



**CITY OF NOVI CITY COUNCIL
JULY 31, 2023**

SUBJECT: Consideration of approval to purchase a 2026 Sutphen custom pumper from Sutphen Corporation for the Novi Fire Department, through the Sourcewell competitive purchasing contract, in the amount of \$1,324,168.99 and purchase the Lucas Chest compression system from Stryker an authorized sole sourced dealer in the amount of \$19,234.20 and amend the budget.

Submitting department: Public Safety - Fire Department
Department of Public Works - Fleet Division

EXPENDITURE REQUIRED	\$ 1,324,168.99 2026 Sutphen custom pumper \$ 19,234.20 Lucas 3 Chest Compression System \$ 1,343,403.19
AMOUNT BUDGETED	\$ 1,140,390.00
APPROPRIATION REQUIRED	\$ 203,014.00 2026 Sutphen custom pumper
LINE ITEM NUMBER	401-336.00-979.006 FIR029 Engine (replace#322)

BACKGROUND INFORMATION:

The new 2026 Sutphen pumper will be replacing the #322 2008 Pierce Pumper Engine with 107,676 miles. The new Fire engine comes with a foam proportioning system that is suitable for all types of Class A & B foams for quicker fire knock-down, extinguishment, and the availability of the mounted and portable hydraulic rescue tools. The Engine will be equipped with an enclosed 6-person cab, a 1,250-gallon per minute Class "A" single stage centrifugal type pump, a 1,000-gallon water tank, a full complement of ground ladders, and all required equipment including hoses, nozzles & appliances, emergency warning devices, hand tools, power tools, EMS (BLC) equipment, and all miscellaneous tools & equipment.

This purchase was pushed back a year due to COVID-19 reductions in fiscal year 2020-2021. The fire truck is identical in specifications to the 2021-2022 & 2022-2023 fiscal year fire trucks that were purchased. The \$183,779.00 is a 14% increase to the budgeted amount, required to cover costs for materials and equipment due to market demands. This significant increase is also due to the quoted truck being built in 2026 with an approximate delivery time of 37-43 months from the date of a Purchase Order.

The Lucas 3 Chest Compression System is a fully automatic compression unit to assist police, fire, and EMS personnel with high quality compressions during a cardiac arrest. The system is fully automatic, which will help reduce personnel fatigue from providing compressions on a cardiac arrest and create high quality compression for the duration of the call for service. This is the same unit as our partners at Superior EMS currently utilize on their advanced life support ambulances. Keeping with the same unit will help streamline training for all of our personnel. The unit cost is \$19,234.20.

RECOMMENDED ACTION: Approval to purchase a 2026 Sutphen custom pumper from Sutphen Corporation for the Novi Fire Department, through the Sourcewell competitive purchasing contract, in the amount of \$1,324,168.99 and purchase the Lucas Chest compression system from Stryker an authorized sole sourced dealer in the amount of \$19,234.20 and amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Pumper replacement (#322) is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fund	
APPROPRIATIONS	
Capital Outlay	203,014
TOTAL APPROPRIATIONS	<u>\$ 203,014</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (203,014)</u></u>

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on July 31, 2023

Cortney Hanson
City Clerk



PROPOSAL

TO THE:

Novi Fire Department
Attn: Chief Jeffrey Johnson
42975 Grand River Ave
Novi, MI 48375

DATE: June 21, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty Custom Pumper Complete and Delivered for the
Total Sum of\$1,324,168.99**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **37-43** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,

Rudy Cervantes
Apollo Fire Equipment and Repair
Authorized Representative for Sutphen Corporation
rcervantes@apollofire.com
734-634-2922

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 21st day of June, 2023 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Novi Fire Department of Oakland County, MI, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of ONEMILLIONTHREEHUNDREDTWENTYFOURTHOUSANDONEHUNDREDSIXTYEIGHTDOLLARSANDNINETYCENTS (\$1,324,168.99) based on 100% payment made within 30 days of contract signing.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 42975 Grand River Ave, Novi, MI 48375 within approximately 37-43 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen 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 theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

PURCHASER

By _____
Sales Representative

THE _____

By _____

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

Title _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____



LUCAS

Quote Number: 10737712
 Version: 1
 Prepared For: CITY OF NOVI
 Attn:

Rep: Jamie Smith
 Email: jamie.smith@stryker.com
 Phone Number:
 Mobile: (269) 303-1257
 Service Rep: Jeff Drew
 Email: jeff.drew@stryker.com

Quote Date: 07/14/2023
 Expiration Date: 08/13/2023
 Contract Start: 07/14/2023
 Contract End: 09/30/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$16,032.02	\$16,032.02
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,181.80	\$1,181.80
3.0	11576-000071	LUCAS External Power Supply	PCE	1	\$373.92	\$373.92
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$703.00	\$703.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	PK	1	\$430.00	\$430.00
6.0	11576-000050	LUCAS Patient Wrist Straps (1 Pair)	PCE	1	\$104.88	\$104.88
7.0	21576-000074	LUCAS Stabilization Strap	PCE	1	\$92.72	\$92.72
Equipment Total:						\$18,918.34

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$315.86
Grand Total:	\$19,234.20

Prices: In effect for 30 days

Terms: Net 30 Days



LUCAS

Quote Number: 10737712
Version: 1
Prepared For: CITY OF NOVI
Attn:

Rep: Jamie Smith
Email: jamie.smith@stryker.com
Phone Number:
Mobile: (269) 303-1257
Service Rep: Jeff Drew
Email: jeff.drew@stryker.com

Quote Date: 07/14/2023
Expiration Date: 08/13/2023
Contract Start: 07/14/2023
Contract End: 09/30/2024

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.