

Purchase Order

Fiscal Year 2017 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **17000547-00**

Delivery must be made within doors of specified destination.

BILL TO

OTERO COUNTY
ATTN: ACCOUNTS PAYABLE
1101 NEW YORK AVE
ALAMOGORDO, NM 88310-6923

VENDOR

WEIS FIRE & SAFETY EQUIPMENT CO, INC
PO BOX 3467
SALINA KS 67402-3467

SHIP TO

OTERO COUNTY
1101 NEW YORK AVE
ALAMOGORDO NM 88310

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
888-689-9347		785-825-9538		126612					
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
01/23/2017		9618						BENT	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price				
1	MOBILE PUMP TEST TRAILER The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading DRAFT COMMANDER 3000 MOBILE FIRE PUMP TEST & TRAINING TRAILER. MODEL#: DC1911-3000 AT/AL/MC, AS PER SPECIFICATIONS ATTACHED & APPROVED BY NMSFMO & NM FIRE PROTECTION FUND GRANT COUNCIL, SOLE SOURCE LETTER ATTACHED <i>Sole Source # 126612</i> <i>Tag: 17418684</i> <i>VIN: _____</i> <i>emailed</i> <i>2/20/17 Jammy paid 1/2 down down proceeding</i> <i>Plu 3/16/17 closed</i>	1.0	EACH	\$84,900.000	\$84,900.00				

By *Bing Wenchen*
Procurement Agent

VENDOR COPY

Total Ext. Price 84,900.00
PO Total **\$84,900.00**

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

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

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless otherwise specified to the bidder, to accept any item on the bid.**
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.
9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo s, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

LAW OFFICES OF
THOMPSON & THOMPSON
A PROFESSIONAL CORPORATION
310 4TH STREET, P.O. BOX 166
SCANDIA, KANSAS 66966-0166

JEFFREY L. THOMPSON
REGINE L. THOMPSON

E-MAIL ttlaw@nckn.com

TELEPHONE (785) 335-2248
FACSIMILE (785) 335-2502

September 3, 2013

To whom it may concern:

Our firm represents Weis Fire & Safety Equip. Co., Inc. of Salina, Kansas ("WEIS FIRE"), in connection with its patent and trademark matters.

WEIS FIRE is the manufacturer and sole source for the DRAFT COMMANDER® 3000 A/T Mobile Pump Lab. This product is believed to be the only product of its kind on the market today. The product is covered by U.S. Patent No. 7,827,860 ("the '860 patent"). WEIS FIRE is the exclusive licensee of the '860 patent and the DRAFT COMMANDER® trademark.

Sincerely,



Jeffrey L. Thompson

JLT/sjs

UNITED STATES PATENT

Granted on November 9, 2010 to

Gary L. Weis

- INVENTOR -

Patent No. US 7,827,860 B2

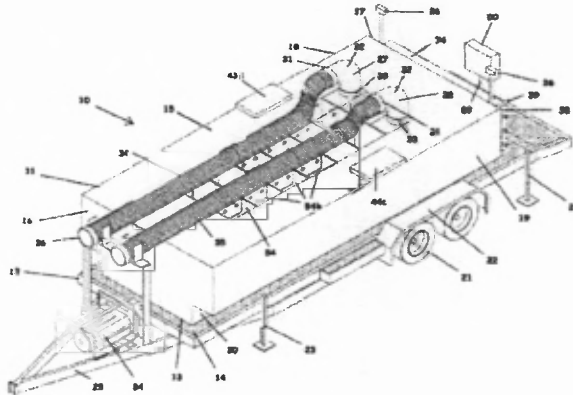
DRAFT COMMANDER 3000®
MOBILE FIRE PUMP TESTING & TRAINING APPARATUS

Gary L. Weis, Inventor

Weis Fire & Safety Equip. Co., Inc., Assignee

A pump testing apparatus includes a tank mounted on a mobile trailer for testing water pumps associated with fire fighting equipment. Two rotatable draft tubes extend into the tank for drawing water from the lower part of the tank through suction hoses connected to the pump being tested. Two inlet manifolds receive water discharged from the pump being tested and direct the water into respective flow stations that measure the water flow rate. The water is then dispersed back into the tank. The tank has a system of baffles to prevent cavitation of the water circulating through the tank. A cooling system is provided to cool the water within the tank to maintain a desired water temperature during pump testing. The cooling system includes a supply line having a cool water inlet for connecting to a source of cool water, and cool water outlets at spaced locations throughout the tank.

The
United
States
of
America



The Director of the Patent and Trademark Office has received an application for a patent for a new and useful invention. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law. Therefore, this

United States Patent

Grants to the person or persons having title to this patent the right to exclude others from making, using, selling or importing the invention throughout the United States of America for the term of fourteen years, subject to the payment of maintenance fees as provided by law.

Director of the United States Patent and Trademark Office

Attest





Draft Commander 3000®

*Mobile Fire Pump Testing & Training Specifications
Municipal/County/Rural/Commercial/Industrial*

*Draft Commander
Manitouardes, New Mexico*

MODEL NUMBER DC1911-3000 A/TAL/MC



Draft Commander 3000® Specifications

MODEL NUMBER DC1911-3000 AT/AL/MC

The Draft Commander 3000® performs a true pump test from draft creating a suction lift requiring the use of a primer as per NFPA 1911-2012 Edition, Section 18.7.5.1. This makes sure the engine and fire pump are performing with the correct horsepower and the fire pump is pumping the correct GPM. This service test is done by working from a suction lift throughout the test using flowing clean clear water, as per NFPA-1911, up to 3000 GPM. Also, pump test two fire apparatus trucks simultaneously up to 1500 GPM each with the means of testing fire trucks at desired location, at any time, during various seasons of the year. The Draft Commander 3000® offers the fire department a cost effective means of complying with annual pump test requirements as defined by ISO and the National Fire Protection Association (NFPA-1911 2012 Edition). By doing these tests it helps to receive maximum credit points to help maintain the lowest insurance rates possible and that the fire apparatus is performing as intended for the safety of firefighters and protection of property. The Draft Commander 3000® offers many other functions besides fire pump service testing, such as training operations of the fire engine pump and different revolutions of flowing water while using the same water over and over all while training Fire Pump Engineers and Firefighters.

Purpose Specific Engineered Aluminum Heavy Duty DOT Rated Transporter:

- The aluminum transporter is specially designed and manufactured only for the Draft Commander 3000® in order to maintain a low profile for minimal wind resistance, weight distribution, and safety.
- Transporter has 80" width heavy duty main frame bed rail with a ½" extruded mainframe bed railing.
- The front left and right of the transporter is equipped with two large storage compartments manufactured of heavy duty diamond plate aluminum with an adjustable tracking shelf in each compartment for additional storage of equipment. Each compartment is 30" wide by 30" deep by 55" high and has a door opening of 30" wide by 56" high. Each door is to be equipped with a three point hatch. The front of each compartment is designed to act as a stone/gravel shield to the front of Draft Commander 3000® when being towed.
- There is to be a minimum of 24" between the front left and right compartments and the front of the Draft Commander 3000® reservoir. This space is for mounting an optional spare tire and to gain access to the front cooling ventilator.
- Two (2) 7,000 lbs rubber torsion axles with 15,400 GVWR equipped with electric brakes.
- Axles are mounted to 2" by 3" by ¼" steel tube axle subframe.
- Aluminum transporter designed and engineered for distribution of the weight of the Draft Commander 3000® and its components.
- One (1) set of mud flaps to be installed on transporter.
- Equipped with (4) four 7000 lb. capacity screw type jacks to support transporter when the reservoir is filled with water. Jacks are located: two (2) on left side and two (2) on right side.
- One (1) 12,000 lb. tongue jack.
- Equipped with ST235/80R16E 10 ply radial transporter tires, ICC Lights, work lights, stop, and turn signal lights. All lights to be LED. Rims to be aluminum 16" 8-bolt pattern.
- Equipped with a crossbar at rear 15" high above the Draft Commander 3000® with stop, tail, and turn signal lights. All lights to be LED.
- 3M reflective and DOT white/red reflective tape on front, rear, and sides of unit.
- Floor of transporter to be 2" extruded tongue and groove aluminum and reinforced by 2" by 4" by ½" aluminum tubing. *Note: Wood or steel flooring is not acceptable.*
- Folding rear step and work area of transporter to be 16" deep by 77" wide.
- Standard RV 7 pin electrical connector.