

**Northfield Township
Fire Department**

Memo

To: Township Board of Trustees

From: Bill Wagner

cc:

Date: July 11, 2017

Re: Fire Truck purchase

I am requesting approval to purchase of a Smeal Fire Apparatus for the total amount of \$477,789.72.

I sent the specification out to 4 total fire truck manufacturers. Smeal was the only company to send a bid back to us. I have been working on this truck for over 2 years and have talked with multiple manufacturers and Smeal was the best company that I could find to build the truck we are looking for at close to the budget that we have. All the others I have spoken to were well over \$500,000. One of the 4 companies did send a letter back declining to bid.

The bid proposal is attached and has been reviewed by Mr. Burns's office. There is also a 300+ page truck build specification if anyone is interested in seeing the actual bid spec.

We expect the truck to be complete in about 1 year. This is a custom built truck.

BID PROPOSAL

Northfield Township Fire Department

8350 Main Street
Whitmore Lake, MI 48189



SMEAL
610 West 4th Street
Snyder, NE 68664

402.568.2224

www.smeal.com

WE BUILD RESPECT.



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William Wagner Jr.
Northfield Township Fire Department
8350 Main Street
Whitmore Lake, MI 48189

6/26/2017

Dear William Wagner Jr.,

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. Effective 1/1/17, Smeal Fire Apparatus Co. was acquired by Spartan Motors USA, Inc. Spartan is an industry leader in Emergency Response, and we expect the combined company to continue to meet and exceed your quality and service expectations.

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 248-697-8002 or e-mail me at al@rrfiretruck.com if I can be of assistance.

Sincerely,

A handwritten signature in black ink that reads 'Al D'Agostino'.

R and R Fire Truck Repair, Inc.

Al D'Agostino



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Date: 6/26/2017

**TO: Northfield Township Fire Department
8350 Main Street, Whitmore Lake, MI 48189**

Dear Sirs:

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:

2018 Smeal-Spartan (Metro Star) 2500 Gallon Pumper-Tanker, Cummins ISL-9 450 Hp. Engine, Allison EVS-3000 6-Speed Transmission, Waterous 1500 GPM Pump, Duo-Safety Ladders, 2500 Drop Tank, 3/16" Aluminum Body, Whelen LED Lighting.

For the sum of: Four Hundred Eighty Four Thousand Two Hundred Ninety Four Dollars

Dollars \$ 484,294.72

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 deliver same 360-390 calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Holding, LLC, properly executed, subject to all causes beyond our control.

If Buyer agrees to pay the Chassis portion of the build when the Chassis arrives at Smeal Fire Apparatus Co., Smeal will deduct the Chassis interest amount from the final bid total. (\$6,505.00). (Chassis Price \$216,819) The final balance is due at the factory after completion of the Final Inspection.

The amount named in this proposal shall remain firm for a period of 60 days from the date of same. State and local taxes, if any, are not included in the above figure. 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).

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:

X 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 Holding, LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding, LLC 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 Al D'Agostino

x _____

SMEAL HOLDING, LLC

C/O: R and R Fire Truck Repair, Inc.

C/O: Al D'Agostino

(Printed Name)

Date: 06-26-2017 (mmddyy)

Date: _____ (mmddyy)



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SALES CONTRACT

(Standard)

This Sales Contract is made and entered into by and between Smeal Holding, LLC (Smeal), a wholly owned subsidiary of Spartan Motors USA, Inc., Seller and Northfield Township Fire Department, Buyer.

PRODUCT DESCRIPTION:

2018 Smeal-Spartan (Metro Star) 2500 Gallon Pumper-Tanker, Cummins ISL-9 450 Hp. Engine, Allison EVS-3000 6-Speed Transmission, Waterous 1500 GPM Pump, Duo-Safety Ladders, 2500 Drop Tank, 3/16" Aluminum Body, Whelen LED Lighting.

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the apparatus described in the Smeal Holding, LLC 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 supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed within approximately 360-390 calendar days 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 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.

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

As Noted In The Specifications

(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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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 for the apparatus described herein the total sum of:

Four Hundred Eighty Four Thousand Two Hundred Ninety Four Dollars

Dollars \$ 484,294.72

State and local sales taxes, if any, are not included in the purchase price. 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).

Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Smeal, completion of any discrepancy list, and shipment of Apparatus and Equipment from Smeal's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications.

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

Payment Due In Full At The Factory Following The Final Inspection And Acceptance.
Chassis Pre-Pay: Deduct \$6,505.00 (Chassis Cost \$21,681.00)

All checks must be made payable to Smeal Holding, LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or any one else as



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SALES CONTRACT

(Standard)

Seller's agent. Smeal Holding, LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. 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.

10. BUYER'S REPRESENTATIONS. Buyer is a Township, 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.

Bill Wagner, Director

11. 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.

12. 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.

13. 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.

14. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Sales Contract:



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14.1 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.

14.2 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.

14.3 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.



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SALES CONTRACT

(Standard)

To be completed by the Authorized Smeal Distributor

By: x Al D'Agostino
R and R Fire Truck Repair, Inc.
Al D'Agostino

Date: 06/26/2017

Mailing Address of customer: Northfield Township Fire Department
8350 Main Street
Whitmore Lake, MI 48189



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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: ____/____/____



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SALES CONTRACT

(Standard)

To be completed by Smeal Holding, LLC

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

Smeal Holding, LLC

Attests: _____ Date: ____/____/____