

# **INVITATION TO BIDS (ITB)**

\* All documents, including those attached or incorporate by reference, used for soliciting sealed bids

# 2024-04-01

## **CATRON COUNTY**

### **Coyote Creek Water Tender / Pumper**

CATRON COUNTY PURCHASING

P.O. BOX 507

RESERVE, NM 87830

**DEADLINE FOR RECEIPT OF SEALED BIDS: MONDAY, APRIL 22 AT 3:00 PM**

**BID OPENING: MONDAY, APRIL 22, 2024 at 3:30 PM**

**ANTICIPATED BID AWARD DATE: TUESDAY, APRIL 23, 2024**

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

**Bidder Instructions for Invitation to Bid (ITB)**

Viewing ITB: Bidders can access active procurement on the Catron County website at <http://www.catroncounty.us> under the Bids/RFPs Tab.

**Procurement Manager:**

Catron County has a designated Procurement Manager who is responsible for this procurement and whose name, address and telephone number are listed below. Any inquiries or requests regarding the 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 Catron County.

Deanna Duncan  
Accounts Payable / Chief Procurement Officer  
100 Main Street, Second Floor  
Reserve, NM 87830  
Phone: (575) 533-6423  
Email: [deanna.duncan@catroncountynm.gov](mailto:deanna.duncan@catroncountynm.gov)

**Submitting Bids:**

Complete bid documents as required by the ITB Specifications, and submit any required documents, supporting materials, certificates, etc. in addition to the bid documents must be sealed and submitted by mail to:

Deanna Duncan, CPO  
Catron County Commission Office  
P.O. Box 507  
Reserve, NM 87830

Or delivered by hand/express carrier service to:

Deanna Duncan, CPO  
Catron County Commission Office  
100 Main Street, Second Floor  
Reserve, NM 87830

**Electronic Submissions shall be e-mailed to:** [submissions@catroncountynm.gov](mailto:submissions@catroncountynm.gov)

Submissions Emailed to Deanna Duncan, or any other Catron County Employee **WILL NOT** be accepted.

Note that all deliveries via express carrier, including sealed bid delivery, should be addressed to the hand delivery address above.

**BID SHALL BE RECEIVED NO LATER THAN 3:00 PM ON MONDAY, APRIL 22, 2023.**

If an amendment needs to be processed after the bid is submitted, Bidder's must resubmit their entire bid for it to be considered fully submitted. It is the responsibility of the Bidder to ensure that bids are correct and accurate before submission, and that they are received by the CPO prior to the above listed date.

**Bid Opening:**

Sealed bids will be public opened at 100 Main Street, Second Floor, Reserve, NM at 3:00 PM on NOVEMBER 29, 2023. Bidders are welcome to attend the bid opening. Anticipated bid award date will be on APRIL 23, 2024.

Bids are subject to the "Terms and Conditions" shown on the subsequent pages of this documents, and any additional bidding instructions or requirements.

**Terms and Conditions:**

(Unless Otherwise Specified)

1. **General:** When the Chief Procurement Officer or his/her designee issues a purchase document in response to the bid, a binding contract is created. Award of this bid is scheduled at the Regular Catron County Commission Meeting on APRIL 23, 2024.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in the manufacturing process, and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
  - b. 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.
4. **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.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specification shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The Chief Procurement Officer or his/her designee 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.
8. **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 and do no limit any rights afforded to the County by any other clause of this order. Contractor agrees to not disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping, and Invoicing:**
  - a. The Chief Procurement Officer's purchasing document 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 duly certified and shall contain the following information: order number, description of supplies of services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to Accounts Payable.
11. **Default:** The County reserves the right to cancel all or any part of this order without cost to the County, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold

the Contractor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires. Floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the 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 Contractor to meet the required delivery schedules. The rights of the County provided in the paragraphs shall not be exclusive and are in addition the any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Contractor certifies that he/she has not, either directly or indirectly, entered into action in restraint of the free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.
13. **Nondiscrimination:** Contractor doing business with Catron County must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Section 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against Catron County in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Worker's Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation benefits for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Catron County.
18. **Submission of Bid:** 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. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number. **BIDS SENT VIA E-MAIL MUST BE SENT TO [SUBMISSIONS@CATRONCOUNTYNM.GOV](mailto:SUBMISSIONS@CATRONCOUNTYNM.GOV) or they WILL NOT be accepted.**
19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of Catron County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expense incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. Catron County shall retain the right to request the removal of any of the Contractor's personnel at any time.
20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of Catron County. No such subcontracting shall relieve the Contractor from its obligation and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the County.
21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Price Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by Catron County. The County shall have the right to audit billings, both before

and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
23. **Liability Insurance:** Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with minimum coverage in an amount not less than the then current limits established by the New Mexico Tort Claims Act and the New Mexico Civil Rights Act. The Contractor must additionally supply the County a declarations page reflecting the requisite level of coverage and naming Catron County as additional insureds.
24. **Form of Contract:** Any proposed changes to the form of contract should be during the question and answer period so that the changes are available to all offerors, and to avoid finishing the procurement and having the Commission sign the contract before amendments are made, which results in us having to return to the Commission for the Contract. Please see the sample contract in Exhibit A.

## **Awards**

**Determination of the Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the County in accordance with the specifications and terms & conditions set for the Invitation to Bid. Catron County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combinations of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the County.

The Chief Purchasing Officer or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of Catron County.

**Special Notice:** To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by the Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of the bid.

Bids may be withdrawn upon receipt of written request, prior to the scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or their provisions of bid shall be permitted. 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 Chief Purchasing Officer or his/her designee.

**F.O.B. Destination:** Means goods are to be delivered to the destination designated by the user with is the point at which the user accepts ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

## **New Mexico Employees Health Coverage**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>
- D. For purposes of this Paragraph, the following terms have the following meanings:
- (1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
  - (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

## **County Price Agreement**

### **Article I: Statement of Work**

Under the terms and conditions of this Price Agreement, Catron County may issue orders for items and/or service described herein.

The terms and conditions of the Price Agreement shall for a part of each order issued hereunder.

The items and/or services to be ordered shall be listed in the Cost Response Form. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either Catron County Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

### **Article II: Term**

The term of the Price Agreement, for issuance of orders, shall be as indicated in the specifications.

### **Article III: Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however, they may not describe the item(s) fully.

### **Article IV: Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made within thirty (30) days of award. If Contractor is unable to meet stated delivery the Chief Procurement Officer must be notified within seven (7) days of scheduled delivery. A new delivery schedule can be negotiated with written consent of both parties.

### **Article V: Termination**

Catron County may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the County's uncured material breach of this Agreement. Contractor shall give Catron County written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the County's material breaches of this Agreement upon which the termination is based and (ii) state what the County must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the County does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breach that cannot be cured within thirty (30) days, the County does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and

shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the Catron County Chief Procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the Chief Procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the Cost Response Form attached hereto are firm.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**Specifications:**

Establish a Price Agreement for the purchase of one (1) Water Tender/ Pumper for the Coyote Creek Fire Department in accordance with the State Procurement Code of New Mexico.

**Term:**

The term of this contract shall be for one (1) year from date of award.

**Delivery:**

Deliver FOB to dealer's place of business in the State of New Mexico. In the event that there are no dealers or manufacturing facilities in New Mexico then delivery will be determined at time of order be purchaser.

**Escalation/De-escalation Clause:**

In the event of a product cost increase, an escalation request will be reviewed by the Catron County Road Department and approved by Catron County on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or backordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor. After the initial term of this contract, in the event prices do escalate following the primary term, Catron County may issue another Invitation to Bid (ITB) and terminate without penalty should it accept a bid for a lower cost.

All requests for price increases must include the following information from the vendor:

- 1) Agreement Item Number
- 2) Current Item Price
- 3) Proposed New Price
- 4) Percentage of Increase
- 5) Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase

For escalations, awarded vendor must also supply a current Letter from the Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.

Catron County, upon review of an escalation or decrease request, may require additional supporting documentation prior to providing a written recommendation to Catron County. Final determination on the approval or disapproval of the escalation or decrease request will be made by Catron County.

**Method of Award:**

Award will go to the lowest responsible bidder meeting minimum specifications, terms and conditions. The County reserves the right to award to multiple vendors in order to achieve objective. Awards will be made to meet the best interests of Catron County.

**Intent of Specifications:**

The specifications are intended to describe equipment for use by the Catron County which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such a unit, and to set forth minimal performance parameters required by Catron County. Catron County reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of Catron County.

**Qualified Bidders:**

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the Catron County during the warranty period and the extended warranty period if applicable. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

**Inspection of Work:**

Catron County shall have access at any reasonable time to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by Catron County.

Above noted equipment shall be delivered within thirty (30) days of bidder's receipt of order. If the above noted equipment is to be installed on a separate unit supplied by the user agency, then it shall be delivered within thirty (30) days of bidder's receipt of said unit. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of twenty-five dollars (\$25.00) per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, plans, and care.

**Guarantees and 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.

**Servicing:**

Unit(s) ordered under this agreement shall be completely serviced and ready for operation upon delivery.

**Warranty Repairs:**

While the unit(s) provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the Vendor shall provide a like unit until repairs are completed. All repairs shall be performed at the

Vendor's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

**Parts Availability:**

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

**Payment or Acceptance Not Conclusive:**

Vendor must supply agency with an invoice for payment. No payment made under this agreement shall be conclusive evidence of the performance of the ITB either wholly or in part, and that no payment made for the delivery of the building in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Vendor from corrections of the defects. The final acceptance shall not be binding upon the Purchaser or the State, or conclusive, should it subsequently develop the Vendor has furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance, and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Vendor.

**Tax Note:**

Bid shall not include New Mexico Gross Receipts Tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its invoice at the current tax rate at each project's location, as a separate item to be paid.

**Quantities Goods:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of purchase. Quantities may be increased or decreased as necessary to meet actual requirements. The County does not guarantee any amount of work.

**Order of Preference:**

Any references herein to a particular make and model number are intended not to be restrictive, but to set forth an acceptable level of quality and design, equal or better.

**Minimum Requirements:**

**Intent of Specifications:**

The County of Catron seeks sealed bids from qualified bidders for the purchase of one (1) Water Tender/ Pumper for the Coyote Creek Fire Department in accordance with the State Procurement Code of New Mexico .

**Shipping Note**

Bid shall not include freight/shipping costs. Such costs shall be prepaid by the vendor, added at the time of invoicing, and shown as a separate line item to be paid by user. Catron County shall only pay exact courier cost, without markup.

**Hold Harmless Clause:**

Contractor shall indemnify and hold harmless Catron County, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

**The Contractor Agrees To:**

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on-the-job and the safety and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.
- C. Indemnify and hold harmless Catron County, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees, perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 56-7-1 N.M.S.A. 1978 comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claims whatsoever pursuant to the provisions of this Price Agreement.

- D. Comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

**Inspection of Work:**

Catron County shall have access at any reasonable time to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by Catron County.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, plans, and care.

**Guarantees and 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.

**Payment Provisions:**

Within fifteen (15) days after the date the County receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the County finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by Catron County that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30<sup>th</sup>) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has

not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Catron County Manager or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

**Method of Award:**

Award will go to the lowest responsible bidder meeting minimum specifications, terms and conditions. Catron County reserves the right to award to multiple vendors per item.

The Contractor will present for payment an itemized monthly billing statement to Accounts Payable.

**Quantities:**

The approximate quantities for each item are estimated and are for bidding purposes only. The State of New Mexico does not guarantee any amount of work.

**Important Bidding Information**

All Bidders must notify the Chief Procurement Officer or his/her designee if any employee(s) of Catron County have a financial interest in the Bidder. Financial interest is defined as:

- A. Holding a position in a business as officer, director, trustee or partner or holding any position in management; or
- B. Ownership of more than five percent interest in a business.

**No Financial Interest**                       **Yes Financial Interest**

If yes, specify the employee’s name: \_\_\_\_\_ and financial interest: \_\_\_\_\_

Failure of Bidder to complete bidding documents, in accordance with the instruction provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding “equivalent” bidder must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristic desired and is not intended to restrict competition.

If any Bidder is of the opinion that the specification as written preclude him/her from submitting a bid on this ITB, it is requested that his opinion be made known to the Chief Procurement Officer or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the Chief Procurement Officer or his/her designee, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The Chief Procurement Officer or his/her designee reserve 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 date, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to Catron County. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder’s risk, will not be returned.

**Items' Submission Instructions:**

*Submission process only* - Contact Deanna Duncan at: (575) 533-6423 or via email at [deanna.duncan@catroncountynm.gov](mailto:deanna.duncan@catroncountynm.gov)

**Online Submissions:**

1. Download the ITB on the Catron County website at [https://www.catroncounty.us/bids\\_rfps/index.php#outer-358](https://www.catroncounty.us/bids_rfps/index.php#outer-358) ;
2. Enter your bid prices into the ITB;
3. E-mail the completed ITB to [submissions@catroncountynm.gov](mailto:submissions@catroncountynm.gov) .

**COST RESPONSE FORM:**

**Initial to Confirm that the Water Tender/Pumper conforms to the specifications listed below:**

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**Please list the pricing for the Water Tender/Pumper:**

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**Please list anything else that you would like for us to take into consideration:**

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**NOTE TO BIDDERS:**

All bids must be made completely independent of all other bids submitted. Where multiple bids are submitted by bidding entities owned by the same person or persons, those bids will be presumed not to be made independently of one another and may be disqualified.

**IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL BIDS ARE SUBMITTED BEFORE THE CLOSE OF BUSINESS ON DEADLINE DATE.**

**ALL BIDS MUST BE RECEIVED NOT LATER THAN 3:00 PM ON MONDAY, APRIL 22, 2024.**

In accordance with statute and rule,

**NO LATE BID CAN BE ACCEPTED.**

## **MINIMUM SPECIFICATIONS**

Please note that specifications on the bid are not to exclude any bidder or manufacturer. Where a brand name is indicated, it is for the purpose of describing the standard of quality, performance and characteristic desired and is not intended to restrict competition. Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidder must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

### **INSPECTION TRIP(S):**

Two inspection trips shall be made by Two representatives of the Coyote Creek Fire Department. One Inspection trip shall be made for a pre-construction meeting. One Inspection trip shall be made during the final acceptance phases of the manufacturing process. All travel and living expenses shall be included in the front-page price.

### **PRECONSTRUCTION CONFERENCE:**

There shall be a preconstruction conference held at the Fire Equipment Facilities. The meeting prior to any construction on the apparatus. A factory direct representative of the Fire Equipment Company shall review the specifications for the apparatus with representatives of the Coyote Creek Fire Department. Revised approval drawings shall be supplied to the purchasing authority reflecting any changes that are the result of the preconstruction conference.

### **DELIVERY:**

To ensure proper break-in of all drive train components while under warranty, the finished apparatus shall be delivered to the purchaser under its own power.

The apparatus shall be covered by comprehensive and liability insurance during the delivery period. The purchaser shall assume the insurance obligation on acceptance, and at that time shall present to the manufacturer's agent a certificate of verification, showing liability, comprehensive and collision insurance coverage.

### **GENERAL INFORMATION:**

#### **NOTATION**

All apparatus shall be designed and built to meet the requirements of the latest edition of NFPA 1901.

#### **PERSONNEL CAPACITIES**

To meet the spirit of N.F.P.A. 1500 paragraph 6.3.1, this apparatus has been designed to transport not more than two (2) people.

#### **6.3 Riding in Fire Apparatus**

6.3.1 All persons riding in fire apparatus shall be seated and belted securely to the vehicle by seat belts in approved riding positions and at any time the vehicle is in motion. Standing or riding on tailsteps, sidesteps, running boards or in any other exposed position shall be specifically prohibited.

### **MAXIMUM TOP SPEED:**

To meet the intent of NFPA 1901 4.15.3, the top speed of the vehicle shall not exceed 60 MPH or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

### **INFORMATION TO BE PROVIDED:**

Manufacture shall supply, at the time of delivery, the following documents:

- A) The manufacturer's record of apparatus construction details, including the following information:
1. Owner's name and address
  2. Apparatus manufacturer, model, and serial number.
  3. Chassis make, model, and serial number.
  4. GAWR of front and rear axles.
  5. Front tire size and total rated capacity in pounds.
  6. Rear tire size and total rated capacity in pounds.
  7. Chassis weight distribution in pounds with water and manufacturer mounted equipment.
  8. Engine make, model, serial number, number of cylinders, bore, stroke, displacement and compression ratio, rated horsepower and related speed, and no-load governed speed.
  9. Type of fuel and fuel tank capacity.
  10. Electrical system voltage and alternator output in amps.
  11. Battery make and model, capacity in CCA.
  12. Transmission make, model, and type.
  13. Pump to drive through the transmission (yes or no)
  14. Engine to pump gear ratio used
  15. Pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
  16. Pump transmission make, model, and serial number.
  17. Priming device type.
  18. Type of pump pressure control system.
  19. Auxiliary pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
  20. Water tank certified capacity in gallons.
  21. Aerial device type, rated vertical height in feet, rated horizontal reach in feet, and rated capacity in pounds.
  22. Paint numbers
  23. Company name and signature of responsible company executive.

- B) If the apparatus has a fire pump, the pump manufacturer's certification of suction capability.
- C) If the apparatus has a fire pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.
- D) If the apparatus has a fire pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no-load governed speed.
- E) If the apparatus has a fire pump, the pump manufacturer's certification of hydrostatic test.
- F) If the apparatus has a fire pump, the certification of inspection and test for the fire pump.
- G) If the apparatus has an aerial device, the certification of inspection and test for the aerial device.
- H) If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA.
- I) Weight documents from a certified scale - showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full but without personnel, equipment, and hose) - shall be supplied with the completed vehicle.
- J) Written load analysis and results of the electrical system performance tests.
- K) If the apparatus is equipped with a water tank, the certification of water tank capacity.
- L) If the apparatus has a fire pump, two (2) copies of the pump operation and maintenance manual.
- M) Two (2) destination effective wiring diagrams.
- N) Copies of electrical and mechanical component manuals for equipment purchased on or with the apparatus.
- O) A sketch of the booster tank indicating all dimensions and baffle locations.
- P) If the apparatus has a pump, one (1) certification of third party test

## **WARRANTY:**

The Manufacture shall warranty each new piece of fire and rescue apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned to us not later than two years after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser. All water tanks will be warranted as stated herein and may have extended warranty as explained elsewhere in the Proposal.

This warranty will not apply:

- 24. To normal maintenance service or adjustments.
- 25. To any vehicle which shall have been repaired or altered outside of our factory, in any way so as, in our judgement, to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which shall have been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 26. To the chassis and associated equipment furnished with chassis, signaling device, generators, batteries or other trade accessories. These are usually warranted separately

by their respective manufacturers.

27. To work performed by an outside service without prior authorization obtained from Alexis Fire Equipment.

28. To costs incurred from an outside service for non-warranty related items.

This warranty is in lieu of all other warranties, expressed or implied, and all other representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. We neither assume or authorize any other person to give or assume any other warranty or liability on the company's behalf unless made or assumed in writing by the company.

Surety Bond, if required, will cover standard two-year warranty period only and will not cover any extended warranties allowed by The manufacturer or other component manufacturers.

## **LENGTH AND/OR HEIGHT LIMITATIONS:**

### **OVERALL HEIGHT:**

There shall be no overall height restrictions.

### **OVERALL LENGTH:**

There shall be no overall length restrictions.

## **CHASSIS EQUIPMENT & MODIFICATIONS:**

THREE-PIECE 14 INCH CHROME STEEL BUMPER WITH COLLAPSIBLE ENDS AND LH WING CUTOUT FOR FEDERAL MS100/ES100/ES100C SPEAKER

FRONT TOW HOOKS - FRAME MOUNTED

BUMPER MOUNTING FOR SINGLE LICENSE PLATE

FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS

GRADE 8 THREADED HEX HEADED FRAME FASTENERS

EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE

D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB  
3D STEP VEHICLE MODEL

TANK BODY 1501 TO 3000 GALLONS

CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD

### **WHEEL DRESS HUB AND NUT COVERS:**

The front and rear wheels shall be dressed with polished hub covers and lug nut covers.

### **LABELS:**

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air-Conditioning Refrigerant
- Air-Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid
- Equipment Rack Fluid
- CAFS Air Compressor System Lubricant
- Generator System Lubricant
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Maximum Tire Speed Ratings

A final manufacturer's certification of the GVWR or GCWR along with a certification of each GAWR, shall be supplied on a label affixed to the vehicle.

**Safety sign FAMA07** A sign that reads "Occupants Must Be Seated and Belted When Apparatus Is in Motion" shall be provided. The sign shall be visible from each seated position.

A label that states the number of personnel the vehicle is designed to carry shall be located in an area visible to the driver.

A sign stating the overall height of the vehicle in feet and inches, the overall length of the vehicle in feet and inches, and the GVWR in tons shall be provided and mounted. The sign shall be visible to the driver of the vehicle while seated.

**Safety sign FAMA15/43** A label stating "Do Not Wear Helmet While Seated" shall be visible from each seating position.

**Safety sign FAMA10** A label stating "All Equipment Stored in the cab shall be properly secured" shall be visible from each seating position.

Safety sign FAMA24 A "Do Not Ride" label shall be visible near all stepping and standing surfaces.

Safety sign FAMA23 Climbing Method Instruction sign which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body

Safety sign FAMA25, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.

### **AIR LIMITER:**

A limiter valve shall be installed on the chassis air reserve tank, eliminating the use of all air accessories when the chassis air pressure is under 100 psi, thus reserving all available air for braking effort.

### **HELMET STORAGE:**

To meet the intent of NFPA 14.1.8.4.1, the helmet for each occupant shall be stored in an exterior compartment.

## **PUMP AND PIPING:**

### **MIDSHIP PUMP:**

MANUFACTURER: Hale Fire Pump Co.  
MODEL: DSD150

CAPACITY: 1250 gpm. @ 150 psi. @ 3,000 feet elevation.  
SUCTION SIZE: 6" NST

### **PUMP ASSEMBLY**

The pump shall be of a size and design to mount on the chassis rails of commercial and custom truck chassis, and have the capacity of 1250 gallons per minute (U.S. GPM), NFPA-1901 rated performance.

The entire pump shall be assembled and tested at the pump manufacturer's factory.

The pump shall be driven by a driveline from the truck transmission. The engine shall provide sufficient horsepower and RPM to enable pump to meet and exceed its rated performance.

The entire pump shall be hydrostatically tested to a pressure of 600 psi. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by the latest NFPA Pamphlet No. 1901. Pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 psi. (2069 bar.) All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pump utilizing castings made of lower tensile strength cast iron not acceptable.

Pump body shall be vertically split, on a single plane for easy removal of entire impeller assembly including clearance rings

Pump shaft to be rigidly supported by two bearings for minimum deflection. The bearings shall be heavy-duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.

Pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machined hand ground and individually balanced. The vanes of the impeller intake eyes shall be hand ground and polished and be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

### GEARBOX

Pump gearbox shall be of sufficient size to withstand up to 16,000 lbs. ft. of torque of the engine. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and at least 2<sup>3</sup>/<sub>4</sub>" in diameter, on both the input and output drive shafts. They shall withstand the full torque of the engine.

All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut spur design shall be provided to eliminate all possible end thrust. (No exceptions.)

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

### **PRIMING PUMP:**

The priming pump shall be a Trident Emergency Products compressed air-powered, high efficiency, multi-stage, venturi based AirPrime™ System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump. The priming system shall have a five year warranty.

The priming pump shall be controlled from the pump operator's panel.

### **DRIVELINES:**

The chassis drivelines shall be modified to accept the pump drivelines. The pumping system drivelines shall be manufactured by the apparatus manufacturer. The drivelines shall be professionally balanced by the apparatus manufacturer to ensure complete system balance.

### **6" SUCTION:**

One (1) 6" NST suction shall be located on each side of the apparatus body. The suctions shall be open and not gated. An inlet screen and a 6" handle cap shall be included.

### PIPING:

The piping will be stainless steel material throughout the waterway system. The suction waterway shall

be 6" 304 stainless steel material. The suction waterways shall be designed to flow a minimum of 17% in excess of the rated capacity from draft. The suction piping shall incorporate a 4" suction inlet to allow for full flow from the tank valve assembly. The suction piping shall be adapted from 6" TIPT to NST with a chrome adapter. The suction system shall be designed with 6" victaulic couplings to allow ease of access for maintenance or removal of the pumping system.

The discharge system shall incorporate a 4" stainless steel distribution system. The manifold shall be fed from the 4" piping system. The discharge system shall incorporate a 4" victaulic system to allow ease of access for maintenance or removal of the pumping system. Each discharge shall be fed from above the manifold system.

## **PUMP DRAINS:**

The entire pump and its controls shall be drainable with a master drain piped to the lowest points of the pump and its control piping. The master drain shall be of a threaded design that will seal all drain points without allowing recycle.

## **HALE MECHANICAL SEAL:**

The mechanical seal must be 2" in diameter and shall be spring loaded, maintenance free and self-adjusting. Mechanical seal construction shall be a carbon sealing ring, stainless steel coil spring, Viton rubber cup, and a tungsten carbide seat with Teflon backup seal.

## **AIR PUMP SHIFT:**

The shifting mechanism shall be a heat-treated, hard anodized aluminum power cylinder, with stainless steel shaft. The assembly shall be plumbed utilizing a 3/8" air line for maximum performance. An in-cab control for rapid shift shall be provided that locks in road or pump.

For automatic transmissions, three green warning lights shall be provided to indicate to the operator(s) when the pump has completed the shift from Road to Pump position. Two green lights to be located in the truck driving compartment and one green light on pump operators panel adjacent to the throttle control. For manual transmissions, one green warning light will be provided for the driving compartment. All lights shall have appropriate identification/instruction plates.

## **INTAKE PRESSURE RELIEF VALVE**

One (1) Task Force Tips model #A1860 pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI with easy to read 90, 125, 150, 200, 250, 300 psi settings and an "OFF" position. Pressure adjustment can be made utilizing a 1/4" hex key, 9/16" socket or 14mm socket. For corrosion resistance the cast aluminum valve shall be hardcoat anodized with a powder coat interior and exterior finish. The valve shall be configured for either a Waterous or Hale pump, and have a 2-1/2" male NH threaded discharge outlet and a "DO NOT CAP" label near discharge outlet. The valve

shall meet NFPA 1901 requirements for pump inlet relief valve. The unit shall be covered by a five-year warranty.

## **REQUIRED PUMP TESTING:**

If the fire pump has a rated capacity of 750 gpm or greater capacity, the pump shall be tested after the pump and all its associated piping and equipment have been installed on the apparatus. The tests shall be conducted at the Alexis facility and certified by an EVT Certified pump operator. The certification shall include (at least) the following tests: the pumping test, the pumping engine overload test, the pressure control system test, the priming device tests, and the vacuum test. If the apparatus is equipped with a water tank, the water tank to pump flow test shall be included.

A test plate shall be provided at the pump operator's position that gives the following information: the rated discharges and pressures, the speed of the engine determined by the certification test for each unit, the position of the parallel/series pump as used, and the no-load governed speed of the engine stated by the engine manufacturer on a certified brake horsepower curve. The plate shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

## **PUMP CERTIFICATION:**

Upon final apparatus delivery, the original copy of the certificate of inspection by an independent third party shall be furnished.

The pumping system shall be capable of delivering:

- 100 % of rated capacity at 150 psi. net pump pressure
- 70 % of rated capacity at 200 psi. net pump pressure
- 50 % of rated capacity at 250 psi. net pump pressure

## **INTERMEDIATE PUMP MODULE:**

A free standing pump module shall be located between the chassis cab and the tank of the apparatus. The tank shall project over the module assembly for better weight distribution and handling. The pump module shall be no wider than 40" to provide an optimal turning radius for the unit.

The pump module shall be a self-supported structure mounted to the frame separate from the cab and body. Pump module design beginning with a cage framework assemblies that are precision manufactured from corrosion free heavy 7 gauge stainless steel forms. This framework mounts to the truck frame through a mounting design complemented with four (4) VIBRA mount elastomer cushions. The result shall be a mounting system that allows for the twisting movement of the truck frame without undue stress loading of the pump module.

The pump operator's panel shall be located on the left side of the apparatus, and the suction/discharge panels shall be located on the left and right sides of the apparatus.

An automotive rubber seal shall be adhered to the pump panel to reduce vibration that may occur during pump operation or road application. The panel shall be attached to the framing with 3/16" pin, 1" knuckle, continuous stainless steel hinges. The hinges shall be attached with stainless steel fasteners.

Each panel shall be secured with latches at the top and bottom of the door opening.

The top left operator's panel shall be hinged for access to the individual gauges and the electrical components. No exceptions.

Once the module is designed, the valve control placements on a control module shall result in a neat and orderly layout. Open the access door on a side control module and peer inside. The horizontal control rods appear neat and orderly.

## **PUMP CONTROLS:**

The pump panel shall incorporate push pull controls for each discharge, the tank fill recycle, and the tank to pump valve (if applicable.)

The control handles shall be placed on an even plane with the upper control panel.

## **PUMP OPERATOR'S PANEL:**

The pump operator's panel shall include the following:

### **PRESSURE GOVERNOR and MONITORING DISPLAY**

One (1) Fire Research PumpBoss series PBA401-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine information and outputs for engine control shall be on the J1939 databus. Inputs from the pump discharge and intake pressure sensors shall be electrical.

The following continuous displays shall be provided:

- Engine RPM; shown with four daylight bright LED digits more than 1/2" high Check engine and stop engine warning LEDs
- Engine oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display
- Pressure and RPM operating mode LEDs

Pressure / RPM setting; shown on a dot matrix message display  
Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off) Low
- Battery Voltage (Engine Running) High
- Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine.

## **MASTER GAUGES:**

One (1) 4½" compound gauge with a range of 30-0-400 PSI. One

(1) 4½" pressure gauge with a range of 0-400 PSI **WATER TANK**

### **INDICATOR**

One (1) Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

The gauge shall be located at the pump operator's panel.

### **LINE READING GAUGES:**

One (1) line reading gauge supplied for each discharge. The gauge shall have a 2½ diameter face with a graduated output scale of 0-400 PSI with black print on a bright white background. The gauge shall be constructed with a Zytel housing, acrylic lens and polished stainless steel bezel. The Zytel nylon case shall be temperature compensated with an internal breathing diaphragm to permit a fully filled case and to allow for a rigid lens with a distortion free viewing area.

A 1/4" brass male NPT fitting shall be centrally located on the rear of the housing and feature the Kem-X socket and freeze protection system that isolates the gauge from contaminants. The gauge utilizes a phosphor bronze Bourdon tube filled with a freeze proof liquid isolated by a diaphragm. The gauge shall be filled with low temperature glycerin for an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of plus or minus 1% across the entire scale of the gauge.

### **COLOR CODED TAGS:**

Color coded tags with chrome plated bezels shall be provided. Unless otherwise specified all tags shall be color coded to NFPA recommendations and shall be located at the control location, intake/discharge location, and at the drain port location.

Alexis Standard Tags:

Front Bumper Jump Line	Orange
Preconnect #1	Red
Preconnect #2	Yellow
Preconnect #3	Seafoam
Discharge #1	White
Discharge #2	Blue
Discharge #3	Black

Discharge #4	Green
Discharge #5/Water tower	Purple
Deluge/deck gun	Silver
Large-diameter hose	Yellow with white border
Foam line(s)	Red with white border
Booster reel(s)	Gray
Inlets	Burgundy

### **TEST PORTS:**

Vacuum and pressure test ports shall be provided on the pump operator's panel for connection of the pump test gauges.

### **PUSH BUTTON ON PUMP PANEL FOR AIR HORNS:**

There shall be a push button provided on the pump panel to activate the air horns.

### **RUNNING BOARDS**

The running boards shall be constructed of 12 gauge star punched stainless steel material. The material meets NFPA standard 13-7.3: all exterior surfaces have a minimum slip resistance of .68.

### **RUB RAILS - RUNNING BOARDS:**

Bolt on aluminum rub rails shall be installed one (1) each side on the running boards. Said rub rails will be fabricated of a polished "C" channel aluminum, mounted to the running board utilizing ¼" plastic spacers.

The rub rails shall incorporate the LED ground lights. Each light strip shall run the full length of each rub rail.

The channel designed rub rail shall incorporate a highly reflective red and fluorescent yellow green reflective stripe to aid in apparatus protection.

### **STAINLESS STEEL PUMP MODULE:**

The area above the side discharge panels on each side shall be manufactured of 14 gauge brushed stainless steel material.

### **STAINLESS STEEL PUMP PANELS:**

The pump operator's panel and discharge panels shall be manufactured of 12-gauge stainless steel and shall include a full width light hood with one (1) E45 Series LED light strip

The side discharge panel on the passenger side of the apparatus shall be manufactured of 12-gauge stainless steel and shall include a full width light hood with one (1) E45 Series LED light strip

The lights shall be activated by a switch located on the pump operator's panel.

### **2 ½" DISCHARGE PIPING:**

Two (2) 2 ½" discharge(s) shall be located on the left side of the apparatus. Each discharge valve shall be located behind the body panel and controlled from the side control pump operator's panel. Each discharge shall include a self-locking 2½" quarter-turn ball valve, a 2½" chrome cap with chain, and a sweep elbow of at least 30 degrees downward.

Each above valve shall be manually controlled.

### **2 ½" DISCHARGE PIPING:**

One (1) 2 ½" discharge(s) shall be located on the right side of the apparatus. Each discharge valve shall be located behind the body panel and shall be controlled from the side control pump operator's panel. Each shall include a self-locking 2½" quarter-turn ball valve, a 2½" chrome cap with chain, and a sweep elbow of at least 30 degrees downward.

Each above valve shall be manually controlled.

### **3" DISCHARGE(S), APPARATUS RIGHT SIDE:**

One (1) 3" discharge(s) shall be located on the right side of the apparatus with each valve behind the body panel. Each discharge shall be controlled from the side control pump operator's panel. A 2½" gauge shall be adjacent to each control. Each valve shall measure 3" and include an Akron Slo-Cloz adapter.

### **DISCHARGE ADAPTER:**

The 3" discharge shall incorporate one (1) 3" NST LHF x 5" Storz 30 degree elbow with blind cap. Each above valve shall be manually controlled.

### **TANK TO PUMP LINE:**

One (1) 3" tank to pump line shall be installed into the tank to the suction side of the pump. It shall have 4" piping and valved with a 3" full flow valve. The valve shall be an air operated valve controlled from the pump operator's panel with a Williams Controls air shift. The tank line shall incorporate a check valve

in the line to meet NFPA 1901.

### **LINE DRAINS FOR DISCHARGES:**

The drain valves shall be Innovative Controls ¾" ball brass drain valves with chrome-plated lift lever handles and ergonomic grips. Each lift handle grip shall feature built-in color-coding labels and a verbiage tag identifying each valve, also supplied by Innovative Controls. The color labels shall also include valve open and close verbiage.

### **VENTED DISCHARGE CAPS:**

Each discharge shall incorporate a vented cap designed to relieve stored pressure in the line when disconnected.

### **GATED SUCTION, LEFT SIDE:**

One (1) 2½" gated suction shall be located on the left side of the apparatus. It shall be piped 2½" i.d. including a 2½" Akron full flow quarter turn valve and a 2½" NST female swivel with plug and chain. It shall be remote controlled from the suction location.

Each above valve shall be manually controlled.

### **FOAM PRO 1600 SINGLE TANK:**

The apparatus shall be equipped with a FoamPro 1600 Foam System. The system is 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

The system capacity shall be as follows:

% of foam	Maximum Water Flow (GPM)
.2%	850 GPM
.5%	340 GPM
1.0%	170 GPM

A 12-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. 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

### **LABELS FOR FOAM SYSTEM:**

An instruction plate shall be provided for the foam proportioning system that includes, at a minimum, a piping schematic of the system and basic operating instructions.

A nameplate that is marked clearly with the identification and function shall be provided for each control, gauge, and indicator related to the foam proportioning system.

A label shall be provided on the pump operator's panel that identifies the type(s) of foam concentrate(s) that the foam proportioning system is designed to use. It shall also state the minimum/maximum foam proportioning rate(s) at the minimum/maximum rated system flow and pressure.

Two (2) copies of an operations and maintenance manual shall be provided. They shall include a complete diagram of the system together with operating instructions and details outlining all recommended maintenance procedures.

## **FOAM PROPORTIONING SYSTEM ACCURACY:**

The accuracy of the foam proportioning system shall be tested by the apparatus manufacturer prior to delivery of the apparatus. If the manufacturer's rated proportioning ratio is below 3%, the foam system shall proportion foam concentrate within -0 percent / +40 percent of the manufacturer's rated proportioning ratio across the manufacturer's stated range of water flow and pressure. If the manufacturer's rated proportioning ratio is at or above 3%, the foam system shall proportion foam concentrate within -0 percent / +40 percent of the manufacturer's rated proportioning ratio or 1 percentage point, whichever is less, across the manufacturer's stated range of water flow and pressure.

## **FOAM CAPABLE DISCHARGES:**

The following discharges shall be foam capable:

### **FOAM TANK:**

A 30 gallon foam tank shall be incorporated within the booster tank of the apparatus. It shall be baffled and constructed of polypropylene. The fill shall be installed and vented to allow filling without a foaming reaction from the foam concentrate. Two valves shall be incorporated with the foam tank, one for the foam induction system and one for a drain hoses to the ground.

### **FIXED MONITOR PIPING:**

One (1) 3" discharge shall be located on the deck over the pump compartment. The discharge shall be flanged to adapt to a permanent mounted deck pipe. The piping shall be reinforced to allow rated deck pipe flow without piping distortion. The discharge valve shall be a quarter turn 3" full flow valve located in the pump compartment. It shall be controlled from the pump panel. The deluge and its control shall be positioned so the pump operator shall have complete control. The valve shall be a slow close valve per NFPA requirements.

Each above valve shall be manually controlled.

### **DECK GUN:**

One (1) Akron Model 3433 Apollo "Hi-Riser" dual inlet monitor shall be supplied. The monitor shall include a stream shaper, stacked tips, and fixed and ground mounts.

The deck gun finish shall remain as supplied by the manufacturer.

### **MATTYDALE PRECONNECT MODULE - (2) 1½":**

One (1) independent preconnect module shall be located directly behind the chassis cab, above the pump. The module shall be manufactured of stainless steel material, self supported, and shall incorporate two (2)

deep cut single lay preconnect hose beds. The Mattydale preconnect shall be designed to allow the extension of hose to the left or right side of the apparatus body.

Two (2) 1½" preconnects shall be provided in the module. Each preconnect shall incorporate a 1½", 180° swivel adapted to 1½" fire hose thread. The waterway shall be 2" i.d. and include a 2" full flow quarter turn ball valve that is controlled from the operator's panel. The 1½" preconnect shall have the capacity to contain a minimum of 200 ft. of 1¾" hose with nozzle

One (1) deadlay hose bed shall be provided within the module for the storage of either 200' of 1¾" OR 150' of 2½" double jacket hose in a single lay.

Each above valve shall be manually controlled.

### **MATTYDALE PRECONNECT COVER - HYPALON:**

The Mattydale preconnect area shall be covered with a fire and chemical resistant material. It is to be retained to the apparatus with a shock cord and nylon clip system.

The hypalon cover shall be red in color.

### **TANK FILL RECYCLE:**

One (1) 2" waterway shall be incorporated from the pressure side of the pump to the tank. The line shall be controlled from the pump panel and valved with a 2" ball valve to allow a pump cooling recycle or tank fill when pumping from draft. When fully opened, it shall have the capacity to refill the tank at 750 gpm when pumping at 100 psi.

### **VALVING:**

Each and every apparatus valve must be an Akron Stainless Steel Ball Valve, per the following specifications.

An Akron Brass Generation II Swing-Out™ Valve, shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve body shall be of universal design and accept multiple actuators. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The stainless steel ball shall have HydroMax™ technology. All stainless steel parts must be 316 grade for increased resistance to corrosion. The valve shall not require lubrication of seats or any other internal waterway parts, and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be compatible with a slow closing devise. This valve shall be actuated using a manual handle. The handle shall be quickly adjustable to one of eight handle positions and require only 90° travel. The valve shall be manufactured and assembled in the United States. Product must carry a 10 year manufacturer's warranty.

## **WARRANTY, AKRON BRASS BALL VALVE:**

We warrant Akron Brass Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass will repair or replace any Swing-Out Valve which fails to satisfy this warranty. Repair or replacement shall be at the discretion of Akron Brass. Electrical Components shall carry our standard five (5) year warranty. We will not be responsible for: Wear and tear; and by improper installation use, maintenance; negligence of the owner or user; repair or modification after delivery; failure to follow our instructions or recommendations; or anything else beyond our control. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED, OTHER THAN THOSE INCLUDED IN THIS WARRANTY STATEMENT, AND WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Further we will not be responsible for any consequential, incidental, or indirect damages (including, but not limited to, any loss of profits) from any cause whatsoever. No person has authority to change this warranty.

## **PIPING:**

All waterways described herein shall be of schedule 40 threaded stainless steel pipe, schedule 10 welded stainless steel, or "aeroquip" hose. Each shall be installed with the proper couplings to allow apparatus twisting, flexing, and complete removal for service or replacement.

## **PLUMBING WARRANTY:**

The stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of ten (10) years or 100,000 miles. This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of ten (10) years or 100,000 miles from the date of delivery.

## **PIPING CERTIFICATION:**

Upon final apparatus delivery, a certification sheet shall accompany the unit stating that all piping and the pump have been hydrostatically tested to 250 psi.

## **BODY:**

### **BODY WARRANTY:**

The manufacturer hereby extends its standard two-year fire and rescue apparatus warranty to include defects in materials and workmanship of the body as well as structural defects which, in the sole opinion of the company, substantially affect the total integrity of the body. This warranty is extended only to the original user-purchaser.

Manufacturer warrants the 12 gauge stainless steel bodies, fabricated by The Manufacturer, under normal use and with reasonable maintenance, shall remain structurally sound for the lifetime of the apparatus per NFPA recommendations or 100,000 miles as long as the design of the apparatus complies with Alexis engineering practices.

The Company reserves the right to require any such repairs to be made either by the manufacturer or another approved service facility, at the option of the manufacturer.

Transportation cost to and from the servicing location is the responsibility of the user-purchaser.

The warranty shall be null and void if, upon inspection by the Company, the alleged defect is determined to have been caused by abuse, modification, accident, neglect, or lack of proper maintenance.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, door assemblies, moldings, and other accessories attached to the body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to the body.

The manufacturer will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve (12) months from the date the cause of the action occurred.

## **BODY SUB FRAME – STAINLESS STEEL:**

The body sub frame system shall be designed for the emergency service application. The sub frame shall be independent of the chassis frame and is to be constructed of heavy structural material to provide the maximum strength and body support necessary for units utilized in emergency service. The system not only is used for total support designed to carry the total load of the apparatus; the system also allows the unit to be a complete lift off transferable apparatus once completed.

The system is designed to carry the emergency apparatus on the chassis main frame in a European style method. This method allows the apparatus body to float independently from the chassis frame ahead of the rear wheels and shall be rigidly attached behind the rear axle area.

The sub frame system shall be isolated from the chassis frame with a custom full length rubber extrusion that totally locks onto each chassis frame rail. This system isolates the body from the frame while also acting as a cushion between the two units.

The sub frame system shall be manufactured completely of 304 stainless steel material. The stainless steel sub frame shall incorporate 1 x 3 flat 304 stainless steel which shall run the full length of each chassis frame rail from the back of the cab to the end of the frame.

K-Bracing shall be incorporated into the system for strength and compartment support. Each K-Brace shall consist of a 3 x 3 x 7 gauge 304 stainless steel tubing to continue the total sub frame support.

The tank cradle shall be incorporated within the sub frame system to allow for a lower vertical center of gravity and to allow the water load weight to be supported by the sub frame system. The tank cradle shall incorporate the heavy sub frame and 7 gauge 304 stainless steel channel placed in accordance with the poly tank manufacturer's recommendations. Each channel is covered with a custom extruded rubber channel to prevent the water tank from chaffing with the stainless steel sub frame.

It is important to note all welds on the sub frame system shall be welded in methods that are sanctioned by ASME and SAE standards as to allow complete structural integrity as stipulated and shall also follow the guidelines set forth by the Manufacturers Standards.

## **TANDEM AXLE BODY:**

The sub-frame, body panels, and wheel well housing shall be modified for a tandem axle chassis. The same manufacturing process will be utilized for the single axle bodies to prevent sacrificing the structural integrity.

## **APPARATUS REAR PANEL:**

The vertical surfaces at the rear, from the tailstep walkway to the top of the body, shall be manufactured of 14 gauge smooth stainless steel, in preparation for Chevron striping.

The rear of the tank shall remain poly material painted to match the body.

## **WHEEL HOUSING, PAINTED SMOOTH STAINLESS STEEL:**

The rear wheel housing shall be constructed of painted 14 gauge stainless steel material. For ease of maintenance and repair, the wheel well area shall be of the bolted design.

### **WHEEL HOUSE STORAGE**

- Two (2) Dual Air Bottle Wheel Well Compartments Left Side
- Two (2) SCBA Air Pack Wheel Well Compartments, One (1) Each Side Above Axle
- Two (2) Fire Extinguisher Wheel Well Compartments, Right Side

#### WHEEL HOUSING TRIM:

The rear wheel housing shall incorporate a polished stainless steel fenderette.

### **WHEEL HOUSING INNER LINER:**

The circular interliner shall be manufactured of 3/16" Tivar 1000 polymer material. The polymer material is a chemical and corrosion resistant material, thereby preventing excess wear and corrosion from occurring due to wintertime road chemicals. The polymer material shall be held in place by the use of polymer retainers or bolts for ease of repair and access to the wheel well area.

### **TAILSTEP:**

The tailstep shall be constructed of 12 gauge star punched stainless steel material. The material meets NFPA standard 13-7.3: all exterior surfaces have a minimum slip resistance of .68.

The tailstep shall extend to 1" past the dump to protect the dump.

### **REAR TOW EYES:**

Two (2) ¾" thick steel tow eyes shall be securely fastened to the rear frame rails, one (1) each side. Each tow eye shall extend through the rear body panel

### **COMPARTMENTATION:**

#### **COMPARTMENT DESIGN:**

The compartmentation shall be fabricated of bolted 14 gauge 304 stainless steel walls and 12 gauge 304 stainless steel floors. The compartmentation is designed to be an intricate part of the body and subframe for maximum compartment support. The compartment tops shall be fabricated of smooth stainless steel material and shall meet the intent of the latest edition of NFPA 15.7 regarding stepping, standing, and walking surfaces. The material shall be formed over each compartment top to act as drip protection over each compartment opening. The compartment flooring will be sweep out design. The front and rear corners of the body shall remain natural finish #4 stainless steel. The material be full height and shall wrap around each corner to the compartment door frame.

The specified lighting in each compartment shall be switched automatically with the doors. The lighting shall meet the requirements of NFPA 13.10.5

### **NON-PAINTED ROLL-UP DOORS:**

The compartments shall have ROM Series IV Roll-up Shutter Doors with a satin finish. The doors shall be made of an anodized aluminum slat incorporating an exclusive seal that prohibits water intrusion, absorbs shock, eliminates clatter, and provides quiet, vibration-free performance. The lift bar shall be a D-shaped bar for strength and ease of use.

## **TALL BOTTOM RAIL:**

Each ROM door shall incorporate a tall bottom rail for improved accessibility.

## **LEFT SIDE BODY SHALL BE AS FOLLOWS:**

### **L1**

A roll-up door compartment assembly with a door opening of 58" wide x 27" high x 25" deep shall be incorporated on the apparatus left side ahead of the rear wheels.

The compartment shall include the following: Unistrut

Tracking

One (1) 5" 12-volt T44 Series LED light(s)

A roll-up door compartment assembly with a door opening of 19" wide x 27" high x 25" deep shall be incorporated on the apparatus left side behind the rear wheels.

The compartment shall include the following: Unistrut

Tracking

One (1) 5" 12-volt T44 Series LED light(s)

## **RIGHT SIDE BODY SHALL BE AS FOLLOWS:**

### **R1**

A roll-up door compartment assembly with a door opening of 58" wide x 27" high x 25" deep shall be incorporated on the apparatus right side ahead of the rear wheels.

The compartment shall include the following: Unistrut

Tracking

One (1) 5" 12-volt T44 Series LED light(s)

### **R2**

A roll-up door compartment assembly with a door opening of 19" wide x 27" high x 25" deep shall be incorporated on the apparatus right side behind the rear wheels.

The compartment shall include the following: Unistrut

Tracking

One (1) 5" 12-volt T44 Series LED light(s)

### **FOL-DA-TANK STORAGE:**

One (1) fol-da-tank storage area shall be provided on the top of the compartment on the specified side. The fol-da-tank shall lie between the top of the compartments and the bottom of the "T" cutout of the tank. The storage area will have an open top. Velcro straps shall be provided to retain the Fol-Da-Tank.

The tank storage area shall have a stop at the front and rear and shall be open on the sides. Each bracket shall have the capacity for a 3000 gallon fol-da-tank.

LOCATION: Right Side

Pack Board Tool Storage

A pack Board Tool storage board will be mounted in the available space on top of the forward compartment forward of the fol-da-tank storage

### **SUCTION HOSE STORAGE:**

One (1) suction hose storage area shall be located on the specified side of the apparatus between the top of the compartment and the bottom of the "T" cutout of the tank. The suction hose storage will have an open top. The suction hose storage area shall have the capacity to carry two (2) 10' lengths of hard suction hose. Velcro straps shall be provided to retain the suction hose.

The suction hose storage area shall have a stop at the front and rear and shall be open on the sides. LOCATION:

Left Side

Pack Board Tool Storage

A pack Board Tool storage board will be mounted in the available space on top of the forward compartment forward of the Suction Hose storage

## **LADDER BRACKETS:**

One (1) set of Cast Products FA0030-5 ladder brackets with chrome-plated retainers shall be installed on the apparatus. A retainer shall be included to hold the extension ladder in place with the roof ladder removed.

## **ATTIC LADDER BRACKET:**

One (1) attic ladder bracket shall be provided. It shall have the capacity to carry an attic ladder. Abrasion

pads shall be installed to prevent body finish damage.

The ladder storage shall have the capacity to contain the following: One (1) 24' 2-section ladder, one (1) 14' roof ladder with hooks, and one (1) 10' attic ladder

LOCATION: Left Side

## **RUB RAILS:**

Bolt on aluminum rub rails shall be installed, below the compartment doors. Said rub rails will be fabricated of a polished "C" channel aluminum, mounted to the body surface utilizing ¼" plastic spacers.

The rub rails shall incorporate the LED ground lights and LED lower warning lights. Each light strip shall run the full length of each rub rail.

The channel designed rub rail shall incorporate a highly reflective red and fluorescent yellow green reflective stripe to aid in apparatus protection.

## **DURATILE TILE ON FLOOR:**

The floor of each main body compartment shall be covered with black Duratile Tile.

## **VERTICAL UNISTRUT IN COMPARTMENT:**

The unistrut tracking as previously specified shall be vertically installed on the compartment walls for use with adjustable shelving. The tracking will allow the shelving to be adjustable to height with an eight (8) bolt lock. The tracking shall be installed from the floor of the compartment to approximately 4" below the ceiling of the compartment, allowing full height adjustability.

## **TANK:**

### **WET SIDE WATER TANK:**

The tank shall have a minimum capacity of 3000 US gallons complete with a lifetime warranty. The tank shall be of Coyote Creek-0003

04/18/23

a specified configuration, and so designed to be completely independent of the compartment and/or fender modules. When placed on the chassis, the tank shall meet or exceed all federal DOT regulations regarding weight distribution, axle loading, and horizontal and vertical center of gravity locations.

## **TANK CONSTRUCTION:**

The tank shall be constructed using a virgin polypropylene sheet with a minimum thickness of  $\frac{3}{4}$ ". This material shall be a high impact co-polymer (HIC), non-corrosive stress relieved thermo-plastic and U.V.

stabilized for maximum protection.

This material shall be referred to in the rest of this specification as "HIC polypropylene".

All joints and seams shall be nitrogen welded and tested for maximum strength and integrity. All swash partitions shall interlock and be welded to each other as well as to the walls of the tank.

Care will be taken not to scratch the outer shell of the tank as the tank sides will be partially exposed in the finished product. All exposed corners shall be finish routed to eliminate sharp corners and to give the tank a neat appearance.

The tank shall incorporate two mounting blocks welded into the floor. These blocks will be designed to restrain the tank in the sub-frame. See the "Tank Sub-frame" section of this specification.

## **OUTLETS:**

There will be a minimum of three (3) tank connections: one for the tank to pump suction line which will be a minimum 3" NPT coupling piped to the sump; one for a tank clean-out/drain which shall be a minimum 3" NPT coupling in the sump floor; and, one for a tank fill line which will be a minimum 2" NPT coupling. All tank fill couplings will be backed with flow deflectors to break up the stream of water entering the tank. All auxiliary outlets and inlets must meet the current NFPA recommended guidelines in effect at the time of manufacture.

## **SUMP:**

There will be one (1) sump included with the tank which shall incorporate an anti-swirl device. The sump shall be constructed of HIC polypropylene and be located in the left front quarter of the tank.

## **OVERHANG:**

The tank shall incorporate an overhang over the pump. The overhang area shall be adequately supported per the tank manufacturer's recommendations.

## **MOUNTING:**

A sub-frame weldment shall be provided to adequately support the tank, compartments and fender modules in their fully loaded and equipped condition. This sub-frame shall be constructed of the same material as the main body subframe. The design shall allow for proper interface between all body and fender modules as well as ample clearances for the tank. The design shall also consider cross member spacing as it relates to unsupported area

under the tank, which shall not exceed 530 square inches. On tanks over 40" in height, an unsupported area of not more than 400 square inches must be maintained. All tanks shall be isolated from the cross member with a minimum of ¼" thick 60 durometer rubber strips. Although the tank is designed on the free-floating principle, the sub-frame must incorporate provisions for capturing the tank both front and rear as well as side-to-side to prevent shifting during vehicle operation. This shall be accomplished through the use of preformed stainless steel retainer brackets, one on each end of the tank bottom. These brackets shall encapsulate a cross member support as part of the sub-frame. The completed sub-frame shall be attached to the truck frame rails using a hard non-metallic isolator between the frame rail and the sub-frame. Final clamping shall be accomplished through the use of heat treated U-bolts.

### **PLUMBING PROVISIONS:**

The tank shall include two (2) 4" plates at the rear to accommodate tank fills. The tank shall also include one (1) 6" vertical sleeve at the front to accommodate deck gun piping.

### **FILL TOWER AND COVER:**

The tank will have a manual fill tower with a 6" combination vent/overflow pipe. The fill tower will be constructed of HIC polypropylene and shall be large enough to provide filling by means of a conventional 2½" hose nozzle. The tower will be located at the front of the tank and will incorporate an anti-surge provision to minimize water surge during vehicle operation. A full width bulkhead will be provided to separate the fill tower from the balance of the hose bed. The tower will have a removable polypropylene screen and a polypropylene hinged type cover. The vent/overflow pipe shall run through the tank, and exit through the floor of the tank behind the rear axle to maximize traction.

The tank cover shall be constructed of HIC polypropylene with a minimum thickness of ½". It shall be of a flush bi-directional locking, design which allows for individual removal and inspection if necessary. Each one of the covers will have hold-downs which extend through the covers and will assist in keeping the covers rigid under fast filling conditions. An adequate lifting provision shall be provided which is capable of suspending the empty water tank with a safety factor of at least 2:1. The lifting dowel thread configuration must withstand a torque input of 80 ft/lbs.

### **HOSEBED:**

There shall be a hosebed area constructed of HIC polypropylene on top of the tank consisting of two side walls and one front panel. This hosebed shall be welded to the outside perimeter of the tank cover. Drain holes shall be provided at the forward end of the hosebed in each corner.

The hose bed side walls shall be tapered at the rear to provide a pleasing appearance and provide better clearance for the fire station doors.

### **HOSEBED FLOOR:**

The floor of the hosebed shall incorporate a channel system for improved air flow and to aid in the drainage of accumulated moisture on the floor, NO EXCEPTIONS.

## **LIGHT BOXES:**

The side wall of the hosebed on each side shall incorporate light boxes for mounting of rear upper warning lights and rear/side scene lights. The light boxes shall be built-in, manufactured of the same material as the hosebed and tank, and paint to match the apparatus body, NO EXCEPTIONS.

The light box on each side shall be lowered from the top of the hosebed to provide a lower profile. The hose bed shall have the capacity to carry the following hose: TBA at pre-build meeting

## **HOSE BED COVER:**

One (1) custom tailored hypalon hose bed cover shall be included with the apparatus body. It shall be manufactured of a flame retardant material with a grab tensile of 480 x 500 lbs. and a tongue tear of 160 x 150 lbs. It shall be crack resistant to -40° Fahrenheit and have an adhesion lbs./in of 10.0 lbs. The hose bed cover shall be fitted to the hose bed and retained with a double woven shock cord on the front and both sides. The shock cord shall system shall utilize nylon hooks spaced every 10"-12". The cover shall be sand weighted across the rear flap and shall also include two (2) 2" wide nylon straps with teflon buckle to meet NFPA requirements.

The hose bed cover shall include a 3 year warranty. The

hypalon cover shall be black in color.

The wetside tank shall be painted to match the apparatus body.

## **TANK FILL - 2½":**

One (1) 2½" NH tank fill connection shall be located at the rear of the apparatus. The assembly shall include a FirePrograms 4" Stainless Steel Fill Valve, Model 5001751, four-inch inside diameter internal check valve with appropriately sized hose connection. The assembly shall also include a ¾" quarter turn line drain. The tank fill shall incorporate a 4" x 2½" chrome adapter

The FirePrograms 4" Fill Valve is an internally mounted check-type fill valve, capable of flowing at a rate up to 1,000 GPM. The Fill Valve is available in a 4" Victaulic connection or 4" male NPT pipe thread connection for ease of installation. The Fill Valve is self-deflecting, requiring no additional diffusion device. The Fill Valve is constructed of 100% stainless steel avoiding the use of dissimilar metals. The spring actuated piston-type sealing mechanism minimizes seal wear and provides positive sealing of the valve after shutting off the valve at the feed source. The device is designed to be self-cleaning utilizing a replaceable EPDM rubber gasket. Less than 6psi is required to open the valve.

Utilizing two stainless steel internal tank mounting plates, the 4-bolt Fill Valve mechanism is attached directly through the tank wall. The valve design is suitable for simple retrofit installation into existing water tanks.

## **TANK DUMP:**

One (1) 10" x 10" square Newton stainless steel swivel dump Model 6012SW-34 with a flip up gate valve shall be installed. It shall include an over center safety lock. The valve shall be bolted to the tank with stainless steel bolts.

The dump shall incorporate a swivel allowing 180° rotation from left to right. The dump

shall be manually controlled from the dump location.

Coyote Creek-0003

04/18/23

## **DUMP EXTENSION:**

One (1) Newton 36" manually controlled stainless steel extension, model 4036-34, shall be installed on each dump.

The locations of the dump(s) shall be as follows: One (1)

at the rear

## **12 VOLT ELECTRICAL:**

### **ELECTRICAL WARRANTY:**

The manufacture shall warranty any defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned us within seven (7) years or 50,000 miles after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser.

Items specifically covered are:

- Electrical harnesses and harness installation
- Printed circuit board
- Switches, circuit breakers and relays

Items excluded are:

- Chassis electrical systems and components installed by chassis manufacturer
- Separately manufactured items installed by Alexis Fire Equipment including, but not limited to; batteries, sirens, battery chargers, inverters, lightbars and similar equipment. (These are covered by warranties supplied by the manufacturer of the components).
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Normal wear, abuse, accident, negligence or un-approved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by manufacturer and shall be performed solely by the manufacture or a repair facility designated by the manufacturer. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Alexis Fire Equipment reserves the un-restricted right at any time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

## **12 VOLT ELECTRICAL SYSTEM:**

Our electrical system is engineered to provide many years of dependable, trouble free service.

The 12 volt apparatus wiring shall be completely independent of the chassis electrical system. The system shall  
Coyote Creek-0003

04/18/23

incorporate a state-of-the-art electrical distribution center. The center shall include a microprocessor, automatic reset circuit breakers, and switching relays.

The microprocessors are housed in a weather resistant enclosure. All processors are fully tested, and modern production processes guarantee long-term reliability in the most rigorous environments. The microprocessors handle the numerous switching functions without the excessive use of relays and the need for excess wiring.

The system can be expanded by adding additional processors and required components to meet desired specifications.

The weather tight modular service center shall be placed in a water-tight compartment in the apparatus body. The service center housing shall be manufactured of aluminum and shall incorporate an access door. Since the microprocessor is of weather resistant design and enclosed in the service center, the electrical system has redundant protection against moisture and corrosion. Redundant protection from the elements dramatically improves reliability and durability.

Wiring harnesses shall be custom made for each truck. Each harness shall be encased in a split barrel, nylon type loom which will be moisture resistant and flame resistant to a minimum of 280° F. Loop outs shall be made at the harness factory utilizing sealed sonic weld technology instead of open-ended butt splicing. The harnesses shall feature Deutsch heavy duty all metal connectors.

Unlike terminal strips, binding post and other open-wiring systems, the Deutsch HD series is a completely sealed unit. The elimination of open wiring systems does away with contamination from moisture, dust, lubricating oils, road salt, and other environmental hazards encountered in heavy duty use. The connector shall provide a multiple keying system that positively prevents mis-mating and makes plug/receptacle coupling quick and easy. The modular harness system will allow for quick and efficient complete body transfer if needed.

An independent switching station shall be centrally located in the apparatus cab. The switches shall be of a rocker type illuminating design. Each switch shall be color coded, and include a description indicating its intended use. Each switch shall be removable for service and replacement. Each switch shall be rated at 10 amp at 250 volts AC and shall act as inputs for the microprocessor.

All electrical circuit feeder wiring supplied and installed by the apparatus manufacturer shall be stranded copper alloy conductors of a gauge rated to carry 125% of the maximum current for which the circuit is protected. Insulation shall be in accordance with SAE J1128, low tension primary cable, type SXL or GXL, and wired to SAE J1292, automobile, truck, truck-tractor, trailer and motor coach wiring, for such loading at the potential employed. Voltage drops in all wiring from the power source to the using device shall not exceed 10%. Overall covering of conductors shall be 280° F (143° C) minimum flame retardant, moisture resistant loom or braid. All connections shall be made with lugs or terminals mechanically secured to the conductors. Wiring shall be thoroughly secured in place and suitably protected against heat, oil, and physical damage. Wiring shall be color coded and printed with a circuit function code over each conductor's entire length.

Circuits shall be provided with properly rated low voltage over-current protective devices. Such devices shall be readily accessible and protected against excessive heat, physical damage and water spray, switches relays, terminals, and connectors shall have a direct current rating of 125% of maximum current for which the circuit is protected.

Wiring Diagrams: Two (2) destination effective wiring diagrams shall be furnished with the apparatus. The wiring diagrams shall incorporate notations to assist an individual with limited electrical experience in the service of the apparatus electrical system.

NOTE: All wiring and components shall meet or exceed current N.F.P.A. codes.

## **LOAD MANAGEMENT:**

The 12 volt load management functions shall be incorporated within the microprocessor based 12 Volt electrical system without the need for a separate load manager.

## **12 VOLT DISTRIBUTION CENTER:**

The 12 Volt distribution center shall be located in the L1 compartment on the front wall, behind an access panel. The access panel shall incorporate a laminated wiring diagram for ease of maintenance of the electrical system.

## **ELECTRICAL SYSTEM PERFORMANCE TESTS:**

The apparatus low voltage electrical system shall be tested and certified per the current NFPA standard. The certification shall be delivered to the purchaser with the apparatus.

## **DOCUMENTATION:**

At the time of delivery, the manufacturer shall provide the following:

- (a) Documentation of the electrical system performance tests;
- (b) A written load analysis, including:
  - 1. The nameplate rating of the alternator;
  - 2. The alternator rating;
  - 3. Each component load comprising the minimum continuous load;
  - 4. Additional loads that, when added to the minimum continuous load, determine the total connected load;
  - 5. Each individual intermittent load.

## **BATTERY CHARGER/AIR COMPRESSOR:**

One (1) Progressive Dynamics PD2140 battery charger shall be installed on the vehicle. The unit shall be located in the L1 compartment.

The PD2140 is a 40-amp Electronic Marine Converter/Charger capable of charging up to three separate banks of batteries at the same time. It incorporates a microprocessor that constantly monitors battery voltage, then automatically selects one of four operating modes to ensure safe, rapid recharging cycles. The Storage Mode and the Equalize Mode of operation ensures minimum battery gassing and water loss while preventing battery stratification and sulfation. All Intelli-Power chargers are designed to meet the stringent requirements of the Marine environment and are UL listed for safety. A digital meter displays current, voltage, operation mode, blown fuse indication, and battery type.

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

One (1) Viair Model 460C air compressor shall be installed on the vehicle. The air compressor is a fully automatic system which is powered from the chassis battery bank through the PD2140 charger system.

**KUSSMAUL SUPER AUTO EJECT SHORELINE CONNECTION - 120V:**

One (1) Kussmaul super auto eject Model 091-55-20-120 with a standard yellow weather cover shall be installed on the apparatus. The super auto eject is a completely sealed automatic power line disconnect. One (1) 120-Volt shoreline shall be supplied between the fire station power and the apparatus.

The shoreline connection shall be located in the left front body post ahead of the L1 compartment.

**MASTER SWITCH:**

A 12 Volt Cole-Hersee Rotary switch shall be installed on the side of the floor mounted console. When in the OFF position, the master switch system shall isolate all electrical power from the apparatus. It shall not interrupt any primary battery/starter wiring originally furnished by the chassis manufacturer.

**FLOOR MOUNTED CONSOLE FOR EMERGENCY SWITCHES:**

One (1) 12 volt floor mounted console shall be installed in the apparatus. The console shall be manufactured of black textured composite material. The console shall incorporate the switch row and two (2) slots, one (1) for the electronic siren and one (1) slot for the radio.

**MAP/BINDER STORAGE:**

There shall be a stainless steel map/binder storage area incorporated into the console at the rear. The storage area shall incorporate one (1) divider, providing two (2) slots for map/binder storage.

**RADIO PROVISIONS:**

One (1) customer supplied single head radio provision shall be provided in the chassis cab. The cutout shall accommodate the radio make and model specified and shall include a bezel specific to the radio specified.

**RADIO WIRING:**

Radio wiring shall be provided for the customer supplied and installed radio. The wiring shall include power and ground leads, battery direct and master switched.

**ANTENNA:**

One (1) Alexis Fire Equipment supplied antenna base, for use with an NMO type antenna, shall be mounted on the cab roof. The antenna base shall be a Motorola base designed for either thick or thin roof material as appropriate for the application and shall include a custom length of RG58 A/U cable with no connector at the radio end of the cable. The cable shall terminate at the center console area.

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

The radio make and model shall be: TBA at pre-build meeting.

### **TIRE PRESSURE MONITORING DEVICE:**

One (1) set of Real Wheels LED Air Guard tire pressure indicators shall be shipped loose with the completed apparatus. Features and benefits of the LED Air Guards include

- Safety – Improper tire pressure has a detrimental effect on handling, braking and control.
- Longer Tire Life – According to the D.O.T., 95% of all premature tire wear is caused by underinflation.
- Self-calibrating – LED AirGuard Set & Go memorizes pressure when initially installed and can be easily recalibrated by simply removing and reinstalling.
- Improved Fuel Economy – Proper tire inflation can save an estimated 3% to 5% in fuel costs.
- Battery Standby Time is 2 Years from the date stamped on the LED Air Guard

### **OPTICAL WARNING SYSTEM:**

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.

### **EMERGENCY WARNING LIGHTS:**

For the purpose of defining and measuring the required optical performance, the apparatus shall be divided into four warning zones. The four zones shall be determined by drawing lines through the geometric center of the apparatus at 45° to a line lengthwise of the apparatus through the geometric center. The four zones shall be designated A, B, C, and D in a clockwise direction with zone A to the front of the apparatus. Each zone shall have an upper and lower warning level.

Effective coverage of all four zones, both upper and lower, as required by the latest NFPA Edition shall be provided.

### **LED LIGHTBAR:**

One (1) Whelen Model Justice LED JE2NFPA 56" LED lightbar shall be mounted on the cab roof. The lightbar shall be switched from the in cab switch panel. This lightbar fills the requirements of Zone A Upper, Zone B Upper, and Zone D Upper.

The light bar shall feature four (4) red corner LED modules, four (4) forward facing Con3 red LED modules, and two (2) forward facing Con3 clear LED modules.

The clear modules shall extinguish when blocking the right of way per NFPA. A stinger switch shall also be provided for control of the white lights in inclement weather.

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**WARNING LIGHTS (FRONT):**

Two (2) Whelen Model LINZ6R red LED lights shall be mounted on the front cab face, one (1) on each side. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone A Lower.

Each light shall be mounted utilizing a chrome plated flange.

**WARNING LIGHTS (SIDE):**

One (1) Whelen Model LINZ6R Red LED lights shall be mounted on the right (officer's) side of the chassis cab. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone B Lower.

One (1) Whelen Model LINZ6R Red LED lights shall be mounted on the left (driver's) side of the chassis cab. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone D Lower.

The rub rails on each side of the body shall incorporate integral outward facing Red LED strip lights. In addition to the Red LED strip light, the rub rail on each side ahead of the rear wheels shall incorporate one (1) Whelen Model MCRNTR Red Micron LED light. These lights shall be switched from the in cab switch panel.

Each cab side light shall be mounted utilizing a chrome plated flange.

**WARNING LIGHTS (REAR UPPER):**

Two (2) Whelen Model L31HRFN Red LED beacon warning lights shall be mounted on the upper rear area of the vehicle, one (1) each side. These beacons shall be switched from the in cab switch panel. These beacons fill the requirements of Zone C Upper, Zone B Upper, and Zone D Upper.

**WARNING LIGHTS (REAR):**

Two (2) Whelen Model LINZ6R Red LED lights shall be mounted on the lower rear area of the vehicle.

These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone C Lower.

Each light shall be mounted utilizing a chrome plated flange.

**REAR DRIVING SIGNALS:**

The rear driving signals shall consist of two (2) Code 3 7X9STTRBZ LED lights, one (1) each side of the apparatus at the rear. The 7X9 LED lights shall incorporate red brake/tail, amber turn, and white backup in a single light head. The mounting shall include a chrome bezel.

**ELECTRONIC SIREN:**

One (1) Whelen Model 295SLSA1 siren shall be installed in the apparatus. The siren shall be mounted in the cab and shall include a noise-canceling microphone.

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**SIREN SPEAKER:**

One (1) Whelen Model SA315 100 watt siren speaker shall be installed in the apparatus bumper.

**BACKUP ALARM:**

One (1) 12 volt electronic backup alarm shall be incorporated on the apparatus. The backup alarm shall be a minimum of 97db and switched with the backup light circuitry.

**TURN SIGNALS-MIDSHIP:**

One (1) S34 Series amber LED midship turn light shall be mounted on each side of the apparatus ahead of the rear wheels.

**ICC LIGHTING:**

Tecniq S34 Series LED Clearance lights shall be installed on the apparatus. They shall be hermetically sealed cartridge lights for ease of service and durability.

**LED REAR LICENSE PLATE BRACKET:**

There shall be a Cast Products LED license plate bracket provided at the rear of the apparatus.

**ENGINE COMPARTMENT LIGHT:**

The engine compartment shall incorporate one (1) E10 Series LED light. The light shall be switched with the pump panel lights.

**PUMP COMPARTMENT LIGHT:**

One (1) 5" T44 Series LED light shall be installed in the pump compartment. The light shall be switched with pump panel lights.

**HAZARD LIGHT:**

A red, LED flashing light located in the driving compartment shall be illuminated automatically whenever the apparatus parking brake is not fully engaged and any passenger or equipment compartment door is open, any ladder or equipment rack is not in the stowed position, a stabilizer system is deployed, a powered light tower is extended, or any other device is opened, extended, or deployed that creates a hazard or is likely to cause damage to the apparatus if the apparatus is moved. The light shall be marked "Do Not Move Apparatus When Light Is On".

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**LED COURTESY LIGHTS (UNDER CARRIAGE LIGHTING):**

One (1) 5" 12-volt T44 Series LED light shall be located under each cab door and one (1) shall be located below the rear tail step in the center. All ground area lighting shall be controlled by the master switch and shall be switched with the parking brake.

In addition to the 5" lights, clear LED strip lights shall be provided integral to the rub rails on each side. The strip lights shall face downward and be activated with the balance of the undercarriage lighting.

**LED TAILBOARD COURTESY LIGHTS:**

Two (2) S34 Series LED courtesy lights shall be mounted one (1) each side low on the rear panel. The lights shall illuminate the rear tailboard. They shall be switched with the parking brake.

**LED RUNNING BOARD COURTESY LIGHTS:**

One (1) S34 Series LED courtesy light shall be mounted on each side low on the front of the body. Each light shall illuminate the running board area. The lights shall be switched with the parking brake.

**SCENE LIGHTS:**

Two (2) LED scene light(s), Whelen Model 6SC0ENZR with 650 lumen output, shall be mounted in the specified location(s). Each scene light shall be switched from the cab console.

Each light shall be mounted utilizing a chrome plated flange.

SIDE SCENE LIGHT LOCATION(S): One (1) Each Side

**SCENE LIGHTS:**

Two (2) LED scene light(s), Whelen Model 6SC0ENZR with 650 lumen output, shall be mounted in the specified location(s). Each scene light shall be switched from the cab console.

Each light shall be mounted utilizing a chrome plated flange.

REAR SCENE LIGHT LOCATION(S): One (1) Each Side

**HOSEBED STRIP LIGHTING - LED:**

Two (2) E45 Series LED Strip lights shall be provided at the front of the apparatus hose bed. The lights shall be switched with the parking brake.

**BACK-UP CAMERA:**

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

There shall be one (1) Audiovox Color Observation back-up camera system installed on the apparatus. The system includes one (1) 7" color video monitor, monitor mount, through the bumper mounted color camera, three (3) camera input receiver, and camera cable.

**BRACKETING:**

**FOLDING STEP(S):**

Four (4) large folding step(s) shall be furnished on the apparatus. Each step shall be mounted in the specified location.

Each folding step shall have a chrome finish

LOCATION: Rear

**GRAB HANDLES:**

Two (2) 18" knurled bright stainless steel 1¼" O.D. grab rails shall be installed vertically at the rear of the apparatus.

Each grab handle shall have a natural stainless steel finish

**GRAB HANDLE:**

One (1) 48" knurled bright stainless steel 1¼" O.D. grab rail shall be installed horizontally below the apparatus hose bed.

Each grab handle shall have a natural stainless steel finish

**WHEEL CHOCKS:**

One (1) pair of Worden Safety Model WC2556A one-piece rubber wheel chocks shall be provided with the apparatus. Each chock features a molded in grab handle, an elbow fixture for rope or chain attachment, and utilizes a very sticky live rubber to ensure high coefficient of friction.

**FINISH:**

**APPARATUS BODY FINISH:**

The final finish of the apparatus shall conform to fire apparatus standards, exhibiting excellent gloss durability and color retention properties.

**PREPARATION:**

Since the removal of all contaminates and oxidation is essential to the final effect of a finish system, the apparatus

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

shall be pre-cleaned with wax and grease remover and towel dried prior to evaporation.

A 10-step standard body preparation shall be completed.

When the substrate is prepared, the entire body shall be cleaned by washing again with wax and grease remover and towel dried.

**PRETREAT AND PRIMERS:**

The pretreat and primer applications shall be made in two (2) independent steps. A application of a combined pretreat/primer product will not be allowed as a substitute.

The prepared substrate shall be pretreated with Acid Curing 2 Component Transparent Primer. This pretreat shall be designed to provide corrosion protection and to create an adhesive bond between the substrate and the surface applications.

To enhance adhesion and top coat gloss, a 2 component epoxy primer shall be applied.

All the primed surfaces shall be sanded smooth, thus removing all texture and surface imperfections and creating a finish base that will meet the rigid requirements of the fire and emergency services.

**TOP COATS:**

Two (2) coats (0.5 - 2.0 mils) urethane base coat shall be applied in a professional manner. After the base coats have cured properly, two (2) coats of a high solids urethane clear coat shall be applied.

All surface imperfections shall be removed by buffing and polishing.

**PAINT WARRANTY:**

The apparatus shall be covered by a ten -(10) year paint warranty. Following are the covered defects and exclusions.

Covered Defects shall include only the following list of defects:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking or hazing.

Defects resulting from the following conditions are excluded from the Warranty:

- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems
- Rock chips are not covered under this warranty.
- Paint deteriorating caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fallout or acts of nature

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

- Claims presented without proper Warranty documentation
- Failure on finishes performed by Non-PPG Commercial Certified Technicians
- Failures on finishes due to inadequate film builds
- Failures due to improper cleaning or surface preparation or failure to follow the product use instructions

**COMPARTMENT INTERIOR FINISH:**

The interior of the compartments shall be natural finish stainless steel

**APPARATUS COLOR:**

The color of the apparatus shall be as follows: COLOR:

RED

**CAB LETTERING:**

Vinyl lettering as described below shall be applied to the chassis cab door, one (1) each side. Each letter shall be 2½" to 3½" high and hand applied.

Vinyl letters/numbers shall be applied to the chassis cab fender area, one (1) each side. Each letter/number shall be 2½" to 3½" high and hand applied.

The lettering vinyl style shall be TBA The

lettering font style shall be TBA

The lettering font highlight type shall be TBA

**LAMINATION WARRANTY:**

The apparatus shall be covered by a three (3) year warranty against defects in material and workmanship with the graphics process

**REFLECTIVE STRIPING:**

The finished apparatus shall be striped with 6" reflective Scotchlite striping. The reflective striping shall be white in color.

**TWO TONE STRIPE:**

There shall be a black pinstripe installed on each side of the Scotchlite stripe.

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**REFLECTIVE STRIPING IN THE CAB:**

Two-inch red and white striped retro-reflective material shall be placed on the inside of each opening cab door. The material will be at least 96 square inches, meeting current NFPA standards.

**DIAMOND GRADE CHEVRON STRIPING:**

The rear of the apparatus shall be striped with Diamond Grade retro-reflective striping. The striping shall be applied in a chevron pattern sloping downward and away from the centerline of the apparatus at a 45° angle. The Chevron striping shall be applied in the following locations: all vertical surfaces at the rear, from the tail step to the top of the body

The striping shall be single color alternating between red #3992 and fluorescent yellow-green #3983.

**EQUIPMENT:**

One (1) Duo-Safety #10-585A aluminum folding 10' attic ladder(s).

One (1) Duo-Safety 14-775A, 14' Roof Ladder(s) with hooks. One

(1) Duo-Safety #24-900A, 24' 2 Section ground ladder(s).

Two (2) 10' Length(s) of 6" diameter hard suction hose, coupled 6" LHF x 6" RLM. (Not rated for hydrants)

One (1) South Park # BS4522AC, 6" NST Female chrome barrel strainer(s).

One (1) Fol-Da-Tank(s) #FDT-3000 steel frame, 22 ounce red HPR material. The tank shall include liner pick-up handles.

**NFPA EQUIPMENT CLARIFICATION:**

Any equipment specified in the "Minor Equipment" section (e.g. hose, nozzles, adapters, AED, traffic cones, traffic safety vests, etc.) of NFPA 1901 for each apparatus classification (see below) which is not specified in this proposal shall be considered to be customer supplied and installed.

<b>Apparatus Type</b>	<b>NFPA Section</b>
Pumper	5.8
Initial Attack	6.7
Mobile Water Supply	7.7
Aerial	8.8
Quint	9.8
Special Service	10.5

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

Mobile Foam	11.9
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**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**EXHIBIT A:**  
**SAMPLE CONTRACT**

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**CONTRACT**

**CATRON COUNTY**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Catron 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 Catron 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: Catron 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

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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 Catron. 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 Catron 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 Catron unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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 Catron 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 Catron 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

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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.**

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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 Catron 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.**

Catron 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 Catron County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Catron County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**Catron County**  
**State of New Mexico**

Procurement Office

ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Catron 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 Catron 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.

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**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 Catron 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.

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**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 Catron 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 Catron 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 Catron for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Catron 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

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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.**

**Catron County**  
**State of New Mexico**

Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

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:           Loren Cushman,  
                                  Catron County Manager  
                                  PO Box 507  
                                  Reserve, NM 87830

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: \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF CATRON COUNTY**

\_\_\_\_\_  
Buster Green  
Chair, District I

\_\_\_\_\_  
Audrey McQueen  
Commissioner, District II

Attest:

\_\_\_\_\_  
Haydn Forward  
Commissioner, District III

\_\_\_\_\_  
Sharon Armijo, Clerk

**Catron County**  
**State of New Mexico**  
Procurement Office  
ITB Price Agreement #: 2024-04-01  
Coyote Creek Water Tender / Pumper

**CONTRACTOR**

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

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

\_\_\_\_\_ Title