



cityofnovi.org

CITY of NOVI CITY COUNCIL

**Agenda Item 5
January 7, 2008**

SUBJECT: Approval to award vehicle bid to Halt Fire, Inc. for two fire apparatus: One Pierce Arrow XT Pumper for \$410,356 and one Medtec Ambulance model AD-170 (medium duty) for \$219,793

SUBMITTING DEPARTMENT: Fire

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$630,149
AMOUNT BUDGETED	\$660,000
APPROPRIATION REQUIRED	Additional amount for equipment will be needed (approximately \$20,000 and will be included in the 2008-9 budget after delivery of the pumper)
LINE ITEM NUMBER	101-337.00-979.000

BACKGROUND INFORMATION:

The Novi Fire Department tried a different approach to this RFP. In conjunction with the City of Novi Finance Department, we partnered with the Brighton Area Fire Authority, Dearborn FD and Ypsilanti FD to form a consortium for bids. The strategy of all four communities was maximization of savings through a comprehensive group bid process. Multiple meetings resulted in an RFP representing all four communities. The RFP was mailed on November 16, 2007 to thirteen (13) vendors, however only one bid was submitted.

A previous quote from Halt Fire, Inc. for an engine similar to the recently acquired Engine 1 was \$420,000 which included a normal 3% price increase and a premium for the new EPA compliant diesel motor. The lone bid submitted on December 3 reflected the economies of scale with a price of \$410,365 providing three (3) or more municipalities formally commit to the purchase. The Brighton Area Fire Board has already approved funding for two (2) pumpers. The City will enter into an agreement with Halt Fire, Inc. and a contract with Pierce for the pumper similar to the purchase of Engine 1. The attached contract is subject to the City Attorney's review.

In addition, the recommendation is to award the purchase of a medium duty Medtec squad, also to be purchased from Halt Fire, Inc. in the amount of \$219,793.

RECOMMENDED ACTION: Approval to award vehicle bid to Halt Fire, Inc. for two fire apparatus: One Pierce Arrow XT Pumper for \$410,356 and one Medtec Ambulance model AD-170 (medium duty) for \$219,793

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

PROPOSAL FOR FURNISHING FIRE APPARATUS

December 3, 2007

City of Novi Fire Department
42975 Grand River Avenue
Novi, MI 48375

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ArrowXT Pumpers as per advertised specifications with clarifications. \$ 420,356.00

Bid pricing is as follows:

1. \$420,356.00 - please deduct an additional \$10,000.00 from price if three (3) or more municipalities award their bids to Pierce.

***NOTE: Please see "PRE-PAYMENT" section in the bid binder for additional savings.

Multi-Purchase Discount (3 or more municipalities purchase) -10,000.00
Total \$ 410,356.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 143-165 working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at

TERMS: Net due at final inspection trip @ Pierce Manufacturing, Inc.
If the final payment is not paid within terms, please add \$75.00 per day until payment is paid in full.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

PIERCE MANUFACTURING, INC.

By: Todd Lincoln & Richard Cheate
SALES REPRESENTATIVE





CONTRACT

THIS AGREEMENT, made by and between Pierce Manufacturing Inc., Appleton, WI, first party, and the City of Novi Fire Department by its authorized representative, second party

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Pierce Proposal, the Pierce Proposal will prevail. The standard Pierce Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

Fourth. The said apparatus and equipment shall be ready for delivery from Appleton Wisconsin within 210 days after the receipt and acceptance of this contract. The first party shall not be deemed in default for any causes beyond its reasonable control and not occasioned by its negligence, including, but not limited to, civil wars, insurrections, strikes, riots, acts of terrorism, 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, or failure of vendors to perform their contractual obligations. The said apparatus and equipment shall be delivered to said party of the second part at Novi Fire Department, Novi Michigan.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of Four Hundred Ten Thousand Three Hundred Fifty Six Dollars (\$ 410,356.00)

****Contract total includes the additional \$10,000.00 discount provided three (3) or more communities purchase from Pierce.**

****Pre-payment Options - please see details in "PRE-PAYMENT OPTION" section in the bid binder and indicate if any of the pre-payment option should be included with this contract.**

Terms: Net due at final inspection (Appleton, WI).

Please add \$75.00 per day (until payment is paid) if payment is not paid within terms.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Appleton, Wisconsin. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with contract specifications.

Eighth. It is agreed that the Manufacturer's Statement of Origin ("MSO") for the apparatus and equipment covered by this contract shall remain in the possession of the first party until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then the MSO for each piece shall remain in the possession of the first party until the above listed price for such piece has been paid in full, and, in case of any default in payment, the first party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

Ninth. This contract to be binding must be signed and approved by an officer of Pierce Manufacturing Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this ____ day of _____, _____.

PIERCE MANUFACTURING INC.

By _____

Date of Acceptance _____

CUSTOMER

By _____ (Seal)



HALT FIRE
INCORPORATED

Heroes.
They Deserve the Best.

Deputy Chief Jeff Johnson
City of Novi Fire Department
42975 Grand River Ave.
Novi, MI 48375

December 3, 2007

Medtec Ambulance Corporation, Inc. is offering a Medtec AD-170 model ambulance on an International 4300LP chassis. The proposal text and drawings are provided for detailed explanation of our bid proposal.

The proposal, following your requested format, is as follows:

The price for one (1) new Custom built ambulance module constructed on customer provided International 4300 LP chassis: **\$219,793.00.**

Build time is based on chassis availability; usual build time for this model with the custom configuration is 220 days. Apollo Fire Equipment requires an additional 7 days to install the preferred compressed air foam system in Romeo, MI.

While not required, pre-payment discounts are available and applied as a discount on the contract amount. You may pre-pay for the chassis or for the entire ambulance. For more information regarding the pre-payment options please contact your Medtec sales representative.

Thank you for your consideration of Medtec Ambulance Corporation's proposal.

Respectfully Submitted,

Edwin L. Miller

Edwin L. Miller
Sales Representative
Halt Fire, Inc.

50168 W. Pontiac Trail • Unit 6
Wixom, MI 48393

Office: 248.669.0800

Facsimile: 248.669.8120



MEDTEC
AN OSHKOSH TRUCK CORPORATION COMPANY