

SUBJECT: Authorization to purchase a Pumper Fire Apparatus for the West Lakes Fire Service Area from General Fire Apparatus/Rosenbauer for the amount of \$545,744.00.

AGENDA OF: December 15, 2020

ASSEMBLY ACTION:

approved under consent agenda. KBT 12.15.20

MANAGER RECOMMENDATION: Present to the assembly for consideration.

APPROVED BY GEORGE HAYS, ACTING BOROUGH MANAGER: 

| Route To: | Department/Individual | Initials | Remarks |
|-----------|-----------------------------|--------------------|------------|
| | Purchasing | <i>QJA</i> | 11/25/2020 |
| | Emergency Services Director | <i>KB</i> | 11/30/2020 |
| | Finance Director | <i>CV</i> | |
| | Borough Attorney | <i>KB</i> | |
| | Borough Clerk | <i>JMM 12/7/20</i> | <i>KBT</i> |

ATTACHMENT (S) : Fiscal Note: Yes X No _____
 Cost Proposal: (4pp)

SUMMARY STATEMENT: The West Lakes Fire Service Area has a requirement for a new fire apparatus.

West Lakes Fire Department is following the apparatus replacement plan according to NFPA 1901 to manage an aging fleet. Currently, two of our tenders do not meet industry standards and are experiencing failure of major components and exceeding their worth in maintenance costs.

West Lakes Fire Department serves the communities of Big Lake and Meadow Lakes with a population of 22,305 over 93 miles. The communities continue to grow in emergency needs and expectations. This new pumper tender purchase will be equipped with Compressed Air Foam System (CAFS) which will provide both a level of heat reduction and reduced extinguishment time during a devastating fire.

This purchase will enhance our operational goals and help us meet the emergency needs in our community. Additionally it will provide safer and up-to-date equipment for responders and will enable reliable response to fires and medical assist calls from the community.

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 \$13,930.00.

Delivery of this vehicle is expected by December 31, 2021.

The West Lakes Fire Service Area is located in Assembly District #5.

RECOMMENDATION OF ADMINISTRATION: Authorization to purchase a **PUMPER FIRE APPARATUS** for the **WEST LAKES FIRE SERVICE AREA** from **GENERAL FIRE APPARATUS/ROSENBAUER** for the amount of **FIVE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED FORTY FOUR AND NO/100 DOLLARS (\$545,744.00)** .

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: December 15, 2020

SUBJECT: Authorization to purchase a Pumper Fire Apparatus for the West Lakes Fire Service Area from General Fire Apparatus/Rosenbauer for the amount of \$545,744.00.

ORIGINATOR: Purchasing

| | |
|--|---|
| FISCAL ACTION (TO BE COMPLETED BY FINANCE) | FISCAL IMPACT <u>YES</u> NO |
| AMOUNT REQUESTED <u>\$545,744⁰⁰</u> | FUNDING SOURCE <u>FIRE SVC CAPITAL PROJECTS</u> |
| FROM ACCOUNT # <u>405.000.000 4XX,XXX</u> | PROJECT # <u>45244-2100-2105</u> |
| TO ACCOUNT : | PROJECT # |
| VERIFIED BY: <u>Kim Wistad</u> | CERTIFIED BY: |
| DATE: <u>10/21/2020</u> | DATE: |

EXPENDITURES/REVENUES: (Thousands of Dollars)

| OPERATING | FY2021 | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 |
|------------------------|--------|--------|--------|--------|--------|--------|
| Personnel Services | | | | | | |
| Travel | | | | | | |
| Contractual | | | | | | |
| Supplies | | | | | | |
| Equipment | | | | | | |
| Land/Structures | | | | | | |
| Grants, Claims | | | | | | |
| Miscellaneous | | | | | | |
| TOTAL OPERATING | | | | | | |

| | | | | | | |
|---------|--------------|--|--|--|--|--|
| CAPITAL | <u>545.7</u> | | | | | |
|---------|--------------|--|--|--|--|--|

| | | | | | | |
|---------|--|--|--|--|--|--|
| REVENUE | | | | | | |
|---------|--|--|--|--|--|--|

FUNDING: (Thousands of Dollars)

| | | | | | | |
|---------------------|--------------|--|--|--|--|--|
| General Fund | | | | | | |
| State/Federal Funds | | | | | | |
| Other | <u>545.7</u> | | | | | |
| TOTAL | <u>545.7</u> | | | | | |

POSITIONS:

| | | | | | | |
|-----------|--|--|--|--|--|--|
| Full-Time | | | | | | |
| Part-Time | | | | | | |
| Temporary | | | | | | |

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: Cherianne Stewart DATE: _____
 APPROVED BY: _____ DATE: 12/2/2020

Matanuska-Susitna Borough
(For West Lakes Fire Service Area)
350 East Dahlia Avenue
Palmer, Alaska 99645



Date: November 13, 2020

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 Tanker, complete with Freightliner chassis per attached specifications. | \$545,744.00 each |
| Additional Note: Price Includes a deduct of <\$13,930.00> will be applied for 100% pre-payment within 15 days of Contract Signing. This includes the Chassis Interest Discount. | |
| Gross due upon completion and delivery total | TOTAL \$545,744.00 |

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 360 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 150 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
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WYOMING, MINNESOTA 55092
P: 651.462.1000

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

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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: 

Brenden Feist
11/13/20

_____ 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

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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AM 20-137



PURCHASE ORDER

| Purchaser | | SUPPLIER | |
|-------------------|------------------------------------|-------------------|-----------------------------------|
| Member # | | Contract # | Sourcewell Contract #: 022818-RSB |
| Purchaser: | Matanuska-Susitna Borough | Supplier: | Rosenbauer South Dakota, LLC |
| Address 1: | (For West Lakes Fire Service Area) | Address 1: | 100 3rd Street |
| Address 2: | 350 East Dahlia Avenue | Address 2: | |
| City, State, Zip: | Palmer, Alaska 99645 | City, State, Zip: | Lyons, SD 57041 |

| | | | |
|------------------------|------------|----------------------------|-----|
| Purchase Order Number: | | Delivery in Calendar Days: | 360 |
| Date: | 11/13/2020 | | |

| Quantity | Description | Price | Price (Extended) |
|---|--|--------------|------------------|
| 1 | One (1) Rosenbauer Tanker, complete with Freightliner chassis per attached specifications. | \$545,744.00 | \$545,744.00 |
| | | | |
| | | | |
| | | | |
| Additional Note: Price Includes a deduct of <\$13,930.00> will be applied for 100% pre-payment within 15 days of Contract Signing. This includes the Chassis Interest Discount. | | | |
| TOTAL | | | \$545,744.00 |

| | |
|--------|--|
| NOTES: | |
|--------|--|

| | |
|---------------------|------------------------|
| Rosenbauer Dealer : | General Fire Apparatus |
| Salesperson: | Brenden Feist |
| Signature: | 11/13/20 |

| | |
|-------------|---------------------------|
| Purchaser: | Matanuska-Susitna Borough |
| Print Name: | |
| Title: | |
| Date: | |
| Signature: | |

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APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

- RBM Chassis 0-60 days
- RBA Aerial 0-60 days
- Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

- RBM Chassis 61-75 days
- RBA Aerial 61-75 days
- Rosenbauer Body 61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

- RBM Chassis 76-120 days
- RBA Aerial 76-120 days
- Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

- RBM Chassis After 120 days
- RBA Aerial After 120 days
- Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

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