pursuant to Sec 13-1-188 NMSA, 1984 Comp., any state agency shall only purchase cars and trucks assembled in North America.

Any exceptions to the bid shall be listed separately and specifications attached are minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

The apparatus shall be designed to meet the specified rating at 8,000 feet altitude and shall be subjected to off road use; thus engineering, design, and fabrication must allow for the additional stress and strain.

- A. Submission: All Bids must be submitted on the Invitation for Bids form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.
- B. Preparation Method: All information required in this Bid must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each bid must be signed on the appropriate pages by an individual authorized to bind the bidder submitting the bid.
- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the bidder shall be stated. Time, if stated in number of days, will be consecutive calendar days.
- E. Payment Terms: The Invitation for Bids form provides space for the bidder to identify the payment terms that the bidder is offering. Terms of less than twenty (30) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the County Accounts Payable Office.
- F. Freight Policy: Freight will be F.O.B. Destination (As indicated on the Invitation for Bids form), Freight Prepaid, unless otherwise specified in this Bid.
- G. Taxes: Bidders shall not include any applicable gross receipts taxes in its offered price, unless specified otherwise in this bid, and such offer will be construed in the manner. The County will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.

- I. Warranty: The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties 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 bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.
- J. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the County unless the specifications state that no substitutions or equivalents will be allowed. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacture's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.
- K. Exception to Specifications: Bidders are to state any exceptions taken to this bid the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid. The bidder shall clearly note the variances and provide adequate documentation of proof that the alternate meets or exceeds specifications.
- L. Indemnity: The bidder to whom an award has been made as a result of this bid expressly agrees to defend, indemnify and save harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the bidder's providing the goods, services for construction pursuant to the bid or by reason of any act or omission, neglect or misconduct of the bidder, the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the County from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

- N. Public Inspection: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the bid regardless of any designation to the contrary. The County shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978)
- O. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this bid. It is the responsibility of the bidder to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the bidder.
- P. Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all bids, whole or in part, submitted hereunder, provided that such rejections shall be accompanied by a written statement declaring the reason for the rejections.
- Q. Each bidder shall supply a blueprint drawing of the apparatus being proposed.
- R. If the awarded company fails to deliver the apparatus and equipment within the time specified, it is understood and the company agrees to the amount of one hundred dollars (\$100.00) per unit, per day for each calendar day any work remains incomplete, to a maximum of the contract price may be deducted from the moneys due the contractor, not as a penalty, but as liquidated damages.
- S. Bid proposal shall be accompanied by a certified check, Cashier check, or surety bond in the amount of ten (10) percent of the total price of the bid. The bid surety shall be made payable to this agency and conditioned upon the successful bidder accepting award and submitting an acceptable performance bond. In the event of failure of refusal to comply, the bid surety may be forfeited as liquidated damages because of such failure of default.
- T. Within fourteen (14) calendar days after the official notification of award, the successful bidder shall furnish a performance bond, which is equal to 100% of contract price. The successful bidder and surety shall agree to bind themselves their successors, executors, administrators and assigns, jointly and severally to deliver the fire apparatus to the specifications, general conditions and to the

purchase order. This bond shall remain in force until vehicle and equipment have been delivered and accepted. Failure to deliver any part of the order to terms above may be considered by the purchaser as a breach of contract, in which case the fire apparatus and equipment may be rejected and the purchaser has the right to require forfeiture of the full amount of the performance bond as liquidated damages. The attorney's-in-fact, who signs the bonds, must file with the bonds a certificate copy of their power of attorney to sign such bonds.

- U. The awarded vendor is responsible for reporting all test results to the New Mexico State Fire Marshal's Office.
- V. A minimum of \$1,000,000.00 product liability insurance shall be provided and shall show the breakdown of:
  - General Aggregate (other than products, completed operations)
  - Products/completed operation aggregate
  - Personal and Advertising injury
  - Each Occurrence per Location
  - Umbrella/Excess Liability
- W. Please be advised, this contract is null and void if the apparatus does not meet all the requirements stated in the current applicable NFPA Standard.
- X. All purchases are governed by the statues of the State of New Mexico and the regulations of Otero County.
- Y. The awarded bidder shall guarantee for the minimum of period of one (1) year that all new equipment furnished under these specifications shall be free from defects. The vendor shall repair or replace all such defective equipment F.O.B., fire station site. Each bidder must furnish satisfactory evidence of his ability to have warranty work done and where work is to be done.
- Z. Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus as specified and shall state the number of years the company has been actively engaged construction like or equal apparatus's. The location of the factory shall be disclosed.

You signature on the completed bid form will serve as a warranty that your bid is genuine and you agree with all contract provisions. A performance bond may be requested; no charge will be assessed to the County.

4. ETHICAL CONDUCT: By submitting its bid in response to this invitation, the bidder certifies that:

- A. It has not offered, given or agreed to give to any County employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid;
- B. It has not retained a person or solicited or secured a County Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this bid;
- D. It has not in any way violated the ethical conduct or other provisions of the County's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.

5. REQUESTS FOR EXPLANATIONS BY BIDDERS:

- A. Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than five (5) working days before the bid opening date.
- B. Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations, in writing.

6. ADDENDA:

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 and should be acknowledged either by being signed and returned with the bid or through letter or telegram that arrives prior to the opening of the bid. Failure to do so may result in disqualification of the bid.

It is the responsibility of all vendors considering making a bid in response to this invitation to ensure that they have received all addenda prior to making a bid. Bidders may contact the Purchasing Department to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

7. CLARIFICATION OF BIDS:

The County may, in the evaluation of bids, request clarification from bidders regarding their bid, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

8. SUBMISSION OF BID:

- A. Time: Bids not received by the time and date indicated on the Invitation for Bids will not be accepted, and will be returned unopened.
- B. Hand Carried: Bids may be hand carried to the Purchasing Department at 1101 New York Ave., Room 118, Alamogordo, New Mexico.
- C. Mailed: Bids may be mailed to the attention of the Purchasing Department, County of Otero, 1101 New York Ave., Room 118, Alamogordo, New Mexico 88310. The County shall not be responsible for bids that are mailed and not received by the opening date and time specified in the solicitation.
- D. Envelope Preparation: The envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside.
  - 1). Name of Bidder
  - 2). Bid Number assigned by the County to the Invitation for Bids
  - 3). Opening date as identified on the bid or subsequent addenda
- E. **No Other Methods of Bid Delivery: Neither telephone, telegraphic, nor facsimile bid shall be accepted.**

9. EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:

Otero County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The "Contractor" agrees to comply strictly with the policies of "County", as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. 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, the "County" may terminate this agreement.

10. OSHA REQUIREMENTS IN EMPLOYMENT:

Otero County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise.

11. WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The County reserves the right to request proof of authorization to withdraw a bid.

12. OPENING OF BIDS:

Time and Place: Bids will be opened by the Purchasing Department at the time and place identified in this Bid. Openings are open to the public. Bidders are encouraged to attend.

13. DISQUALIFICATION OF BID:

The County reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

- A. In the past the bidder has failed to comply with previous contractual commitments or bids to the County.
- B. In the opinion of the County the bidder is not capable of providing the offered goods, services, or construction as offered or required by the bid or is otherwise not a responsible bidder.
- C. The bidder has not provided sufficient or detailed information which allows for the evaluation of the bid.
- D. In the opinion of the County the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The bidder failed to properly fill in any space on the Invitation for Bids form and attached documents where information or a signature is required.
- F. The bidder did not; at the time the bid is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Bid.
- G. The bidder failed to submit with their bid, bid bonds or other material requirements of the Bid or has otherwise submitted a non-responsive bid.

- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the bid incomplete, indefinite or ambiguous in meaning.
- I. Bid was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.
- J. The County determines that a bid contains any misrepresentations whatsoever.

14. REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the County.

15. MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if permitted by the Purchasing Officer and are in the best interest of the County.

16. NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

A bid which is nonconforming or conditional, whether in part or in whole will be rejected.

17. BID ANALYSIS:

The County reserves the right to analyze, examine and interpret any bid for a minimum period of sixty (60) consecutive calendar days, after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the sixty (60) calendar days, bidders may withdraw their bids from consideration.

18. AWARD OF CONTRACT:

- A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the County is provided to the bidder. A Recommendation of Award does not constitute award of contract.
- B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the County, specifications and other factors considered.

- C. Basis of Award: The County reserves the right to award a contract based on this Bid in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best serves the interests of the County, unless otherwise stated in this Bid.
- D. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- E. To qualify for the five percent (5%) in state Resident Preference, the bidder must provide their assigned Resident Certification Number with their bid (an appropriate place is designated in the Bid Form). If a bidder does not provide their assigned Resident Certification Number with their bid, the bid shall not be considered as made by a resident business or a resident manufacturer and no preference shall be applied during the analysis of that bid.

**NOTE:** Your State Tax Number is NOT your Resident Certification Number.

19. PROTEST PROCESS:

- A. Any bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County of Otero Purchasing Agent in accordance with the requirements of the County of Otero's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto.
- B. In the event of a timely protest under this section, the Purchasing Agent and the County of Otero shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the County of Otero (13-1-173 NMSA 1978).
- C. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).
- D. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and
  - 2) Inform the Protester of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

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

20. DELIVERY, ACCEPTANCE AND GUARANTEE:

- A. No Delivery Before Purchase Order is Issued: No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the Issuance of a Purchase Order or Notice to Proceed issued by the County Purchasing Department.
- B. Cancellation for Non-Delivery: The County reserves the right to cancel any order not delivered by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the County's part.
- C. Acceptance of Delivery: Acceptance by the County of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the County's right to require replacement of defective material or inadequate service.

21. INSPECTIONS:

- A. Prior To Acceptance of Delivery: All items of tangible personal property, services or construction shall be provided exactly as offered, and may be inspected prior to acceptance of delivery by the County.
- B. Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this Bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

22. INVOICE AND PAYMENTS:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Bid. Invoices are to be mailed to: Otero County Accounts Payable, 1101 New York Ave., Alamogordo, New Mexico 88310. Invoices mailed or provided to any other entity will result in a delay in

making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounts Payable at (575) 437-7427

23. DEFAULT/TERMINATION FOR CAUSE:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the County shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the County shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The County shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Bid is canceled, the Contractor shall not be relieved of liability to the County for damages caused by its breach of the contract. The County reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY:

The County may terminate any contract resulting from this Bid at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the County, if ordered or accepted by the County prior to the effective date of termination.

25. TERMINATION FOR LACK OF APPROPRIATIONS:

Funding for the contract resulting from this Bid has been appropriated by the County Commission for the County's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, its continuation beyond the end of the any fiscal year is contingent on the County Commission making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such termination shall not constitute a default. All payment obligations of the County and all of its interest in the contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

26. CAMPAIGN CONTRIBUTION FORM

In accordance with Appendix C, Offerors must comply with 13-1-191.1 pertaining to the disclosure of campaign contributions to an applicable public official of a local public body.

**Offeror(s) shall submit the “Campaign Contribution Disclosure Form” with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions.**

Sealed Bid #13-030

Opening Date: 6/26/13  
Time: 3:00 PM

**B I D F O R M  
F I R E A P P A R A T U S  
S A C R A M E N T O / W E E D  
V O L U N T E E R F I R E D E P A R T M E N T**

\*\*SEE ATTACHED SPECIFICATIONS---

BID: \_\_\_\_\_  
YEAR, MAKE & MODEL

WARRANTY: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

SERVICE: \_\_\_\_\_  
LOCATION OF AVAILABLE SERVICE

THIS OFFER IS GOOD FOR A PERIOD OF: (MINIMUM 60 DAYS) \_\_\_\_\_

**TOTAL PRICE:\$** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE/DATE

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

\_\_\_\_\_  
INSTATE PREFERENCE NUMBER

---

**OTERO COUNTY PURCHASING  
TERMS & CONDITIONS  
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.  
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty  
(30) days after bid opening date.

**CONDITIONS**

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

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

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

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

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

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

## **INTENT OF SPECIFICATIONS**

It is the intent of these specifications to establish the minimum requirements of our bid request to furnish a complete non walk-in wildland fire apparatus equipped as hereinafter specified. With a view to obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover the general requirements as to the type of construction, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who will be solely responsible for the design and construction of all features.

## **SAFETY REQUIREMENTS**

The unit specified shall meet NFPA 1906, all State and Federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

Y\_\_ N\_\_ Exception\_\_

## **QUALITY AND WORKMANSHIP**

The design of the apparatus shall embody the latest approved automotive engineering practices, experimental designs and methods shall not be acceptable. The workmanship shall be of the highest quality in its respective field. Special consideration is given to the following points: accessibility of the various units that require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry loads as specified.

Y\_\_ N\_\_

Exception\_\_

## **DELIVERY & TERMS**

The successful bidder shall agree to furnish the apparatus within 180 calendar days after the receipt of order. The apparatus shall be paid in full upon acceptance by the Fire Department at the manufacturer's facility.

Y\_\_ N\_\_ Exception\_\_

## **GENERAL CONSTRUCTION**

The complete apparatus, assemblies, subassemblies, component parts and so on, will be designed and constructed with due consideration to the nature and distribution of the load

to be sustained and to the general character of the service to which the apparatus is to be subjected when placed in service. All parts of the apparatus will be strong enough to withstand the general service under full load. The apparatus will be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

The apparatus will be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between the front and rear axles, that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters; will be carried without overloading or injuring the apparatus.

Y\_\_ N\_\_  
Exception\_\_

### **OPERATION AND SERVICE DOCUMENTATION**

The documentation will address at least the inspection, service, and operations of the fire apparatus and all major components thereof. The manufacturer shall also provide documentation of the following items for the entire apparatus and each major operating system or major component of the apparatus:

1. Manufacturers name and address
2. Country of manufacture
3. Source of service and technical information
4. Parts and replacement information
5. Descriptions, specifications, and ratings of the chassis, pump, and aerial device
6. Lubrication charts
7. Operating instructions for the chassis, any major components such as a pump or aerial device, and any auxiliary systems

The manufacturer shall deliver with the apparatus all manufacturers operations and service documents supplied with components and equipment that are installed or supplied by the manufacturer.

Y\_\_ N\_\_  
Exception\_\_

### **MANUFACTURING LABELS**

A permanent plate shall be mounted in a compartment specifying the quantity and type of the following fluids that may be used in the apparatus for normal maintenance. Where a fluid is not applicable to the unit, the plate shall be marked N/A to inform the service technician who may not be familiar with the apparatus.

- Engine oil
- Engine coolant
- Transmission fluid
- Pump transmission fluid
- Pump primer fluid
- Drive axle fluid
- Air conditioning refrigerant
- Power steering fluid
- Cab tilt mechanism fluid
- Transfer case fluid
- Air compressor system lubricant
- Generator system lubricant
- Front tires air pressure
- Rear tires air pressure

Y\_\_ N\_\_

Exception\_\_

**REQUIRED LABELS:**

**SEAT BELT SIGN:** An accident prevention sign stating “**Danger Personnel Must Be Seated And Seat Belts Must Be Fastened While Vehicle Is In Motion Or Death or Serious Injury May Result.**” shall be visible from each seating position.

**SEATING CAPACITY SIGN:** A permanent sign shall be installed in the drivers compartment specifying the maximum number of personnel the vehicle is designed to carry (seating capacity) per NFPA standards. It shall be located in an area visible to the driver and shall read “**SEATING CAPACITY (2)**”.

**ACCIDENT PREVENTION SIGN:** An accident prevention sign stating "**Danger Do Not Ride On Rear Step While Vehicle Is In Motion, Death Or Serious Injury May Result**" shall be placed so it is visible from the rear step of the vehicle. A similar sign shall be placed on the top mount walkway.

**OVERALL TRAVEL CLEARANCE PLATE:** There shall be a travel clearance-warning label located in the chassis cab. The travel clearance-warning label shall be located in easy view of the driver. The travel clearance-warning label to include the following information: **Overall travel clearance height in feet and inches.**

**GVW SIGN:** The manufacturer shall supply the final manufacturer's furnished certification of GVWR and GAWR on a nameplate affixed to the vehicle.

**TYPE OF FUEL SIGN:** A “Diesel Fuel Only” nametag shall be attached to fuel fill access door.

**FINAL STAGE LABEL:** A nameplate shall certify that the completed vehicle conforms to the motor vehicle safety standards previously certified by the chassis manufacturer and that the final stage Manufacturer has not altered the certification. All nameplates and instruction plates shall be metal or plastic with the information permanently engraved, stamped, or etched thereon. Metal nameplates to be installed with plated screws. All nameplates are to be mounted in a conspicuous place.

Y\_\_ N\_\_

Exception\_\_

## **WARRANTY**

### **GENERAL WARRANTY**

Each new piece of Fire Apparatus is to be free from defects in material and workmanship under normal use and service. Your obligation under this warranty is repairing or replacing, as the Company may elect, any part or parts thereof which will be returned to you with transportation charges prepaid and as to which examination will disclose to the Company's satisfaction to have been defective, provided that such part, or parts will be returned to you no later than one (1) year after delivery of covered apparatus. Such defective part or parts being returned or replaced will be free of charge and without charge for installation to the original purchaser.

This warranty does not apply to:

1. Normal maintenance services or adjustments.
2. To any vehicle which may have been repaired or altered outside of our factory in any way so as to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
3. Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.

Y\_\_ N\_\_

Exception\_\_

## **APPARATUS CHASSIS**

**MANUFACTURER:** Ford Motor Company

**MODEL:** 2013 F-550 Super Duty 2-Door Cab 4 X 4

**GVW:** 19,500 lb.

**ENGINE:** FORD DIESEL 6.7L V-8  
Horsepower Rating: 350HP

**TRANSMISSION:** 6-Speed Automatic with overdrive

**FUEL & EXHAUST:** Capacity – 40 USG  
Exhaust Termination – Right Side in front of rear wheel.

**FRONT AXLE:** Drive Axle (FWD)  
Rating – 7,000 lb  
Springs – 6,000 lb

**REAR AXLE:** Dual Wheel  
Rating 13,660 lb  
Springs – 13,000 lb  
Differential – 4.88 gear dual limited slip

**TIRES:** 225/70E19.5F SRB All Terrain

**WHEELS:** 19.5 X 6.0, 8 Hole with Stainless Wheel Simulators

**BRAKES:** ABS Power 4-wheel-disc brakes front/rear  
Foot activated parking brake

### **CAB EQUIPMENT:**

Ambulance Prep Package with Dual Alternators

XL Décor Package

Tilt Steering Wheel

Dual Batteries

Power Windows

Power Locks

Dual High Back Bucket Seats

Two (2) Seatbelts

Intermittent Wipers

Heat/Defroster

Air Conditioning

Tinted Glass

Gauges:

- Speedometer
- Fuel
- Odometer
- Oil Pressure
- Tachometer
- Voltage

Dual Electric Horns

AM/FM Stereo Radio

Black Electric Trailer tow mirrors

Dome Light

Vinyl Headliner

Driver & Passenger Air Bags

Power Steering

Y\_\_ N\_\_

Exception\_\_

**BUMPER:** Chrome

Y\_\_ N\_\_

Exception\_\_

CHASSIS PAINT

**The chassis shall be painted a single, Ford factory color \_\_\_\_\_Red\_\_\_\_\_**

Y\_\_ N\_\_

Exception\_\_

MISCELANEOUS

**Fuel Filter**

1.38" Front & Rear Shock Absorbers

Front & Rear Stabilizers

Noise Reduction Package

Y\_\_ N\_\_

Exception\_\_

STAINLESS STEP BARS

**Two Door Stainless Step Bars**

Y\_\_ N\_\_

Exception\_\_

# ALUMINUM FLATBED

## Outside Body Length:

120"

Y\_\_ N\_\_

Exception\_\_

## Outside Body Width:

96"

Y\_\_ N\_\_

Exception\_\_

## Deck Thickness:

1-1/4" high extrusions x 6" wide x 0.109" material thickness, with center tee stiffening  
rib, of

6061-T6 alloy

Y\_\_ N\_\_

Exception\_\_

## Outer Rails:

6-1/2" high extruded rail with a centered 3-7/8" (side & rear) high x 5/16" deep clearance  
light recess, with 1-1/2" lower flange

Y\_\_ N\_\_

Exception\_\_

## Floor Cross Members:

5" high Zee section with 3/16" web x 1/4" flanges

Y\_\_ N\_\_

Exception\_\_

## Longitudinal Members:

4" wide x 1-1/2" flange x 0.175" thick channel long sill caps with flanges downward to  
cap wood mounting isolation members on bodies 9' and over.

Y\_\_ N\_\_

Exception\_\_

## Rear Light Apron:

1/8" thick aluminum diamond plate x 10" deep with 1-1/2" perimeter stiffening flanges. Standard configuration has 6 each 4-1/2" diameter, rubber mounted stop/tail/turn lights.

Y\_\_ N\_\_

Exception\_\_

**Body Construction & Features:**

The all-aluminum flat bed body construction is mechanically fastened together with HUCK rivets at ALL structural connections. The 1-1/4" high aluminum extruded deck boards are HUCK riveted to the 5" zee x-members, that are HUCK riveted to the stake pocket extrusion that is stainless steel HUCK riveted to the 6-1/2" high side rail extrusions. The mechanically connected design allows the heat-treated aluminum to retain maximum strength. The only welding is for appearance purposes in non-structural areas of the body.

Y\_\_ N\_\_

Exception\_\_

**Lights & Electrical:**

All lights & wiring are in compliance with the DOT FMVSS-108 specifications. All electrical wiring is in a vinyl protective covering. The side and rear marker lights and 2-1/2" rear ICC identification lights are rubber mounted in the outer rail recess.

Y\_\_ N\_\_

Exception\_\_

**Cabguard Specifications:**

The cabguard is constructed of a 2-1/2" x 3" x 0.140" thick perimeter tube framing. The panel consists of a lower 1/8" thick aluminum diamond plate; upper full-width window is of 1/4" thick aluminum mesh with 2" high x 3" wide diamond shaped staggered array openings. Additional support is provided by over-the-truck-frame-rail positioned upright vertical channel members. The upright channels are 3/16" thick 5052 alloy aluminum with a tapered web, 4" o.d. at the bottom to 1-1/2" at the top perimeter attachment. Height of the cabguard will comply with any height specified by the customer. The width corresponds with the deck width. The side tubes can be total vertical or a 20 degree taper that begins at approximately 16" above the deck.

Y\_\_ N\_\_

Exception\_\_

**Installation:**

Wood isolation members are positioned on top of the truck frame rails upper flanges. The body is located on top of the wood stringers utilizing the long sill channel caps to secure the wood on top of the truck frame; or in the case of 8-1/2 to 9' beds, steel mounting brackets that require no long sills or wood isolators. Many holes in the truck frame can be used.

The body is to be attached to the truck chassis using a 1/4" steel angle bracket with end gussets. The brackets are bolted to the body cross members with (4) each 3/8" grade 5 bolts and locking nuts. Two 5/8" diameter bolts vertically straddle each side of the truck frame rails and extend through 1/2" x 2" flat bar brackets positioned below the lower truck rail flanges. Tightening the nuts on the 5/8" bolts generate clamping force against the truck frame rail. Shear plates are to be bolted to a body member and to the truck frame rails to eliminate possible longitudinal movement of the body.

Y\_\_ N\_\_

Exception\_\_

## **WILDLAND COMPARTMENTATION**

### **COMPARTMENTATION**

#### **LEFT SIDE**

There shall be two (2) aluminum, diamond plate compartments with drop down doors measuring approximately 36" wide x 28" high x 18" deep. The compartments shall be located on the left side of booster tank.

There shall be an open top basket on the compartment top for storage. The dimensions shall be 72" long x 8" high x 18" wide. Each basket shall be bolted to the top surface of the compartment. There shall be a 1 1/2" drip edge above compartment door.

An open top basket shall be fabricated and mounted behind the left side compartments.

Y\_\_ N\_\_

Exception\_\_

#### **RIGHT SIDE**

There shall be two (2) aluminum, diamond plate compartments with drop down doors measuring approximately 36" wide x 28" high x 18" deep. The compartment shall be located on the right side of booster tank.

There shall be an open top hose tray on the compartment top for storage. The dimensions shall be 72" long x 8" high x 18" wide. Each basket shall be bolted to the top surface of the compartment. There shall be a 1 1/2" drip edge above compartment door.

Y\_\_ N\_\_

Exception\_\_

## **HINGED DOORS**

Compartment and doors shall be constructed entirely from aluminum diamond plate, and hinge pins of stainless steel. The outer door plate shall be .125 aluminum diamond plate, with .125 inner box pan. Doors shall be fully gasketed with closed cell neoprene sponge. The compartment doors shall have single catching point, with horizontal stainless steel, "D" Ring latch (with locks). Doors shall be bolted to hinge and hinge bolted to compartment with stainless #10 bolt and nylon lock nuts. Door stays shall be provided.

Y\_\_ N\_\_

Exception\_\_

## **UNDERBODY COMPARTMENT(S)**

There shall be two (2) aluminum, diamond plate compartments with drop down doors measuring approximately 24" wide x 18" high x 17" deep. The compartments shall be located on the both sides ahead of the rear wheels.

Y\_\_ N\_\_

Exception\_\_

## **APPARATUS SKID UNIT**

### **Darley 2BE23V Pump**

#### **Vanguard 23 HP Engine**

4 cycle, 23 HP, V-twin, OHV, replaceable oil filter,  
37.5 cu. in. displacement, 12-volt starter, 20 amp  
regulated alternator, recoil rope start back-up

Y\_\_ N\_\_

Exception\_\_

## **STANDARD EQUIPMENT**

Expanded Metal basket atop tank (level with lightbar x 48" x 48")  
Booster Reel (electric rewind) PASSENGER'S SIDE, REAR  
150' of 1" Booster Hose  
Roller & spool hose guide  
Work light  
1.5" Mattydale swivel  
One (1) Additional 1.5" discharge  
2.5" Discharge valve  
2.5" Intake Valve  
Aluminum alloy casing  
Bronze impeller and seal ring  
Stainless steel impeller shaft  
Ceramic coating thru packing box

Shredded plastallic packing  
Ball bearing construction  
Exhaust primer  
Built-in discharge check valve  
3" NPT suction

Y\_\_ N\_\_

Exception\_\_

### **TANK**

500/15 Gallon Poly Tank with limited Lifetime Warranty

Y\_\_ N\_\_

Exception\_\_

## **APPARATUS ELECTRICAL**

### **ELECTRICAL STANDARDS**

All wiring and electrical equipment shall meet SAE standards. All lighting and reflectors shall meet Federal Motor Vehicle Standards.

All wiring shall be color and function coded. (NO EXCEPTIONS)

The optical warning system on the fire apparatus shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right of way. The other mode shall signal that the apparatus is stopped and is blocking the right of way. The parking brake switch shall determine, through the use of switching, which mode the emergency lighting is in.

The optical warning devices shall be constructed or arranged to avoid the projection of light either directly or through mirrors into any driving or crew compartments.

Illumination shall be provided for controls switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it.

Hydraulic lines, air system tubing, control cables, and electrical lines shall be clipped to the frame or body structure of the apparatus and shall be furnished with protective heat looms and/or grommets at each point where they pass through body panels or structural members.

Where any through-the-frame connector is provided, any such connector and wiring shall also be protected from shear or tear. Wiring shall be provided with properly rated low voltage over current automatic resetting protective devices.

Such devices shall be readily accessible and protected against excessive heat, damage and water spray. Switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected.

All relays and circuit breakers shall be "plug in" type for easy replacement. All components shall be protected against corrosion, heat, vibration and moisture. The relay panel shall be installed in the cab on the floor, between the seats and have an easily removable, aluminum cover. Relay panels mounted in compartments shall not be permitted due to the increased risk of damage from moisture.

### **SWITCH CONSOLE**

A 12" Jotto Desk console shall be mounted between the driver and officer seat in easy reach of both occupants. The console will house:

- The Class1 Controller
- The door ajar indicator light
- The battery indicator light
- Low voltage indicator light

Y\_\_ N\_\_

Exception\_\_

### **ES-KEY MANAGEMENT SYSTEM**

The apparatus shall be equipped with a Class 1 ES-Key Management System for controlling electrical system devices. This management system shall be capable of performing loan management functions, system monitoring and reporting, and be fully programmable for a standardized electrical system.

The ES-Key system shall utilize a Controller Area Network to provide multiplexed control signals for "real time" operation. The system will consist of a Universal System Manager (USM) and Power Distribution Module(s) (PDM), a Vocation Module (VOM) that performs interlock functions, an Input Switch Module(s) that communicates with the USM, a Data Logger Module and an Information Display Module for displaying warnings and diagnostics.

Y\_\_ N\_\_

Exception\_\_

### **LOW-VOLTAGE SYSTEM (LVS)**

A Low Voltage Alarm system shall be provided and installed on the vehicle. It is designed to meet and exceed all the requirements of NFPA 1901/1906.

Y\_\_ N\_\_

Exception\_\_

### **DOT LIGHTING**

Two (2) amber and two (2) red side body running lights shall be provided and mounted, one (1) amber and one (1) red on each side approximately midway between the front and rear axle. There shall be one (1) amber turn signal light with protective covers furnished and mounted in front of the axle since it is 32.5" long. There shall be five (5) lights located on the rear of the vehicle. Three (3) of the lights shall be in the tailboard area for use as identification lamps. All required reflectors shall be riveted onto body.

Y\_\_ N\_\_

Exception\_\_

### **TAIL LIGHTS**

The two (2) incandescent tail/turn/brake lights shall be supplied. The two (2) back-up lights shall be clear. There shall be one (1) set of two mounted vertically each side on rear face of body. Round, push in lights mounted with grommets will not be accepted. (No Exceptions)

Y\_\_ N\_\_

Exception\_\_

### **COMPARTMENT LIGHTING**

One (1) LED strip light shall be provided in each enclosed compartment, including any and all special compartments provided with a minimum of 4 cubic feet. (No Exceptions)

Y\_\_ N\_\_

Exception\_\_

### **DOOR OPEN HAZARD LIGHT**

There shall be a flashing red light located on the cab dash in clear view of the driver. This light shall be illuminated automatically whenever any passenger or equipment compartment door is open. The light shall be marked "Do Not Move Apparatus When Light Is On".

Y\_\_ N\_\_

Exception\_\_

### **LICENSE PLATE LIGHT**

A license plate bracket with light shall be provided and installed on the left hand rear of the body. It shall be wired to come on with the headlights.

Y\_\_ N\_\_

Exception\_\_

### **UNDERBODY/CAB GROUND LIGHTS**

Four (4) Truck-Lite 4" clear ground illumination lights, with outward facing angle brackets shall be provided and installed. Two (2) shall be located under the cab doors, and two (2) shall be located to light the rear tailboard area. The lights shall activate with the parking brake.

Y\_\_ N\_\_

Exception\_\_

## **EMERGENCY LIGHTING**

### **CAB UPPER ZONE WARNING LIGHTS**

**One (1) 58" Code Three Model 2758NFPA2 all LED light bar with 12 modules shall be provided and installed on the cab shield. An aluminum brush guard shall be fabricated around the lightbar.**

Y\_\_ N\_\_

Exception\_\_

### **CAB LOWER ZONE WARNING LIGHTS**

Four (4) Code OPTIX 6 series 7" X 2" warning red light heads shall be installed as follows:

- Two (2) in chassis grille (one each side)
- One (1) left front fender
- One (1) right rear fender

Y\_\_ N\_\_

Exception\_\_

### **BODY WARNING LIGHTS**

**Four (4) Code Three LED 45BZR series red lights shall be provided and installed as follows:**

- Two (2) rear facing Red
- Two (2) in the lower zone wheel well area.

Y\_\_ N\_\_

Exception\_\_

**SIREN**

One (1) Code Three 3940 Series 100 watt siren shall be furnished and installed in the warning light switch tower between the driver & officer. The hard-wired noise-canceling microphone shall be installed on the dash within easy reach of the driver or officer. Two (2) year warranty.

Y\_\_ N\_\_

Exception\_\_

**SIREN SPEAKER**

There shall be a 100-watt siren speaker furnished and installed. No surface mounted speakers shall be permitted. (No Exceptions)

Y\_\_ N\_\_

Exception\_\_

**REFLECTIVE STRIPING**

The unit shall have a triple White Scotchlite stripe on each side of the cab.

Y\_\_ N\_\_

Exception\_\_

**WINCH & BRUSH GUARD**

**Winch (12,000#) & Brush Guard**

There shall be a 12,000 lbs. WARN M12000 self-recovery electric winch.

This winch will be permanently mounted to the vehicle and wired per the manufacturer's specification. As per NFPA 1906 (13.2.2), the winch shall have a minimum wire rope length of 125 ft (38m) with a large latched hook.

The wire rope will be 3/8" in diameter and shall be constructed of aircraft wire rope and galvanized to help resist corrosion. The winch cable will pass through a 4-way roller fairlead.

Feature of the winch will include a 3 stage planetary gear system for fast line speed, cam action clutch disengages planetary gear system for free spooling and automatic load holding brake for strength and reliability.

There shall be a winch carrier to mount the winch at the front. Front Warn Connector and battery power lead to connect the winch shall be run for mounting of the winch.

A remote with 25' (7.6m) of cable shall be supplied (NFPA 1906, 13.3.1.1 requirement).

In addition, this system includes a Warn Trans4mer chromed grille/brush guards which wraps to the outside of the headlights

Y\_\_ N\_\_

Exception\_\_

### **AKRON FORESTRY MONITOR**

An Akron forestry wildland electric monitor model 3462 Forestry Monitor shall be installed in the front bumper. The monitor shall be plumbed with 2" Class1 high pressure hose from the pump. Drain pit cocks shall be furnished in the supply line to allow for draining the pipe for cold weather operations.

Y\_\_ N\_\_

Exception\_\_

### **MONITOR NOZZLE**

An Akron flow adjustable electric fog nozzle shall be supplied with the monitor.

Y\_\_ N\_\_

Exception\_\_

### **FOAM-PRO 1601 FOAM SYSTEM**

A Foam-Pro 1601 Foam System shall be included. The system shall include a 15 gallon poly foam cell. The apparatus shall be equipped with an electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system. The system shall be capable of handling Class A foam concentrate. The foam proportioning operation shall be based on direct measurement of water flows, and remain consistent within the specified flows and pressures.

System must be capable of delivering accuracy to within 3% of calibrated settings over the advertised operation range when installed according to factory standards. The system shall be equipped with a control module suitable for installation on the pump panel.

Incorporated within the motor driver shall be a microprocessor that receives input from the system flowmeter, while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam concentrate is injected into the discharge side of the fire pump. A paddlewheel-type flowmeter shall be installed in the discharge system specified to be "foam capable."

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select proportioning rates from 0.1% to 1.0%
- See a “low concentrate” warning light flash when the foam tank runs low and in two minutes, if foam concentrate is not added to the tank, shut the foam concentrate pump down

A 12 or 24-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity shall be 1.7 gpm (6.4 L/min) at 200 psi (13.8 BAR) with a maximum operating pressure up to 400 psi (27.6 BAR). The system will draw a maximum of 30 amps @ 12 VDC or 15 amps @ 24 VDC. The motor shall be controlled by the microprocessor (mounted to the base of the pump). It shall receive signals from the control module and power the 1/3 hp (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream. A full flow check valve shall be provided in the discharge piping to prevent foam contamination of fire pump and water tank. A 5 psi (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve

An installation and operation manual shall be provided for the unit, along with a one-year limited warranty by the manufacturer. The system must be installed and calibrated by a Certified FoamPro Dealer.

The system design shall have passed environmental testing which simulates heavy use on offroad mobile apparatus. Testing shall have been conducted in accordance to SAE standards.

Y\_\_ N\_\_

Exception\_\_

## **OPTIONS TO BE QUOTED SEPARATELY**

### **GROUND SWEEP NOZZLES**

Two (2) ¾" fixed ground sweep nozzles shall be provided and installed beneath the front bumper of the apparatus. One (1) nozzle shall be provided on the driver's side end of the front bumper and one (1) nozzle shall be provided on the passenger's side of the front bumper. The nozzles shall be plumbed with stainless steel piping or flexible high pressure hose. The nozzles shall be controlled from individual switches provided in the cab center console. The nozzles shall be capable of being put into operation during "pump and roll" operations.

Y\_\_ N\_\_

Exception\_\_

### **GROUND SWEEP NOZZLES**

Two (2) ¾" fixed ground sweep nozzles shall be provided and installed at the rear of the apparatus. One (1) nozzle shall be provided on the driver's side end of the body and one (1) nozzle shall be provided on the passenger's side of the body. The nozzles shall be plumbed with stainless steel piping or flexible high pressure hose. The nozzles shall be controlled from individual switches provided in the cab center console. The nozzles shall be capable of being put into operation during "pump and roll" operations.

Y\_\_ N\_\_

Exception\_\_

### **PUMP UPGRADE**

A DARLEY 2 1/2 AGE 26 LD portable pump with a 26 horsepower 4-cycle air-cooled Lombardini diesel Engine shall be furnished. Fuel for the pump shall be connected to the cab and chassis diesel tank. The pump shall have a maximum pumping capacity of 300 gallons per minute. The pump will have a fast positive electric primer, pump pressure gauge, electric starter and a pump panel light. The pump shall have a bronze enclosed impeller, bronze clearance rings and DARLEY injection style packing.

300 gpm @ 80 psi  
100 gpm @ 180 psi  
50 gpm @ 190 psi

Note: Fuel for the pump shall be directly connected to the Ford Chassis fuel tank with the complete fuel system package to be engineered and supplied by Darley. When the chassis fuel tank reaches 25% full, the pump will shut off.

Y\_\_ N\_\_

Exception\_\_