

**SUBJECT:** Authorization to purchase a Fire Apparatus for the Willow Fire Service Area from General Fire Apparatus/Rosenbauer for the amount of \$491,381.00.

**AGENDA OF:** November 19, 2019

**ASSEMBLY ACTION:**

Approved Under the Consent Agenda 11-19-19 *[Signature]*

**MANAGER RECOMMENDATION:** Present to the assembly for consideration.

**APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:** *[Signature]*

Route To:	Department/Individual	Initials	Remarks
	Purchasing	<i>[Signature]</i>	
	Emergency Services Director	KB	
	Finance Director	<i>[Signature]</i>	
	Borough Attorney	<i>[Signature]</i>	
	Borough Clerk	BAA for LKM	

**ATTACHMENT (S) :** Fiscal Note: Yes   X   No         
Cost Proposal: (2pp)

**SUMMARY STATEMENT:** The Willow Fire Service Area has a requirement for a new fire apparatus.

MSB 3.08.360 allows the borough to enter into procurement agreements when it is in the best interest of the borough. Sourcewell, formally known as National Joint Powers Alliance (NJPA) solicits, evaluates and awards contracts through a national competitive solicitation process on behalf of its members. Members can choose these contracts and procurement processes which satisfy borough solicitation requirements and avoid duplication of the process.

A cost proposal was requested, received and deemed acceptable from General Fire Apparatus/Rosenbauer. The award recommendation is being made based upon applying the chassis and apparatus pre-pay options in the cost proposal. Exercising these options saves

\$14,700.00.

This new apparatus will replace the 1985 model Engine 4, which failed pump service testing and can no longer be used as a first response or a reserve status engine. The new apparatus will be designated Rescue Engine 12-1 to be stationed at Station 12-1. The current 1997 model Engine 1 will be moved to Station 12-4 as the replacement for the retired 1985 engine.

Delivery of this vehicle is expected within 395 days after contract execution.

The Willow Fire Service Area is located in Assembly District #7.

**RECOMMENDATION OF ADMINISTRATION:** Authorization to purchase a **FIRE APPARATUS** for the **WILLOW FIRE SERVICE AREA** from **GENERAL FIRE APPARATUS/ROSENBAUER** for the amount of **FOUR HUNDRED NINETY ONE THOUSAND, THREE HUNDRED EIGHTY ONE AND NO/100 DOLLARS (\$491,381.00)**.

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: November 19, 2019

SUBJECT: Authorization to purchase a Fire Apparatus for the Willow Fire Service Area from General Fire Apparatus/Rosenbauer for the amount of \$491,381.00.

ORIGINATOR: Purchasing

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <u>\$491,381</u>	FUNDING SOURCE <u>Willow FSA F258 Fund Bal. Approp.</u>
FROM ACCOUNT # <u>405.000.000.4xx.vxt</u>	PROJECT # <u>45211</u>
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Barbara Dunnington</u>	CERTIFIED BY:
DATE: <u>10/23/19</u>	DATE:

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL	<u>491.3</u>					
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REVENUE						
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FUNDING: (Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	<u>491.3</u>					
TOTAL	<u>491.3</u>					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DEPARTMENT: Chapman DATE: 10/24/19  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_





To: **MATANUSKA-SUSITNA BOROUGH (MEMBER #100542)**  
**C/O WILLOW VOLUNTEER FIRE DEPT.**  
**350 EAST DAHILA AVENUE**  
**PALMER, ALASKA 99645**

DATE: 10/17/2019

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the MATANUSKA-SUSITNA BOROUGH, hereinafter called the BUYER and an officer of General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC hereinafter called the COMPANY, the following apparatus and equipment:

<b>ROSENBAUER PUMPER (SOURCEWELL ##022818-RSB) APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT</b>	<b>\$380,943.00</b>
<b>FREIGHTLINER CHASSIS</b>	<b>\$125,138.00</b>
<b>TOTAL ...</b>	<b>\$506,081.00*</b>

**FIVE HUNDRED SIX-THOUSAND EIGHTY-ONE DOLLARS**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed, (chassis must arrive within 150 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**MISCELLANEOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

- \*NOTE: 1.) IF CHASSIS IS PAID FOR UPON COMPLETION/RECEIPT OF INVOICE <\$4,810.00> WILL BE DEDUCTED FROM FINAL INVOICE.
- 2.) THE PURCHASER RESERVES THE RIGHT TO ASSESS A ONE-HUNDRED DOLLAR (\$100.00) PER DAY REDUCTION IN THE PRICE OF THE APPARATUS FOR EACH DAY THAT EXCEEDS THE MAXIMUM DELIVERY TIME STATED BY THE BIDDER. THE PURCHASER UNDERSTANDS THAT ANY CHANGE ORDERS MADE TO THE APPARATUS AFTER SIGNED CONTRACT WILL LENGTHEN THE DELIVERY DATE.
- 3.) IF 100% OF CONTRACT IS PRE-PAID, A DEDUCTION OF <\$9,890.00> WILL BE APPLIED TO THE PURCHASE PRICE.

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INITIALS 

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622

AM 19-120



The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

**DEALER:** GENERAL FIRE APPARATUS, LLC

SALES REP: \_\_\_\_\_

BRENDEN FEIST

**BUYER:**

We accept the above proposal and enter into contract with signature below.

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC thereby putting the document in force.

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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