

INVITATION TO BID

BID NO. 1486-12

FURNISH WATER TRUCK

City of Hobbs, New Mexico

Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway St, Hobbs, New Mexico 88240 until 2:00 p.m., February 8, 2012, to FURNISH WATER TRUCK as specified.

At the above time, bids will be publicly opened in Public Meeting Room 239 on the second floor of City Hall and read aloud. Any bid received after the stated time will be returned unopened.

Copies of the specifications may be procured without charge from the office of the City Finance Director. If there are any questions regarding this bid contact Shirley Davis at (575) 397-9239.

In case of ambiguity or lack of clearness in stating proposal prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all bids and waive irregularities.

CITY OF HOBBS, NEW MEXICO

Eric Honeyfield
City Manager

Publication Date: January 25, 2012

INSTRUCTIONS TO BIDDERS

I. SUBMITTING BIDS

- A. Sealed bids will be received by the Finance Department, in accordance with the Bid Advertisement. Bidders shall use the bid form included with the specifications. Bid forms must bear the signature of the bidder to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), bidders shall complete the attached Campaign Contribution Disclosure form. Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for the City of Hobbs to reject bids.
- B. Bids must be submitted in a sealed envelope with the outside marked: BID NO.1486-12, FURNISH WATER TRUCK.
- C. All bids shall be net. Do not include any taxes from which municipalities are exempt. Tax exemption certificates will be furnished, if needed.
- D. Resident preference - pursuant to sections 13-1-21 & 13-4-2 NMSA 1978, bidders claiming 5% preference must be certified prior to bid opening. Bidder's preference will be taken into consideration, only if the preference number is stated on the bid form on page 8.
- E. It is the bidder's responsibility to deliver his bid to the proper place and at the time designated. The fact that a bid was dispatched will not be considered. The time of bid opening is determined by the clock in the Meeting Room of City of Hobbs.
- F. Brand name and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," Bidders must be prepared to furnish "Complete Data" upon request, preferably with bid to avoid delay in award.
- G. Specifications
 - 1. Specifications on the bid are not meant 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 characteristics desired and is not intended to restrict competition.
 - 2. Exceptions and/or alternatives to specifications and conditions of this bid shall be listed on a separate sheet of paper and attached to the bid. This sheet shall be labeled "Exceptions and/or Alternatives to Specifications and Conditions", and illustrative brochures and specifications shall be included. After examination and comparison of the specifications, the City of Hobbs reserves the right to reject any or all bids.

3. If any bidder is of the opinion that the specifications as written preclude him from submitting a bid, it is requested that his opinion be made known to the City of Hobbs, in writing, AT LEAST FIVE (5) DAYS PRIOR to the bid opening date.

H. All vehicles to be 2011 or 2012 models as stated in Detailed Specifications.

I. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Hobbs.

J. NON-DISCRIMINATION: Vendors doing business with the City of Hobbs must be in compliance with the 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)

K. DEFAULT: The city reserves the right to cancel all or any part of this bid without cost to the City, if the Vendor fails to meet the provisions of this bid and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the vendor, such causes include, but are not restricted to, acts of God , 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 City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required scheduled delivery. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights not being provided by law or under this order.

II. SERVICES

A. WARRANTY: The vendor agrees that the supplies or services furnished under this bid shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this bid. Vendor agrees to honor manufacturer's warranty.

The successful bidder shall provide in writing a receipt for all warranty repairs. Receipt must indicate the date of service, parts replaced and a specific detail of the type of repair(s).

B. The proposed units to be furnished shall carry a minimum of 3 years - 36,000 miles new vehicle warranty and service that is provided by the manufacturer and dealer. Successful bidder must have an established garage that has been in use for a minimum of one year and

stocked with an adequate supply of parts for the proposed units.

- C. **MANUALS:** The operator's manual, parts catalog, and technical manual shall be provided with each unit at the time of delivery. Manuals shall cover in detail, maintenance, operation, replacement parts and technical data to repair the equipment specified.
- D. The units offered under this bid shall be new, standard production model of the latest design in current production of the year that it was manufactured.

III. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in bids, and to reject any or all bids or portions thereof. They may award to the bidder whose bid is deemed to be in the best interest of the City of Hobbs.
- B. All bids shall remain open for sixty (60) days after the day of the bid opening.
- C. Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.
- D. To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.
- E. Bids may be withdrawn upon receipt of written request prior to 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. Resubmitting must be prior to scheduled bid opening for consideration.
- F. After bid opening, no modifications on bid prices or other provisions of bids 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 the Finance Director.
- G. This bid will be awarded on a Total Bid basis.
- H. City of Hobbs reserves the right to reduce or increase the number of units to be purchased upon notification to the successful bidder.

IV. DELIVERY

- A. Vehicles shall be delivered to the City of Hobbs Garage, 1200 S. 4th St., Hobbs, NM.

B. Bidder will fill in the delivery time on the attached bid form.

V. PAYMENT

A. The City of Hobbs requests one invoice following delivery of each order. Payment will be made within fifteen (15) days of acceptance of the equipment by the GENERAL SERVICES DEPARTMENT upon certification that all contract terms have been met.

VI. INSURANCE

A. Successful bidder shall provide City with a Certificate of Liability Insurance including products and completed operations.

VII. SERVICE AGREEMENT

A. The selected bidder will be required to handle the scheduled and unscheduled maintenance on a police priority basis.

ITEM # 1

GENERAL: Bidder shall furnish one (1) new - 2011 - 2012 model. Single Axle Water Truck.

WATER TRUCK

1. MINIMUM SPECIFICATIONS.

1. Diesel Engine, 240HP RPM Governed Speed.
2. Allison transmission 5 speeds, With PTO and pump to pressure the water out of the tank.
3. Front Axle (non-driving) 13 000 lb Capacity.
4. Wheel base: 158 in.
5. Tire, front (2) 11R22.5 XZE2 Load range G, 14 ply or Compatible Tire Sizes.
6. Tire, rear (4) 11R22.5 XDE M/S Load range G, 14 ply or Compatible Tire Sizes.
7. Suspension, Front Parabolic, Taper Leaf 10.000-lb with shock Absorbers.
8. Paint (white) solid.
9. Bumper Front full width, Steel.
10. Brake system, Air Dual System for straight Truck applications.
11. Steering column Tilting.
12. Exhaust system Single, horizontal, after treatment Device Frame Mounted Right side of Back Cab.
13. Electrical system 12 Volt , Standard Equipment.
14. Alternator Brush Type 12 volt 120 Amps, Capacity.
15. Back up Alarm.
16. Indicator, Low Coolant Level with Audible Alarm.
17. Rear Axle, Single 21000# – lb Capacity. R Wheels Ends. Gear Ratio: 5.86.
18. Fuel Tank Top Draw, 50 Gal, capacity.

19. Factory Installed Heater, and Air Conditioner. 134A
20. Warning System- Low fuel, Low Oil pressure, High Engine Temperature, and Low Battery Voltage (Visual and Audible).
21. HVAC Fresh Air Filter.
22. 2000 Gallon Water, the tank shall be Polyethylene with ultraviolet inhibitor, not steel with Spray Nozzles, Front, Side, Rear, Controls in Cab. Tank not painted.
23. Hose Reel.
24. Strobe Light – Whelen amber strobe model # 800 C, Cab- mount unacceptable.
25. Fire Extinguisher mounted behind driver’s seat.
26. Three (3) sets of Vehicle Keys.
27. Battery Box Frame Mounted.
28. Mud Flaps front and rear
29. Radio AM/FM Factory Installed.
30. Install Snowplow.
Vehicle: 17.000-26.000 lb
Model: Meyer HM-10.0 Full Trip.
Mounting System: Universal.
Operating System: Central Hydraulics.

INVITATION TO BID
FURNISH WATER TRUCK

Date: _____, 2012

TO: The City of Hobbs, New Mexico

Bid of: _____:

A) A Corporation under the laws of the State of _____; or

B) A partnership consisting of _____; or

C) An individual trading as _____.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

Resident Preference
Certification Number

Company Name

BY:

Type or Print Name

Address

Telephone Number

City State Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)