

Project Manual
Contract Documents and Specifications

City of Raton

**Dump Truck Purchase
Public Works and Raton Water Works
Request for Sealed Bids**

October 2019



Contracting Agency

**THE CITY OF RATON
224 SAVAGE AVENUE
POST OFFICE BOX 910
RATON, NEW MEXICO 87740**

NOTICE OF INVITATION FOR BID

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton, New Mexico for the purchase of up to two 2019 or newer dump trucks.

Sealed bids will be received at the Office of the City Clerk, located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton, New Mexico 87740. Bids are due by Wednesday November 20, 2019 at 2:00 PM. All interested parties are invited to attend. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Copies of the bid documents are available for download on the City's website www.ratonNm.gov or by contacting City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at mantonucci@cityofraton.com.

Raton City Clerk/Chief Procurement Officer: Michael Anne Antonucci
Date: October 18, 2019

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Dump Truck Purchase Public Works and Raton Water Works Request for Sealed Bids

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General Specifications

1) INSTRUCTIONS AND DEFINITIONS

- A. The documents consist of the specifications including any and all addendum modifications thereof incorporated in the documents outlining the minimum requirements for year 2019 OR NEWER 26,000 maximum GVWR (NEW) 4X2 Dump Truck.
- B. The intent of this specification is to include all materials and accessories for complete, operating, vehicles, even though all the components may not be identified in the detailed specifications.
- C. It is specifically agreed that these documents shall be in all respects construed and interpreted in accordance with the laws of the State of New Mexico. The bidding documents are complimentary and what is called for by one shall be as binding as if called for by all. The intent of the documents is to include, unless otherwise stated, all materials, equipment, labor, transportation, and preparation for complete, operating vehicles.
- D. These specifications have been written based upon available manufacturer's data and the information is intended solely as a bidders guide as to the general type of equipment the City of Raton intends to purchase without implication that any particular unit is desired to be purchased or that preference is given to any particular manufacturer's equipment.
- E. Owner: Owner shall mean the City of Raton and its duly authorized officials.
- F. Bidder/Dealer: Bidder or Dealer shall mean the person, firm or corporation that is awarded the contract for the performance of any division of the construction, delivery and demonstration of the units described in the plans or specifications.

2) BID SUBMITTAL:

- A. Sealed bids shall be submitted no later than 2:00 P.M., Wednesday, November 20, 2019, at which time they will be publicly opened the City of Raton City Hall, 224 Savage Avenue, Raton, NM 87740.
- B. Bids shall be submitted on the Bid Forms in a sealed envelope, plainly marked: "Bids for 2019 OR NEWER 26,000 maximum GVWR (NEW) 4X2 Dump Truck" dated November 20, 2019, and addressed to: Clerk / Treasurer, City of Raton, 224 Savage Avenue, P.O. Box 910, Raton, NM 87740.
- C. No bids will be considered which are received after the time mentioned, and any bids so received after the scheduled closing time will be returned to the bidder unopened.
- D. Bids must be submitted by properly filling in each and every space provided for on the "BID FORMS" hereto attached.

- E. It is the intent of the Owner to accept the lowest qualified bids complying with these specifications. The City of Raton reserves the right to refuse any or all bids and to waive technicalities.
- F. Bidder/Dealer shall include brochures with his bids which describe each vehicle and provide an outline of its specifications and features.
- G. All bids shall be F.O.B. Raton, NM. The bids as submitted by Bidder/Dealer shall be effective and remain unchanged for a period of not less than NINETY (90) CALENDAR DAYS after the date of the bid opening.

3) **VEHICLE DELIVERY AND ACCEPTANCE**

- A. The Bidder/Dealer awarded the bid shall insure delivery to the City of Raton shall be no later than March 30, 2020.
- B. Each new vehicle shall be transported to Raton, NM. After vehicle has been transported to the City of Raton no modifications or adjustments of any kind shall be permitted unless authorized or requested as per specifications or manufacturer.
- C. Acceptance of vehicle by the City of Raton is contingent upon said vehicle passing an inspection and an on-site demonstration of the said vehicle by the City. If such vehicle does not meet the requirements of the written specifications, acceptance of said vehicle is not mandatory. If said vehicle is found acceptable the City shall take delivery and complete the purchase of the said vehicle.
- D. Acceptance of said vehicle is also contingent upon "Pre-Delivery" services. Prior to delivery, each new unit must be completely serviced in accordance with the manufacturer's specifications.

4) **SPECIAL CONDITIONS**

- A. The City of Raton reserves the right to purchase the vehicle specified herein in a greater or lesser quantity than listed on the Bid Forms at the price per unit as bid by the Bidder/Dealer within the general specification requirements.
- B. The successful Bidder/Dealer shall have the option to "drop-ship" the appropriate vehicle to the after-market supplier for the fitting and installation of any after-market equipment. In the event the Bidder/Dealer elects to drop-ship the said vehicle to the after-market supplier, the vehicle shall then be transported by the successful Bidder/Dealer from the after-market supplier to the City of Raton.

TECHNICAL SPECIFICATIONS

1) GENERAL PROVISIONS

A. Vehicle information and data as contained within the technical specification sheets is based upon the most recent dealer's and manufacturer's literature for year 2019 OR NEWER 26,000 maximum GVWR (NEW) 4X2 Dump Truck. In the event of major changes in truck features for the 2019 or newer model year, it shall be the responsibility of the Bidder/Dealer to bring the changes to the attention of the Owner prior to Bid Opening date.

2) SPECIAL PROVISIONS

A. The features and/or equipment identified within the written technical specification sheets is classified as "STANDARD" by some manufacturers and "OPTIONAL" by other manufacturers. The intent of the specifications is to acquire the listed equipment regardless of the classification by the individual manufacturer.

B. It is also noted that some or several of these features and/or equipment may be acquired within certain "OPTION PACKAGES". It shall be the responsibility of the dealer to determine which, if any, "OPTION PACKAGE" offered by the manufacturer is applicable to provide the features and/or equipment listed within the technical specification sheets.

C. If it should become necessary to include an entire "OPTION PACKAGE" to provide the required features and/or equipment as listed within the technical specification sheets, the dealer shall not receive additional compensation or credit for additional features and/or equipment contained within the "OPTION PACKAGE", but not specifically requested or made a part of these specifications.

D. The following categories shall be in accordance with the manufacturer's specifications and or tolerances for the specific vehicle being bid. Each blank must be filled in and completed.

- 1) Gross Vehicle Weight Range (GVWR): _____
- 2) Payload Rating: _____
- 3) Front and Rear Axle Load Rating: _____
- 4) Front and Rear Suspension Load Rating: _____
- 5) Rear Axle Ratio: _____

3) WARRANTY:

A. The vehicle shall carry a minimum "bumper to bumper" (full vehicle) manufacturer's warranty of 3 Year/36,000 miles. The Owner reserves the right to obtain an "extended warranty" package after a purchase contract has been executed. The Bidder/Dealer shall provide the cost and details of an extended warranty option upon the owner's request.

Detailed Technical Specifications

MODEL: 2019 OR NEWER 26,000 maximum GVWR (NEW) 4X2 Dump Truck

ENGINE

1. Diesel engine with minimum HP rating of 270 at 2,000 RPM
2. Shall be EPA compliant.
3. Engine block heater 120 volt rated outlet located under driver's side door. Heater rated to 1,000 watts minimum.
4. Extended life engine coolant.
5. Fuel/water separator.

TRANSMISSION

1. Automatic, six speed.
2. Provision for Power Take Off.
3. Synthetic Automatic Transmission Fluid.

FUEL/DIESEL EXHAUST FLUID TANKS

1. Single 50 gallon minimum aluminum diesel fuel tank mounted on driver's side.
2. Diesel Fuel tank shall be appropriately marked.
3. DEF tank to be a minimum of 6 gallons and have dash mounted gauge to monitor tank level.
4. DEF tank to be located next to fuel tank and shall be appropriately marked.

AXLES & SUSPENSION

1. GVW Plate Rating 26,000 lbs. Maximum
2. Front Axle and Suspension- 8,500 lbs. minimum rated capacity.
3. Rear Axle and suspension - 17,500 lbs. minimum rated capacity.

TIRES AND WHEELS

1. All rated for 70 MPH or greater.
2. Front Tire - 11R22.5G
3. Front Wheels -22.5" Steel White Powder Coated
4. Rear Tire-11R22.5G
5. Rear Wheels - 22.5" Steel White Powder Coated

STEERING

1. Power steering.

Frame

1. Treated Alloy Steel frame.
2. Full Width Aerodynamic Front Bumper

TRUCK CAB AND CHASSIS

1. Three sets of keys.
2. Conventional cab with noise cancelling insulation.
3. Wing style dashboard for safer operation.
4. Four (4) lighted switches installed in dashboard. 1) Strobes and 3) Spares
5. High visibility colored seat belts, driver and passenger.
6. Adjustable tilt steering column.
7. Factory installed air conditioning, heat and defrost.
8. Power left and right windows.
9. Power door locks.
10. Power mirrors with main mirror and convex mirror. Left and right main mirror controlled from cab and both heated.
11. Non slip rubber floor mat for cab
12. Driver and passenger side removable weatherized floor mats.
13. Standard AM/FM radio, Bluetooth and auxiliary input(s).
14. The body shall have all required lighting, back-up lights as required by the latest DOT, ICC, and OSHA regulations.
15. Front fenders must cover front tires. Fender extensions can be used.
16. Standard interior color.

PAINT-CAB AND BED

1. Cab - Stock White
2. Bed - Standard Black

PINTLE HOOK

1. 50 ton Hitch with D-rings.
2. Height of pintle, from the ground to the bottom of the saddle, shall not exceed 28 inches.
3. All welds to be continuous.
4. Hitch properly cleaned, prepped, primed, and painted black for long life.

ELECTRICAL

1. Dual 750 CCA (minimum) battery system in frame mounted box.
2. Electric back up alarm.

3. 200 amp Minimum Alternator.
4. Seven pin die cast trailer plug with waterproof boot and proper wiring to be run to pintle Hitch for trailer use.
5. All LED lighting when applicable.

DUMP BODY AND HOIST

1. Capacity to be minimum of 5-7 cubic yards.
2. Ten feet long, 7' wide.
3. 24" sides. Top of sides not to exceed 81" in height from ground to top of side.
4. Dump body continuously welded.
5. Dump Body Floor constructed of 3/16" minimum sheet steel.
6. The top rail shall be dirt-shedding boxed design with ability to accept sideboards.
7. Each post shall have a chain keeper for attaching the tailgate chains. Chains included.
8. Back facing left / right turn signals and brake lights installed in rear corner posts.
9. Double acting Tailgate type.
10. Tailgate bracing to be double welded.
11. Tailgate will be easily removable and not pinched between bed rails upon delivery.
12. Tailgate will have two lifting eyes on outside top rail for easy removal.
13. Material door not needed in tailgate.
14. A continuously welded cab shield will run the width of body and contain a tarp shroud.
15. Manual two arm tarp system. Tarp material shall be made of material able to withstand temperatures associated with the transport of hot mix asphalt. Tarp arms will be spring loaded and will clear exhaust stack and bed during body flex.
16. Underbody or telescopic hoist. Please Specify. Grease zerks on all pins.
17. Inverted cylinder not accepted.
18. Dump body props installed for safety.

BID PROPOSAL FORM

Project: City of Raton Public Works/ Raton Water Works Dump Truck Purchase

Bid Submission

Deadline: November 20, 2019 No Later Than 2:00 PM

Bid submitted to: The City of Raton
Post Office Box 910
224 Savage Avenue
Raton, New Mexico 87740

Bid Schedule:

A	B	C	D	E
Item No.	Description	Units	Estimated Quantity	Amount Bid

1.	Dump Truck (As Specified)	Each	2	\$ _____	For Each Truck
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Price Per Truck Written in Words

Delivery Date: _____

Note – The Amount bid must include any and all taxes, delivery fees, handling fees, etc and will be the amount that the purchase order will be issued for.

BPF 1

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

- A. The City of Raton reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed to be in the best interest of City of Raton. Any bid submitted will be binding for 90 days after the date of the bid opening.
- B. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
- C. It is expressly understood by the bidders that written notice of award by the City of Raton will constitute an agreement by the City of Raton to complete the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
- D. The bidder shall submit the required form and supply all the information as indicated on the Bid Form. The price shown herein shall constitute the full cost including all factors whatsoever, excluding applicable taxes but including delivery and training. Any bid not submitted on such forms provided will be considered unresponsive.
- E. Each proposal shall specify a delivery time. Time of delivery to Raton, New Mexico will be a factor along with quality, cost, etc. in consideration of award of the bid.
- F. The Bidder has examined the project documents, details, bid quantities, terms and conditions of the proposed Agreement and is satisfied to conditions, regulations and requirements that may affect cost, progress and performance of the procurement. The Contractor does not consider additional examination, investigation or data necessary for performance of the procurement at contract unit prices, in accordance with terms and conditions of the Contract Documents, and within stated contract times. Bidder agrees that Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions and requirements for performance and furnishing of the procurement.
- G. City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified New Mexico Resident Contractor and NMSA 13-1-21/ 13-1-22 regarding Certified Veterans Preference in this procurement.

Bidder acknowledges receipt of the addenda: _____

Dated this _____ Day of _____, 2019

Respectfully Submitted:

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

Vendor's Federal I.D. Number: _____

ATTEST: _____

Secretary
(If Applicable)

BPF 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

Mayor – James Neil Segotta
Mayor Pro Tem – Linde’ Schuster
Commissioner - Ronald Chavez
Commissioner – Donald Giacomo
Commissioner – Lori Chatterley
Municipal Judge – Roy Manfredi

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)