

SUBJECT: Award of bid number 25-138C to Hughes Fire Equipment, Inc. for the contract amount of \$1,520,253.00 to Purchase an Enforcer Pumper Tender.

AGENDA OF: March 4, 2025

ASSEMBLY ACTION: Approved under the consent agenda 03/04/25 - BJH

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

| Route To: | Signature |
|-----------------------------|--|
| Purchasing Officer | X Rustin Krafft <small>Signed by: Rustin Krafft 2/19/2025</small> |
| Emergency Services Director | X Ken Barkley <small>Signed by: Kenneth Barkley 2/20/2025</small> |
| Finance Director | X Cheyenne Heindel <small>Signed by: Cheyenne Heindel 2/20/2025</small> |
| Borough Attorney | X Nicholas Spiropoulos <small>Signed by: Nicholas Spiropoulos 2/20/2025</small> |
| Borough Manager | X Michael Brown <small>Signed by: Mike Brown 2/20/2025</small> |
| Borough Clerk | X Lonnie M cKechnie <small>Signed by: Lonnie M cKechnie 2/20/2025</small> |

ATTACHMENT (S) : Quote (2p)
 Fiscal Note (1p)

SUMMARY STATEMENT: The Department of Emergency Services has identified a need to acquire a new Enforcer Pumper Tender. This apparatus serves as both a water supply and a fire engine. The truck carries 2,000 gallons of water, enabling it to resupply other fire apparatus or, using its on-board compressed air foam system (CAFS), to attack fires independently. The pumper-tender will be equipped to handle all calls for service, including structure fires, wildland fires, and auto extrications. This apparatus serves the Central Mat-Su Fire Service Area (140 Square miles) as well as being available to respond to the surrounding auto/mutual aid fire departments. The apparatus this truck replaces will be transferred to a Mat-Su Borough Fire Service Area in need, as determined by the Department of Emergency Services.

This purchase is being made under Sourcewell Contract No. 113021-OKC-1.

Sourcewell is a Minnesota based cooperative purchasing program that assists local and state governments by leverage the buying power of multiple agencies while reducing the overhead costs. Sourcewell analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their competitive process is based on the American Bar Association Model Procurement Code for State and Local Governments, the same basis for the requirements set forth in MSB Code.

A definitive delivery date is not yet available. Projected Delivery NLT March 1, 2028.

In accordance with MSB 3.08.170(B), Administration requests authority to modify the resulting contract completion date by 90 days for unforeseen circumstances.

RECOMMENDATION OF ADMINISTRATION: Approve the subject action memorandum.



December 20, 2024

Central Mat-Su, AK
One (1) Enforcer PUC Tanker BN1114
Build Location: Appleton, WI

| | |
|---|-----------------------|
| Proposal Price | \$1,757,403.00 |
| Less chassis progress payment discount | (23,729.00) |
| Less payment upon completion @ factory discount | (17,531.00) |
| Less 100% pre-payment discount | (195,890.00) |
| Total including all pre-pay discounts | \$1,520,253.00 |

Terms:

Price Expiration: The above pricing is valid until February 26 2025.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 51.5 to 56.5 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

- i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$790,970.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.
- ii. Payment Upon Completion at Factory Discount:** If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.
- iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$4,296.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$33,893.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: **Two (2)** factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **\$3,150.00** per traveler (per trip) will be deducted from the final invoice.

Cancellation: Cancellation requests after order submission may be subject to cancellation fees.

Acceptance of Proposal:

- a.** If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

ii. Purchase order must reference **"One (1) Enforcer PUC Tanker BN1114 dated 12/20/2024."**

iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

iv. Purchased order should reference, **"Purchased utilizing Sourcewell Contract No. 113021-OKC-1."**

v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____



SOLICITATION REQUISITION FORM

Purchasing Division
350 East Dahlia Avenue,
Palmer, Alaska 99645-6488
PHONE (907) 861-8601
Purchasing@MatSuGov.us

PROJECT TITLE:

Central FSA - Pumper Tender

REQUESTING PERSON/DIVISION/DEPARTMENT:

Michael Keenan/Central Mat-Su Fire/DES

REVISED FORM/VERSION:

No #1

STAKEHOLDER DEPT.:

Emergency Services

ASSEMBLY DISTRICT #:

Multiple

DATE NEEDED BY:

1/1/26

PURCHASE TYPE: CONSTRUCTION | PROFESSIONAL SERVICE | SERVICE | SUPPLIES

Scope of Work/Scope of Services, specifications, supplemental general conditions, drawings, plans and/or all other documents are required to issue the solicitation and must be provided with this request and funding verification document.

| Item No. | Description | Qty. Requested | Unit | Est. Unit Price | Est. Line Total / Est. Contract Amount |
|----------|------------------------------------|----------------|------|----------------------|--|
| 1 | One (1) Enforcer PUC Tanker BN1114 | 1 | | 1,520,253.00 | \$1,520,253.00 |
| 1 | Contingent purposes | 1 | | 1.00 | 1.00 |
| | | | | ESTIMATED TOTAL ALL | \$1,520,254.00 |
| | | | | DO NOT EXCEED | |

ACCOUNTING**FUNDING TYPE(S):** MSB | STATE | FEDERAL | DHS&EM/FEMA | NOT CURRENTLY FUNDED/PENDING

* If the project is subject to state or federal grant funding that requires special procurement provisions or terms, provide a copy of the grant.

| Account Number | Project | Source | Sub-Project | Amount | Project Exp. Date |
|---------------------|---------|--------|-------------|--------------|-------------------|
| 405.000.000 464.451 | 45066 | 6600 | 6679 | 1,500,000.00 | 06/30/2027 |
| 250.000.000 451.200 | | | | 20,254.00 | 06/30/25 |
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APPROVAL / CERTIFYING

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|--|--|---|
| REQUESTER NAME & TITLE (PRINT NAME & TITLE) Brian Davis, Fire Deputy Director | REQUESTER'S SIGNATURE Brian Davis | DATE Digitally signed by Brian Davis Date: 2025.02.13 12:54:14 -09'00' |
| DEPARTMENT DIRECTOR NAME & TITLE (PRINT NAME & TITLE) Ken Barkley, Director Emergency Services | DEPARTMENT DIRECTOR'S SIGNATURE Ken Barkley | DATE Digitally signed by Ken Barkley Date: 2025.02.14 07:36:26 -09'00' |
| CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient unencumbered balance in the appropriation cited to cover this obligation. | | |
| CERTIFYING OFFICER NAME & TITLE (PRINT NAME & TITLE) Merissa Carrell, Assistant Comptroller | CERTIFYING OFFICER'S SIGNATURE Merissa Carrell | DATE Digitally signed by Merissa Carrell Date: 2025.02.14 09:04:55 -09'00' |