

SUBJECT: Award of bid number 22-086C to Rosenbauer South Dakota, LLC for the contract amount of \$727,117.00 to purchase a new pumper for the Greater Palmer Fire Service Area.

AGENDA OF: February 1, 2022

ASSEMBLY ACTION:

Approved under the consent agenda. 02.01.22 KBJ

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: *MB*

Route To:	Department/Individual	Initials	Remarks
	Purchasing Officer	<i>Ch</i>	
	Emergency Services Director	Ken Barkley	Digitally signed by Ken Barkley Date: 2022.01.13 15:41:49 -09'00'
	Finance Director	<i>g</i>	
	Borough Attorney	<i>KS</i>	
	Borough Clerk	<i>AM 1/24/22</i>	<i>BON</i>

ATTACHMENT (S) : Fiscal Note: Yes X No
Quote (2p)

SUMMARY STATEMENT: The Department of Emergency Services has a need to replace an older pumper that no longer meets safety and operational standards. The new pumper will be housed at Station 3-9 in service of the Greater Palmer Fire Service Area.

In accordance with MSB Code 3.08.360 and utilizing our membership with Sourcewell (MSB member #100542) the Borough requested, received and deemed acceptable a pricing proposal from Rosenbauer South Dakota, LLC through contract number 022818-RSB.

Delivery is expected within 395 days after contract execution.

Station 3-9 will service Assembly District #2.

In accordance with MSB 3.08.170(B), Administration requests authority to modify the resulting contract completion date by 30 days for unforeseen circumstances.

RECOMMENDATION OF ADMINISTRATION: Award of **BID NUMBER 22-086C** to **ROSENBAUER SOUTH DAKOTA, LLC** for the contract amount of **SEVEN HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTEEN DOLLARS AND 00/100 CENTS (\$727,117.00)** to purchase a new pumper for the Greater Palmer Fire Service Area.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: February 1, 2022

SUBJECT: Award of bid number 22-086C to Rosenbauer South Dakota, LLC for the contract amount of \$727,117.00 to purchase a new pumper for the Greater Palmer Fire Service Area.

ORIGINATOR: Purchasing

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$727,117</u>	FUNDING SOURCE <u>Fire Svc. Cap. Projects</u>
FROM ACCOUNT # <u>405.00.000 4xx.xxx</u>	PROJECT # <u>45215-6600-6613</u>
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Cheryl Winkler</u>	CERTIFIED BY:
DATE: <u>1-14-2022</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL	<u>727.1</u>					
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	<u>727.1</u>					
TOTAL	<u>727.1</u>					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: Chapman Daniel DATE: 1/17/2022
 APPROVED BY: _____ DATE: _____

Matanuska-Susitna Borough
Greater Palmer Fire Service Area
680 North Seward Meridian Pkwy
Wasilla, Alaska 99654



Date: January 11, 2022

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 Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

Per Sourcewell Contract #: 022818-RSB

One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications. \$727,117.00 each

Added Sourcewell Documentation To Original RFP dated 11/12/2021

Gross due upon completion and delivery total

TOTAL \$727,117.00

****Note: If chassis amount of \$316,118.00 is paid upon arrival at our plant in South Dakota, deduct \$12,139.00 each***

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 and (or) major components must arrive within 230 days or delivery may be extended), 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. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

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 22-007



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, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

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 venue 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.

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

Respectfully submitted,

Buyer:

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

Dealer: General Fire Apparatus

Sales Rep:  11/11/2022
Brenden Feist

Title: _____

Title: _____

Date: _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

Title: _____

Date: _____

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