



Agenda Item Number: 6-17-13.5C

SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS

Date of Commission Meeting:

June 17, 2013

Division / Elected Office:

Sandoval County Fire Department

Staff Contact:

James Maxon, Fire Chief

Title of Item:

Bid Award – Placitas Brush Truck

Action Requested:

Motion to Award Bid for a Brush Truck to Weis Fire & Safety Equipment Co., Inc., in the Amount of \$122,339 and Authorize the County Manager to Approve Contract

Summary:

Sandoval County requested proposals for the purchase of a new brush truck. This project was advertised for construction services with five bids received and tabulated April 16, 2013 (ITB# FY13-SCFD-01). Weis Fire & Safety was the successful bidder.

Attachments:

- Tabulation Sheet
- Contract

FISCAL IMPACT

State Fire Funds \$72,339 / NMFA Loan \$53,000 (Includes a \$3,000 processing fee)



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STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. PPR 06/10/2013

**Initiating Elected Official /
Division Director:**

Recommend approval. JHM 6/7/13

Legal:

Given the cost is over \$35,000, the Board needs to authorize the Manager to negotiate and execute the contract. PFT 6/10/2013

Finance:

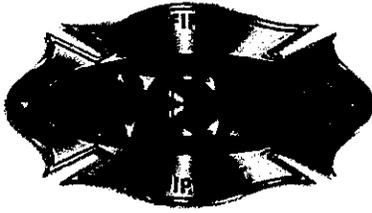
Financing is in place-Recommend Approval CCH 6/10/13

Procurement Process has been followed.
Recommend approval. LO 6/10/2013

SCFD TYPE VI BRUSH TRUCK: BID TABULATION
 BID OPENING: APRIL 16, 2013 @ 2:00 PM (MST)

VENDOR	PRICE PER EACH	REQUIREMENTS MET	RESIDENT PREFERENCE	VETERAN'S PREFERENCE	FINAL BID W/ PREFERENCE
INDEPENDENT FIRE COMPANY	\$ 144,827.00	Exceptions/ Clarifications Stated	Yes: 5% (\$7,241.35)	No	\$ 137,585.65
PETE'S EQUIPMENT REPAIR, INC	\$ 135,305.00	Yes	No	YES: 8% (\$10,824.40)	\$ 124,480.60
ROBERT'S TRUCK CENTER	\$ 171,122.00	Yes	Yes: 5% (\$8,556.10)	No	\$ 162,565.90
SOUTHERN FIRE SERVICE & SALES	\$ 137,709.00	Yes	No	No	\$ 137,709.00
* WEIS FIRE & SAFETY EQUIPMENT	\$ 122,339.00	Yes	No	No	\$ 122,339.00

- New Mexico In-state Preference Business/Contractor Certificate Validation**
Search Results: Valid
 Valid Resident Certification
 L1879206208
 INDEPENDENT FIRE CO
- New Mexico In-state Preference Business/Contractor Certificate Validation**
Search Results: Valid
 Valid Resident Certification
 L1382114624
 PETE'S EQUIPMENT REPAIR INC
- New Mexico In-state Preference Business/Contractor Certificate Validation**
Search Results: Valid
 Valid Resident Certification
 L0557289792
 Roberts Truck Center of New Mexico, LLC



Weis Fire & Safety Equipment Co., Inc.

111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467

785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

WEIS FIRE SAFETY CONTRACT

AGREEMENT, Made this 17th Day of June 2013, between WEIS FIRE AND SAFETY EQUIPMENT COMPANY INC. (Hereafter known as Weis Fire and Safety) and the Sandoval County. (Hereafter know as the BUYER) in accordance with the conditions written below and the specifications and addendum (s) attached, which are made part of the contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Weis Fire and Safety.

TERMS OF PAYMENT-The Buyer agrees to purchase One (1) Weis Fire Quick Attack 300 on a 2014 Ford Ford F-500 Crew Cab chassis as per specifications for the total sum of, not to exceed, \$122,339.00 excluding any taxes (IF APPLICABLE) to be paid in full, **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS. The vehicle shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which is prevailing at the time of delivery.**

Payment shall be made directly to Weis Fire and Safety. No checks or any other form of payment shall be made to any sales representatives, dealers, agents, etc... except on presentation, in writing of an express power of attorney, executed by an officer of Weis Fire and Safety, authorizing payment to any other party on behalf of Weis Fire and Safety.

IF THESE PAYMENT TERMS ARE NOT STRICTLY ADHERED TO, WEIS FIRE AND SAFETY SHALL ASSESS A DAILY INTEREST CHARGE BASED ON AN ANNUAL PERCENTAGE RATE OF 18% ON THE UNPAID BALANCE. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, THE TERMS STATED ABOVE SHALL APPLY TO EACH VEHICLE.

TERMS Net due upon delivery

DELIVERY-Delivery shall be F.O.B. Rio Rancho, New Mexico, within 180-210 calendar days from contract acceptance by Weis Fire and Safety. Weis Fire and Safety shall not be held liable for damages from it's failure to make of delay in making deliveries as a result of fire, flood, riots, strikes,

chassis shortages or delays caused by it's suppliers, any acts of God, or any other circumstances beyond Weis Fire and Safety control.

Weis Fire and Safety complies with all civic rights laws and regulations.

INSPECTION-The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice within Ten (10) days of any defects. The vehicle shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.

AMENDMENT(S)-No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of Weis Fire and Safety and a representative of the BUYER.

GOVERNING LAW-This Agreement shall be constructed and interpreted and its performance shall be governed by the laws of the state in which the manufacturer is domiciled.

AGREED this _____ Day of _____ 2013

SIGNED BY _____

BY _____

NAME, ADDRESS AND PHONE NUMBER OF FIRE DEPARTMENT:

() _____

NAME AND PHONE NUMBER OF PERSON DISBURSING FUNDS:

_____ () _____

ACCEPTED THIS _____ DAY OF _____ 20 _____

WEIS FIRE AND SAFETY

SIGNED: _____

BY: _____

TITLE: _____