

RESOLUTION NO. 5264

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO USE THE CITY'S IN-LIEU PURCHASE
EXCEPTIONS AND EXECUTE A CONTRACT WITH SMEAL FIRE APPARTATUS
COMPANY FOR THE PURCHASE OF A 2017 TYPE I FIRE ENGINE AT A COST OF
\$532,617.70 USING HGACBuy COOPERATIVE PURCHASING PROGRAM AND
ALLOCATING FUNDING THEREFORE**

WHEREAS, the City's current reserve Fire Engine (E-137) is at the end of its useful service life and needs to be replaced; and

WHEREAS, the City must keep at least two Type I fire engines to maintain its current Insurance Service Organization (ISO) rating; and

WHEREAS, Staff is recommending the purchase of a new Type 1 Engine, retention of Engine E-37 and disposition of E-137 in accordance with FEMA AFG grant guidelines; and

WHEREAS, there is adequate funding for the purchase of a new fire engine using the FEMA AFG grant (\$342,182.00) and a loan from the city's water and/or wastewater enterprise fund (\$190,435.70); and

WHEREAS, the City has determined that this funding arrangement is the most economical means for providing the Fire Engine to the City; and

WHEREAS, Smeal Fire Apparatus Company has submitted a proposal for construction of a Type 1 Engine; and

WHEREAS, in accordance with the City of Soledad In-Lieu Purchase Exception, set forth in Municipal Code Section 3.24.040(C), the City may dispense with routine bidding procedures upon making a series of findings, and the City Manager and /or Staff have determined: 1) that the use of said exception for the proposed purchase of a Type I Fire Engine is appropriate; 2) that the bid for the purchase of the Fire Engine, in this case HGACBuy, was made within the previous twelve months, (The current contract FS12-15 runs from 12/1/15 thru 11/30/17); 3) that there has been no significant change in the price of the requested equipment since the time of the original contract HGACBuy bid; 4) that regional variations in vendor sites will not have a significant impact on the identified purchased price; 5) that the bids provided by Smeal Fire Apparatus Company as part of the HGACBuy bidding process were the lowest responsible bids or equivalent thereto for the purchase of the Fire Engine in question; and

WHEREAS, the purchase price of the Smeal Type I Fire Engine is \$532,617.70 (including sales tax \$43,290.70 and performance bond \$3528.00)

WHEREAS, Staff is recommending that Council approve and authorize the purchase of this vehicle from Smeal Fire Apparatus Company through HGACBuy.

NOW THEREFORE, BE IT HEREBY RESOLVED,

1. All of the recitals set forth above are true and correct to the best of its knowledge, and by this reference are incorporated herein as findings.
2. The Council hereby authorizes the City Manager to dispense with normal bidding procedures pursuant to Soledad Municipal Code Section 3.24.040 (C) based on the findings set forth above.
3. The Council authorizes the purchase of one 2017 Type I Fire Engine, in the Amount of \$532,617.70 from Smeal Fire Apparatus Company using HGACBuy cooperative purchasing program. The City Manager is hereby authorized and directed to take any and all actions and to execute and deliver any and all agreements, documents and/or certificates necessary in order to carry out the terms of this Resolution. All such actions are hereby ratified, confirmed and approved.
4. The Council authorizes a loan from the Water Enterprise Fund in the amount of \$190,435.70 as the City's match to the FEMA AFG Grant for the total purchase price of \$532,617.70 for the Type 1 Fire Engine. The term of the loan will be 10 years, with interest at .75% (the current minimum Local Agency Investment Fund rate), with annual principal and interest payments of approximately \$20,000. Staff is directed to memorialize this loan and to make necessary budget adjustments.

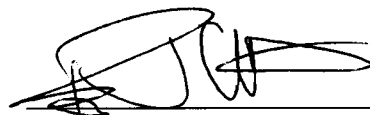
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th of January, 2017 by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Anna M. Velazquez, Carla A. Stewart, Mayor Pro Tem Alejandro Chavez, and Mayor Fred J. Ledesma

NOES, Councilmembers: None

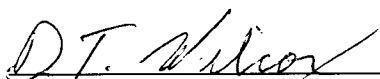
ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

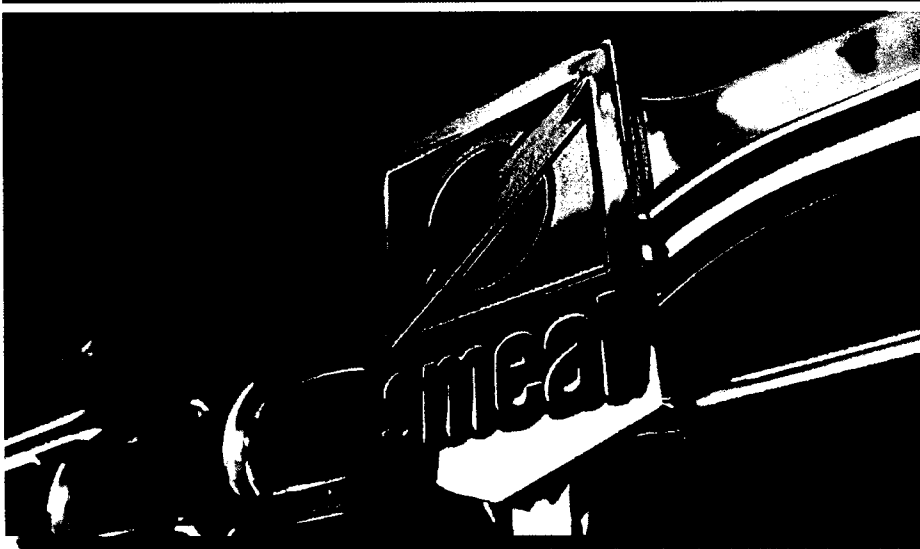
ATTEST:



DONALD WILCOX, Interim City Clerk

BID PROPOSAL

City Of Soledad
248 Main Street/PO Box 156
Soledad, Ca 93960



SMEAL FIRE APPARATUS CO.

610 West 4th Street
Snyder, NE 68664

402.568.2224

www.smeal.com

WE BUILD RESPECT.



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SNYDER, NEBRASKA 68664

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Smeal Fire Apparatus



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WE BUILD RESPECT.

Assistant Chief Owens
Soledad Fire Department
525 Monterey St.
Soledad, Ca 93960

12/5/2016

Dear Assistant Chief Owens,

We are pleased to offer the attached proposal package. We would like to thank you for the opportunity for allowing us to supply you with this information.

As you may already be aware, Smeal Fire apparatus Co. has been in business since 1964 developing, designing and manufacturing the highest quality aerials, platforms and pumper apparatus on the market today. We have a proven track record in many communities ranging from the small run volunteers to the high run large municipalities. Our apparatus are built with pride and integrity every day.

We can assure that you will be pleased with not only the end product but the process involved from start to finish in the manufacturing of your apparatus.

Please call me at 402-719-1242 or e-mail me at scottfasfire@gmail.com if I can be of assistance.

Sincerely,

Scott Beck

Fire Apparatus Solutions

Scott Beck

Smeal Fire Apparatus



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WE BUILD RESPECT.

PROPOSAL
(General)

Date: 12/5/2016

Dear Assistant Chief Owens:

In strict accordance with the provisions of the Houston-Galveston Area Council of Governments Bid No: FS12-15, we hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

One Spartan/Smeal Urban Interface Engine SO # 4662, per attached Specifications, FOB Soledad, Ca

For the Pre Taxed Sum of: Four Hundred Ninety Thousand, Three hundred Twenty Seven Dollars and Zero Cents.

Unit Cost	\$ 479,972.00
Optional Equipment Cost	\$ 6,827.00
Performance Bond Cost	\$ 3,528.00

Dollars \$ 490,327.00

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to be Complete on or before August 10th, 2017. If apparatus is not complete on or before this date the manufacture with incur a \$150 dollar a day penalty. The receipt and approval of all submitted documents affiliated with order placement with Smeal Fire Apparatus Co., properly executed, subject to all causes beyond our control.

1. Sales Tax Rate of 8.625% is not figure in the above pricing. Sales Tax shall be applied to the final invoice. If the Sales Tax rates change from the time of invoice the new rate shall be applied.
2. The Cost of Final inspection Trip for (2) Fire Department Representatives is included in the sale price of the Unit.
3. The Customer Optional equipment cost and performance bond cost have been

Smeal Fire Apparatus



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PROPOSAL
(General)

included in the pricing.

4. The Customer has approved change order #1, #2 and #3. These are changes to contact specifications.

The amount named in this proposal shall remain firm for a period of 60 days from the date of same. State taxes are not included in the above figure. Sales taxes rates are only estimates and have the ability to change. The customer shall be invoiced the state tax rates. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay delivery. It is understood by both the Buyer and the Seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

Smeal Fire Apparatus



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WE BUILD RESPECT.

PROPOSAL
(General)

This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond Required:

Performance Bond NOT required.

Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Fire Apparatus Co. only and delivered to Seller at its offices in Snyder, Nebraska. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Fire Apparatus Co. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,

We agree to accept the above proposal:

x Scott Beck

x D.T. Wilcox

SMEAL FIRE APPARATUS CO.
C/O: Fire Apparatus Solutions
C/O: Scott Beck

Donald T Wilcox
(Printed Name) Interim City Mgr.

Date: 12/5/2016 (mmddyy)

Date: 1/4/16 (mmddyy)

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WE BUILD RESPECT.

SALES CONTRACT

(Standard)

This Sales Contract is made and entered into by and between Smeal Fire Apparatus Co. of Snyder, Nebraska, Seller and The Soledad Fire Department, Buyer, in strict accordance with the provisions of the Houston-Galveston Area Council of Governments Bid No: FS12-15.

PRODUCT DESCRIPTION:

One Spartan/Smeal Urban Interface Engine SO #4662, per attached Specifications, FOB Soledad, Ca

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the apparatus described in the Smeal Fire Apparatus Co. Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Sales Contract shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.
2. **COMPLETION.** The Smeal Fire Apparatus Co. supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed in Snyder, Nebraska on or before August 10th 2017 or \$150 dollar a penalty shall be enforce, after written acceptance of this Sales Contract by the Seller, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance will delay delivery.
3. **SPECIFICATIONS.** The attached Smeal Fire Apparatus Co. Proposal, shall control the construction of the apparatus and be binding upon both Buyer and Seller, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Buyer's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail. The Customer Authorizes change order #1, #2 and #3 which will be applied to the specifications.

4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

See attached at warranty documents

(Copies may be attached.)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:

Performance Bond NOT required.

Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

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WE BUILD RESPECT.

SALES CONTRACT

(Standard)

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. **LIMITATION OF REMEDIES.** In no event shall Seller be liable for special, incidental, or consequential damages nor for any damages which exceed the purchase price of the apparatus.

7. **PRICE.** Buyer agrees to pay the Pre-taxed sum of: Four Hundred Ninety Thousand, Three hundred Twenty Seven Dollars and Zero Cents.

Unit Cost	\$ 479,972.00
Optional Equipment Cost	\$ 6,827.00
Performance Bond Cost	\$ 3,528.00
	Dollars \$ 490,327.00

State taxes are not included in the purchase price. State taxes are only and estimate and have the ability to change. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards) such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard (s).

PAYMENT. The purchase price shall be paid in the following manner:

1. Payment of shall be made at final inspection.

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SALES CONTRACT

(Standard)

2. Sales Tax Rate of 8.625% is not figured in the above pricing. Sales tax shall be applied to the final invoice. If the Sales Tax rates change from the time of invoice the new rate shall be applied.

All checks must be made payable to Smeal Fire Apparatus Co. only and delivered to Seller at its offices in Snyder, Nebraska. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Fire Apparatus Co. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

SELLER'S REPRESENTATIONS. All representations made and/or actions taken by a dealer or agent either before or after execution of this Sales Contract are not binding on the Seller. This Sales Contract in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

8. **BUYER'S REPRESENTATIONS.** Buyer is a, City and has the power and authority to enter into this Sales Contract and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Buyer and is the valid, enforceable and binding obligation of Buyer; and Buyer represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Sales Contract. Buyer represents that the individuals listed below have authority to sign all documents including but not limited to, all *Change Orders* on behalf of Buyer.

9. **DELAY ON PERFORMANCE.** Seller's Performance under this Sales Contract is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

Smeal Fire Apparatus



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SALES CONTRACT

(Standard)

10. **TESTING.** In the event Buyer wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Buyer fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.
11. **TITLE.** All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/ or considered as rental for the use of the apparatus up to date of taking possession.
12. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to this Sales Contract:
 - a. **Entire Agreement.** This Sales Contract, and the specifications and warranty attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Sales Contract shall be binding upon either Seller or Buyer unless reduced to writing and signed by them.
 - b. **Severability.** If any term, covenant or condition of this Sales Contract, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Sales Contract or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sales Contract shall be valid and enforceable to the fullest extent permitted by law.
 - c. **Binding Effect.** This Sales Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Sales Contract has been duly executed by the parties hereto on the date set forth opposite their name.

Smeal Fire Apparatus



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SALES CONTRACT

(Standard)

To be completed by the Authorized Smeal Distributor

By: x Scott Beck

Date: 12 / 5 / 2016

Fire Apparatus Solutions
Scott Beck

Mailing Address of customer: Soledad Fire Department
525 Monterey St.
Soledad, Ca 93960

Smeal Fire Apparatus



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SALES CONTRACT

(Standard)

To be completed by the Purchasing Entity

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Attests: _____ Date: ____/____/____

Smeal Fire Apparatus



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SALES CONTRACT

(Standard)

To be completed by Smeal Fire Apparatus Co.

By: _____ Date of Acceptance: ____/____/____

Smeal Fire Apparatus Co.
Mark Denniston Huber, President

Attests: _____ Date: ____/____/____

