

**CITY OF PALMER
ACTION MEMORANDUM NO. 14-065**

Subject: Authorize the City Manager to Negotiate and Execute an Agreement with Rosenbauer South Dakota LLC in an Amount Of \$1,084,269 to Purchase a New Fire Aerial Platform Apparatus

Agenda of: October 14, 2014

Council Action: Authorized _____

Approved for presentation by:

City Manager Joseph A. Hannon
City Attorney [Signature]
City Clerk [Signature]

Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>1,084,269</u>
This legislation (✓):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>1,084,269</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> Funds are budgeted.	
Funds are budgeted from this (these) line item(s):	
a) ➤ 09-10-01-6253	\$ <u>1,084,269</u>
b) ➤	\$ _____
a) Funds originally budgeted in line item :	\$ <u>1,800,000</u>
Difference in budgeted funds:	\$ <u>675,103</u>
b) Funds originally budgeted in line item :	\$ _____
Difference in budgeted funds:	\$ _____
<input type="checkbox"/> Funds are not budgeted.	
Budget amendment required in the total amount of:	\$ _____
Affected line item(s):	
➤	\$ _____
➤	\$ _____
➤	\$ _____
<input type="checkbox"/> General fund unassigned balance (after budget modification)	\$ _____
<input type="checkbox"/> Enterprise unrestricted net position (after budget modification)	\$ _____
Director of Finance signature certifying funds:	<u>[Signature]</u>

Attachment(s):

- Advertisement
- Bid Tabulation
- Notice of Intent to Award
- Pierce and Rosenbauer cover letters

Summary statement: On May 25, 2014, the City of Palmer went out to bid for a new Fire Aerial Platform Apparatus. The bid was advertised in the Frontiersman on May 25 and June 1, 2014. On July 31, 2014 at 2:00 PM, a bid opening was held in the Palmer City Council Chambers. There were two bidders: Pierce Manufacturing Inc. of Appleton, Wisconsin, and Rosenbauer South Dakota, LLC, of Lyons South Dakota.

The bids were evaluated by a seven member panel including senior members of Palmer Fire & Rescue and a City fleet mechanic. Six members of the panel evaluated the bids without knowledge of the cost proposals. The Fire Chief added the price proposal into his evaluation. The panel unanimously agreed that the submittal from Rosenbauer South Dakota, LLC is the preferred proposal.

Per PMC 3.21.190, the administration sent both proposers a Notice of Intent to Award the bid to Rosenbauer. The City did not receive a bid protest. Rosenbauer estimates a build time of 365 days from the date of Notice to Proceed.

Grant funding in the amount of \$1,800,000 for this apparatus is from the State of Alaska Department of Commerce, Community and Economic Development (DCCED) under grant number 14-DC-124. The administration has already begun purchasing equipment for this apparatus. There is a balance of \$675,103 remaining in the grant. Resolution number 13-023 accepting and appropriating this grant specified that these funds were for "Aerial or Platform Firefighting Apparatus and Equipment." The aging equipment on the current ladder truck dates back to its purchase in 1984.

The majority of the residual funds are being used to purchase new equipment for the apparatus, including Self-Contained Breathing Apparatus (SCBA); radio communications equipment; fire suppression equipment to include hoses, nozzles, and appliances; forcible entry equipment; salvage and overhaul tools; thermal imaging cameras; rope rescue tools and equipment; Hurst combination rescue tool (cutter-spreader); scene lighting; rapid intervention tools; power tools including saws and a cutting torch; multi-gas meters, tool-mounting equipment; and so forth. (Some of these items will be purchased in multiples.) After the purchase of tools and equipment, the administration will request DCCED permission to use residual funds on other public safety needs (such as turnouts).

Administration recommendation: Approve action memorandum 14-065.

ADVERTISEMENT

**City of Palmer
231 West Evergreen Ave.
Palmer, Alaska 99645**

ADVERTISEMENT

		DATE FOR ADVERTISEMENT	
		May 25, 2014	
		June 1, 2014	
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**City Of Palmer
REQUEST FOR BID #14-01PS
*Purchase Aerial Platform Fire Apparatus for Palmer Fire & Rescue***

The City of Palmer ("City") is soliciting bids to purchase an Aerial Platform Fire Apparatus for Palmer Fire & Rescue. The City of Palmer reserves the right to accept or reject any or all bids, waive any and all technicalities or informalities it deems appropriate.

Bid documents are available beginning **May 23, 2014** on line at www.cityofpalmer.org ("Bids and Proposals"). For information e-mail [Joan Patterson \(jpatterson@palmerak.org\)](mailto:jpatterson@palmerak.org).

Bids due: **July 31, 2014 @ 2:00 PM in the Palmer City Hall, 231 W. Evergreen Avenue, Palmer Alaska 99645.**

Bids must be received at the above address prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp as the bid is received at the above address.

Each sealed bid must be received before the date and time due and must be marked "Bid #14-01PS to be considered.

Persons needing accommodation in order to participate should contact the City of Palmer ADA coordinator at (907) 761-1302.

City of Palmer
Aerial Platform Master Score Sheet
Bid# 14-01PS

	Pierce	Rosenbauer	
Apparatus Quality	184.5	212.5	Eval 1
Service Capability	176	212.5	Eval 2
Warranty	201.5	212.5	Eval 3
	201	215	Eval 4
	206	209	Eval 5
	200.5	215	Eval 6
Average from above	194.92	212.75	
Cost	7	10	
References	15	15	
Reliability	10	8	
Overall score	226.92	245.75	



DEPARTMENT OF PUBLIC SAFETY

Police ... Fire ... Rescue ... Dispatch
Risk Management
Palmer Municipal Airport

Jonathan C. Owen

Director
City of Palmer
Mail: 231 W. Evergreen Ave.
Palmer, Alaska 99645
www.cityofpalmer.org

September 8, 2014

TO:

**Rosenbauer South Dakota, LLC
P.O. Box 57
Lyons, SD 57041**

**Pierce Manufacturing Inc.
P.O. Box 2017
Appleton, WI 54912-2017**

Thomas D. Remaley

Chief of Police
Location: 423 S. Valley Way
Phone: 907-745-4811
Fax: 907-746-2314

John D. McNutt

Fire Chief
Location: 645 E. Cope Industrial Way
Phone: 907-745-3854
Fax: 907-745-5443

TRANSMITTED VIA EMAIL

RE:

**NOTICE OF INTENT TO AWARD
Bid #14-01PS
Purchase of a Fire Aerial Platform
For Palmer Fire & Rescue**

This is the City of Palmer's Notice of Intent to Award Bid #14-01PS Purchase of a Fire Aerial Platform to Rosenbauer South Dakota, LLC at the Palmer Council meeting scheduled for 7:00 p.m., October 14, 2014, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

The bid proposals were evaluated by a seven member panel, consisting of senior members of Palmer Fire & Rescue and the City Fleet Mechanic. The panel unanimously agreed that the proposal from Rosenbauer South Dakota, LLC is the preferred proposal. The bid tabulations are posted at www.cityofpalmer.org/bids.

In accordance with Palmer Municipal Code 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this Notice of Intent to Award—in this case, by 4:00 PM, Thursday, September 11, 2014. Failure to meet this time line shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Thank you for your interest in doing business with the City of Palmer.

Sincerely,

Jonathan C. Owen

City of Palmer

To: CITY OF PALMER
231 W. EVERGREEN AVENUE
PALMER, ALASKA 99645

DATE: 7/25/2014

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Palmer, hereinafter called the BUYER and an officer of General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC hereinafter called the COMPANY, the following apparatus and equipment:

ROSENBAUER AERIAL PLATFORM APPARATUS BODY MANUFACTURED BY ROSENBAUER SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT	\$430,676.00
ROSENBAUER COMMANDER CHASSIS	\$335,052.00
ROSENBAUER AERIAL PLATFORM	<u>\$318,541.00</u>
TOTAL ...	\$1,084,269.00*

ONE MILLION EIGHTY FOUR THOUSAND TWO HUNDRED SIXTY NINE DOLLARS

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 365 days after receipt of and approval of this contract duly executed, 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. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

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, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

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 venued 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.

***NOTE: IF CHASSIS IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$12,000.00.**

***NOTE: IF AERIAL IS PAID FOR UPON ARRIVAL AT APPARATUS PLANT, DEDUCT \$6,000.00.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER: GENERAL FIRE APPARATUS, LLC

SALES REP: 
BRENDEN FEIST

BUYER:

We accept the above proposal and enter into contract with signature below.

_____ Title _____

_____ Title _____

_____ Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by General Fire Apparatus, Inc. and/or Rosenbauer South Dakota, LLC thereby putting the document in force.

_____ Title _____

_____ Date _____

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED



2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

July 31, 2014

City of Palmer Fire & Rescue
231 W. Evergreen Avenue
Palmer, AK 99645

Pierce Manufacturing, Inc. and Hughes Fire Equipment, Inc. are pleased to offer for your consideration the enclosed proposal for one (1) Fire Aerial Platform per your Bid #14-01PS.

The price for this Pierce Velocity 100' Platform AK504 is **\$1,216,799.00** F.O.B. Palmer, Alaska. The unit would be ready for pick up from the factory within 245 to 305 calendar days after execution of the contract.* Final payment is due 30 days after the unit leaves the factory for delivery.

**Please note: The delivery time referenced above indicates when the unit will be ready for delivery from the factory. This does not include the time it will take to transport the unit to the local dealer, complete the pre-delivery inspection and other items to satisfy contract requirements, and transport to the customer location. Delivery time is subject to change prior to contract execution.*

Price Recap

Description	Dollar Amount
One (1) Velocity 100' Platform AK504	\$1,216,799.00
Less Discount for Chassis Progress Payment in the amount of \$378,302.00	(11,349.00)
Less Discount for Aerial Device Progress Payment in the amount of \$301,345.00	(6,027.00)
Less Payment at time of Completion at the Factory Discount	(14,765.00)
Less 100% Pre-Payment Discount	(25,742.00)
<i>Subtotal including all pre-payment discounts</i>	\$1,158,916.00
Less Customer Transport Discount – Appleton, WI to Springfield, OR	(12,575.00)
Less Customer Transport Discount – Springfield, OR to Tacoma, WA	(2,800.00)
Less Customer Transport Discount – Tacoma, WA to Anchorage, AK	(7,776.00)
Less Customer Transport Discount – Anchorage, AK to Palmer, AK	(2,000.00)
Less Performance Bond Requirement	(3,280.00)
Total Unit Price Including all Available Discounts	\$1,130,485.00

Terms:

1,158,916.00

Chassis Progress Payment – If elected, payment will be due three (3) months prior to the ready for pick up from the factory date.

Aerial Device Progress Payment – If elected, payment will be due two (2) months prior to the ready for pick up from the factory date.

Payment upon Completion of the Unit at the Factory – If elected, final payment will be due prior to the unit leaving the factory for delivery.

100% Pre-Payment Discount – If elected, payment for the entire contract amount will be due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing will be due prior to the unit leaving the factory for delivery. If the City would like to consider a pre-payment of less than 100% the available deduction will be provided upon request.

Transportation Discount – This option is available for the City to transport the unit from the factory in Appleton, Wisconsin to Palmer, Alaska. The unit will be required to be delivered to a Hughes Fire Equipment facility for a pre-delivery inspection. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the City is responsible for compliance with all state, local and federal D.O.T. requirements including the driver possessing a valid CDL license.

Inspection Trips – Two (2) factory inspection trips for three (3) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. Airfare, lodging and meals while at the factory are included. A final inspection at the local dealer's location (Springfield, Oregon) is also included for one customer representative.

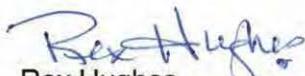
Hughes Fire Equipment, Inc., located in Springfield, Oregon, is the Pierce dealer for your territory and can be reached by calling 800-747-6510.

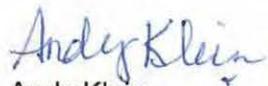
Pierce Manufacturing, Inc., a subsidiary of Oshkosh Corporation, has been in the manufacturing business since 1913 in Appleton, Wisconsin, and also has facilities located in Weyauwega, Wisconsin and Bradenton, Florida.

This proposal may be utilized for Cooperative Purchasing by other public agencies.

We would like to thank you for inviting us to submit a proposal for this equipment. If we can be of further assistance, please feel free to contact us.

Sincerely,


Rex Hughes
Sales Representative
Pierce Manufacturing, Inc.


Andy Klein
Sales Representative
Pierce Manufacturing, Inc.
AK/st



BID # 14-01PS

City of Palmer
Fire & Rescue

BIDDING AND CONTRACT DOCUMENTS FOR

Purchase of a Fire Aerial Platform for Palmer Fire & Rescue

OPENING DATE & TIME: July 31, 2014 @ 2:00 PM

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ADVERTISEMENT

**City of Palmer
231 West Evergreen Ave.
Palmer, Alaska 99645**

A D V E R T I S E M E N T

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Frontiersman		CONTRACT	May 25, 2014
		XXXXXXX	June 1, 2014
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**City Of Palmer
REQUEST FOR BID #14-01PS
*Purchase Fire Aerial Platform for Palmer Fire & Rescue***

The City of Palmer ("City") is soliciting bids to purchase a Fire Aerial Platform for Palmer Fire & Rescue.

Bid documents are available beginning **May 23, 2014** on line at www.cityofpalmer.org ("Bids and Proposals"). For information call (907) 745-3709, or e-mail Joan Patterson (jpatterson@palmerak.org).

Bids due: July 31, 2014 @ 2:00 PM in the Palmer City Hall, 231 W. Evergreen Avenue, Palmer Alaska 99645.

Bids must be received at the above address prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp as the bid is received at the above address.

Each sealed bid must be received before the date and time due and must be marked "Bid #14-01PS" to be considered.

Persons needing accommodation in order to participate should contact the City of Palmer ADA coordinator at (907) 761-1302.

The City of Palmer reserves the right to accept or reject any or all bids. Award of this project is subject to the availability of funding.

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully the Bidding Documents before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The City of Palmer assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.

If material required for bidding purposes by these documents is absent, the bidder is required to notify the Administrative Assistant by e-mail to Joan Patterson (jpatterson@palmerak.org).

02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify Joan Patterson (jpatterson@palmerak.org) promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing via email, to Joan Patterson (the only point of contact for the City in this matter) (jpatterson@palmerak.org) and shall arrive at least five (5) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the Purchasing Office. Addendum will be issued by e-mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual signature must sign each Bid in longhand, in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the City of Palmer bid number plainly marked on bottom left corner. Bids may not be faxed.

Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.

Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

04. DIRECTIONS FOR DELIVERY OF BIDS

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number "Bid #14-01PS", and delivered to:

City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645

05. BIDDERS CHECK LIST

A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

06. RECEIPT AND OPENING OF BIDS

Bids shall be submitted to the City of Palmer by or before the date and time of opening specified in the Invitation to Bid and the exact date and time of receipt of Bids will be recorded. Late Bids will not be considered. Time of Bid receipt will be determined by time stamp of the City Hall staff.

Facsimile or other electronic transmitted bids will not be considered. No liability will attach to the City of Palmer for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

Bids may be withdrawn on written or email request received from Bidder prior to the time specified for Bid opening.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

07. EVIDENCE OF QUALIFICATIONS

The City of Palmer reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the City of Palmer's sole discretion, if the Bidder is responsive and responsible. Past dealings with the City of Palmer and other government agencies will be considered in determining if the Bidder is a responsible Bidder.

Upon request of the City, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the City satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Agreement.

08. BIDDER QUALIFICATIONS

Before the Bid is considered for award, the City of Palmer reserves the right to determine whether or not a Bidder is responsive and responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant.

The City of Palmer shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel and financing.
- The Bidder's past performance under City of Palmer Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City of Palmer, the Bidder may be determined as a non-responsible Bidder.
- At all times the best interests of the City shall be recognized in awarding bids.

A Bidder's representations concerning their qualifications are material to this procurement and the agreement. A misrepresentation of a bidder's qualifications is a breach of the implied covenant of good faith and fair dealing and material to this procurement and contracts entered into thereto. Such misrepresentation at the City's sole discretion may subject the Bidder to rejection of its bid, cancellation of the contract, and any and all remedies available to the City at law and equity.

Any determination that a Bidder is non-responsive or non-responsible will be made by the City of Palmer. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

09. ACTION ON BIDS

The City reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding or award of the Agreement.

Unless otherwise stated in the Bidding Documents, a purchase order, if awarded, shall be issued to the responsible Bidder who submits the lowest responsive Bid. When the Bidding Documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

When the Bidding Documents contain a base bid and additive alternates, the low Bidder will be determined by the total of the lowest base bid and any alternates to be awarded. Additive alternates will be exercised at the option of the City. The City may select all, none, or any combination of Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

When the Bidding Documents contain deductive alternates, the low Bidder will be determined by the lowest base bid. If the lowest base bid exceeds the funds available, the low Bidder will be determined by the total of the base bid and any deductive alternates selected. The City may select all, none, or any combination of Deductive Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

On all Bids, Notice of Intent to Award or rejection will be given within sixty (60) days of Bid opening. The notice will be in writing and signed by the City of Palmer Public Safety Director. A Notice of Intent to Award, once the award is approved by the Palmer City Council, and no other act of the City of Palmer or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to perform on the resultant purchase order.

10. INSURANCE

See insurance requirements contained within the Terms and Conditions.

11. ESTIMATES OF QUANTITIES APPROXIMATE ONLY

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" given under the heading "Bid Form" are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

12. EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted shall be issued a purchase order. The Bidder shall furnish the required insurance within five (5) working days after Notice of Intent to Award is issued. The purchase order shall be considered fully executed when the City Manager signs the purchase order. The purchase order shall be governed by the terms and conditions set forth within this solicitation.

13. CONTRACTOR'S WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIAL PROVISIONS. This warranty shall require the Contractor to remedy promptly, without cost to the City, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship, or shipping. If the defect, in the opinion of the City of Palmer Representative, is of such nature as to demand immediate repair, the City of Palmer shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

14. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS

- A. No Agreement shall be awarded to any individual, firm, corporation, or business that is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the City of Palmer which has not been remedied within 10 calendar days of receipt of written notice.
- B. The Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the City of Palmer that is not remedied within 10 calendar days of notification by regular mail.
- C. The City of Palmer reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City of Palmer taxes, lease, rental agreement, or land sale payments.

15. BID PROTESTS

Within two days of service of the City of Palmer's determination of the apparent successful bid, a bidder who wishes to protest the determination shall lodge a protest with the City of Palmer. The protest shall be in writing to the City Manager, 231 W. Evergreen Avenue, Palmer, AK 99645 and must be received within 2 working days of the Notice of Intent to Award. For more information on protest procedures, see Palmer Municipal Code 3.21.290-340, available on line at www.cityofpalmer.org.

16. CITY OF PALMER BUSINESS LICENSE

City of Palmer Municipal Code 5.04.020 requires that all businesses conducting business within the boundaries of the City of Palmer have a current business license issued by the City of Palmer. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current City of Palmer Business License or proof that they have applied for one. Copies of this City of Palmer code and instructions on obtaining a business license may be obtained at the City of Palmer, 231 W. Evergreen Ave., Palmer AK 99645, Phone 907-761-1324 or at www.cityofpalmer.org

17. PROCEDURES FOR AWARD

Purchase Order(s) shall be awarded by written notice of intent to award to the successful Bidder subject to approval by the Palmer City Council.

18. LICENSE REQUIREMENTS

All Contractors and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska's licensing requirements for performing work under this contract.

19. DESCRIPTIVE LITERATURE

- A. "Descriptive literature" means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in this solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.
- B. Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in the solicitation for receipt of bids. Failure to submit descriptive literature on time may, at the discretion of City of Palmer, require rejection of the bid.
- C. The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation may, at the discretion of the City of Palmer, require rejection of the bid.

20. SPECIAL PROVISIONS

- A. Any bid not meeting the requirements of this Solicitation may be considered non-responsive.
- B. The Free On Board (F.O.B.) Destination for this solicitation is:

City of Palmer
645 E. Cope Industrial Way
Palmer, AK 99645

Any bid quoting other than F.O.B. Destination will be considered non-responsive.

- C. Bid may not be withdrawn for a period of sixty (60) days from the date of bid opening.
- D. Delivery is required within 275 days after receipt of order (ARO)

SECTION III

SPECIFICATIONS/SCOPE OF WORK

**SPECIFICATIONS ARE FOUND IN
ATTACHMENT**

SECTION IV

BID FORM

BID FORM

SOLICITATION #14-01PS

Purchase Fire Aerial Platform for Palmer Fire & Rescue

Provide all personnel, material, supplies, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work or specifications entitled *Bid 14-01PS Purchase Fire Aerial Platform for Palmer Fire & Rescue*

Basic Bid Amount	\$ _____
100% Pre-Pay of Body <i>Deduct</i> (if offered)	\$ _____
75% Pre-Pay of Body <i>Deduct</i> (if offered)	\$ _____
50% Pre-Pay of Body <i>Deduct</i> (if offered)	\$ _____
100% Pre-Pay Amount on Chassis (if offered)	\$ _____
% Interest paid on Pre Pay Amount (if offered):	\$ _____
Number of days interest on prepayment (if offered):	_____
DAYS TO DELIVERY (ARO)	_____
Additional credit if balance is paid prior to delivery	\$ _____
Final Delivered Price (Including all Prepays & Credits)	\$ _____

The City of Palmer understands that interest on pre-paid funds if offered, is based on a delivery date. For the purpose of comparison of bids, use 240 days for the calculation of interest.

SIGNATURE

DATE

Company Name

BID FORM CONTINUED ON THE FOLLOWING 1 PAGE(S)

SOLICITATION 14-01PS

Purchase Fire Aerial Platform for Palmer Fire & Rescue

By signing below, the Bidder is hereby certifying to the following –

1. The Bidder has carefully examined the bid documents for solicitation number **14-01PS Purchase Fire Aerial Platform for Palmer Fire & Rescue** and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the City of Palmer.
5. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

Addenda numbers being acknowledged: _____

Company Name

Date

Mailing Address

Signature

City, State and Zip Code

Printed (or typed) Name

Contact Person (printed or typed)

Title (printed or typed)

Phone Number

Email Address

<p>It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening.</p>	<p>To be considered responsive, Bidders should include the following with their bid:</p> <ul style="list-style-type: none"> ✓ Signed Bid Form (acknowledging Addenda if applicable) ✓ Descriptive Literature ✓ Any other items requested within the Instruction to Bidders & Scope of Work
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SECTION V

TERMS AND CONDITIONS

CONTRACT TERMS AND CONDITIONS

Section headings are for purposes of convenience only and are not intended to form a part of nor to be used for interpretation of the text hereof, nor are any provision listed in any particular order of precedence. By the acceptance of this Purchase Order and/or commencement of performance for Goods, Seller agrees that the following terms and conditions apply to this contract.

01. DEFINITIONS

- a) "Buyer" shall mean the City of Palmer.
- b) "Seller" shall mean the person or entity signing this Contract to supply the Goods required by the Buyer.
- c) "Contract" shall mean all terms and conditions, exhibits, amendments, modifications or other such documents set forth herein which shall govern the performance of the Seller. The term "Contract" and "Purchase Order" are interchangeable.
- d) "Goods" shall mean the material and/or equipment to be provided by Seller, as described by Buyer, and any additional material and/or equipment as may be required in connection with this Contract.
- e) "Destination" shall mean the area or location designated by the Buyer to which Goods shall be delivered.

02. RELATIONSHIP OF PARTIES

Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of the Buyer. All benefits, coverage's and claims of its employees shall be the sole discretion of the Seller. Unless specifically authorized in writing by the Buyer, Seller shall have no authority to make commitments of any kind on behalf of the Buyer.

03. INTEREST OF MEMBERS OF THE CITY OF PALMER AND OTHERS

No officer, member, or employee of the City of Palmer, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Supply and Purchase Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this Supply and Purchase Contract.

04. CONFLICT OF INTEREST

The Seller, all employees of the Seller, contractors and other personnel employed by the Seller providing materials or services under this Supply and Purchase Contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Seller and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Seller covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required to be performed under this contract. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed.

05. RISK OF LOSS

Notwithstanding any agreement with respect to deliver terms or payment of transportation charges, Seller shall bear risk of loss or damage as to Goods rejected by Buyer or as to which acceptance has been revoked. Further, until delivery of Goods, including related services and information, risk of loss, regardless of cause, is Seller's responsibility.

06. WARRANTY

Seller warrants that the Goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer in connection with this Contract, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller further warrants that it has secured Buyer's right to own, sell or use Goods delivered under this Contract. Such warranty, together with service warranties, guarantees and other express or implied warranties, shall run in favor of the Buyer and shall survive any inspection, delivery or payment of and for the Goods. Seller will be responsible for all damages and costs incurred by Buyer arising out of or in connection with any breach of warranty. For purposes of this Contract, Goods shall include any documentation, such as quality control or test records, certificates of compliance that may be specified in connection with the Contract or are customarily furnished in the trade.

07. REMOVAL OF DEFECTIVE MATERIAL

Seller will promptly remove, and replace at the Buyer's sole discretion, any material that the Buyer designates as nonconforming or defective.

08. BUYER SUPPLIED PROPERTY

Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, copying equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Contract. Seller shall hold and maintain any such items at its risk and expense shall keep such items insured at its expense while in its custody or control in an amount equal to the replacement cost thereof with loss payable to the Buyer and shall not use such items except in performance of this Contract. All such items shall be delivered to the Buyer upon demand in the same condition as when received, except for reasonable wear and tear and except to the extent such items have been incorporated into Goods delivered to Buyer or consumed in the normal performance of this Contract.

09. DRAWINGS, DATA AND MANUALS

Seller will supply proper operating, training, maintenance, installation drawings, technical data and any other documentation that is required by the contract documents.

Seller shall submit any drawings, technical data or other such documents required for performance of this Contract for review by Buyer. Seller shall comply with all comments of the Buyer regarding such documents, but the Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design,

workmanship, material and all other aspects of the Goods or from any other liability hereunder. Omissions from design drawings and technical data (data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder shall become property of the Buyer. Seller shall, unless otherwise directed, deliver to the Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

10. DELAYS

Time is of the essence in Seller's performance of this Contract. If Seller does not deliver material timely in accordance with the requirements of this Supply and Purchase Contract, Seller understands Buyer's work may be disrupted and delayed, and Seller may be required to pay Buyer any reasonable damages sustained as a result, unless the Contract provides for Liquidated Damages, at which point the Liquidated Damages would be applicable.

11. EXCESS MATERIAL

Seller agrees to accept the return of any Goods that may become excess, as determined by Buyer, and payment due from Buyer shall be equitably reduced.

12. SUBSTITUTIONS

No substitutions will be permitted without the express written consent of the Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, appearance, function, ease of maintenance, and ease of installation to the material originally specified.

13. INSPECTIONS AND TESTING

Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing which may take place at the factory, in the warehouse, on the road, or in the field.

14. AUDITS

At any time during normal business hours and as often as the City of Palmer or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this contract and the Seller will permit representatives of the City of Palmer or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this contract.

15. COMPLIANCE WITH THE LAW

Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including, but not limited to, all Laws pertaining to the environment, natural resources, employment, health and safety, and any other Laws affecting Seller's performance of this Contract. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of a violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney fees, imposed upon or incurred by Seller or Buyer in connection therewith.

16. CHANGES

Buyer, by written order, may delete material to be supplied under this Supply and Purchase Contract, and the Supply and Purchase Contract Price will be equitably reduced. Buyer may order an increase in material to be supplied at the unit prices stated in the Supply and Purchase Contract. If no unit prices are stated, Seller will promptly, at the request of the Buyer, quote prices, and Buyer will promptly accept or reject the quote.

17. TRANSPORTATION CHARGES

Except in cases where Goods were quoted F.O.B. Destination, and unless otherwise agreed to in writing, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer.

18. ASSIGNMENTS AND SUBCONTRACTORS

The Contractor may not assign any interest in the Contract to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the City of Palmer. Any attempt by the Contractor to assign any interest or delegate duties under the Supply and Purchase Contract shall give the Buyer the right to immediately terminate this Contract.

19. INDEMNITY

The Seller shall indemnify, defend, and hold and save the Buyer, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The Seller shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from Seller, or Seller's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Buyer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Buyer, its agents, or employees.

20. OFFSETTING ACCOUNTS

Buyer may offset against the price of this Supply and Purchase Contract the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

21. TERMINATION

Buyer has the absolute right to terminate or suspend Work under this Contract by written notice to Seller. Such termination or suspension may be made in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason. Notice of termination or suspension may specify the schedule or manner and other conditions of the termination or suspension and Seller shall comply with therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Contract, including such expenditures as in the judgment of the Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

22. KEY PERSONNEL

To the extent that Key Personnel are specified for the performance of this Contract, such Key Personnel are considered to be essential to such performance. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Buyer.

23. ATTORNEY’S FEES

In the event of litigation arising out of this Contract, or performance or interpretation thereof, the court will award attorney fees pursuant to the Rule 82 of the Alaska Rules of Civil Procedure.

24. JURISDICTION AND CHOICE OF LAW

Any civil action arising from this Supply and Purchase Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer or in the Federal District Court for the State of Alaska in Anchorage. The laws of the state of Alaska shall govern the rights and obligations of the parties.

25. NON-WAIVER

The failure of the Buyer at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, no in any way effect the validity of this contract or any part thereof, or the right of the Buyer thereafter to enforce each and every protection hereof.

26. SEVERABILITY

If any provision of the Supply and Purchase Contract or the application thereof to any person or circumstances is held invalid, the remainder of this contract and its application to other persons or circumstances shall not be affected thereby.

27. NOTICES

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Buyer: City Manager
City of Palmer
231 West Evergreen Avenue
Palmer, Alaska 99645

Seller: _____

28. EQUAL EMPLOYMENT OPPORTUNITY

A. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Seller shall take affirmative action to ensure that applicants are employed and that employees

are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Seller agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Seller will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract. The Seller shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Buyer may require.

B. The Seller shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Buyer may require.

29. INSURANCE

Seller warrants that it has obtained or will obtain such public liability, product liability, property damage employees' liability and compensation insurance as will protect Buyer from all risks arising out of the manufacture, sale or use of the Goods. If requested by Buyer, Seller shall furnish to the Buyer within three (3) days following the receipt of this Contract, a Certificate of Insurance acceptable to the Buyer evidencing compliance with the minimum insurance coverage required by Buyer as stated on the Insurance Requirements, the terms and conditions of which are incorporated herein.

30. STOP WORK ORDER

Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the Work covered by the stop-work order. Buyer shall make an equitable adjustment in the delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the work stoppage.

31. WORK PERFORMED AT SELLER'S RISK

Seller shall perform all work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completions and acceptance of the Work, Seller shall promptly repair or replace such damaged Work without expense to the Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

32. FLOW DOWN PROVISION

In the event that this Contract is issued in connection with another government agency, the Buyer will make every effort to include any flow down or contract provisions required by that agency in this Contract. The Buyer reserves the right to include, and Seller agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are

inadvertently omitted from this Contract, both Buyer and Seller agree to negotiate in good faith for that provisions inclusion into the Contract.

33. UNDERSTANDING

The Seller acknowledges that the Seller has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of the Seller's choice, and is executing this contract of the Seller's own free will.