



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JANUARY 11, 2022

AGENDA ITEM SECTION: DISCUSSION ITEMS

AGENDA ITEM NO. : 3

AGENDA ITEM: CONSIDER A RESOLUTION AUTHORIZING THE DOBBS FERRY FIRE DEPARTMENT TO SIGN A CONTRACT/HGAC AGREEMENT WITH FIREMATIC SUPPLY COMPANY INC. FOR A NEW RESCUE PUMPER FOR AN AMOUNT NOT TO EXCEED \$770,000.00

ITEM BACKUP DOCUMENTATION:

1. MEMORANDUM AND ATTACHED AGREEMENT DATED DECEMBER 28, 2021 FROM WILLIAM OSBORN/FIRE CHIEF TO MAYOR VINCENT ROSSILLO, BOARD OF TRUSTEES, JEFF CHUHTA/VILLAGE TREASURER AND ELIZABETH DREAPER/VILLAGE CLERK
2. DRAFT RESOLUTION

Dobbs Ferry Fire Department

112 Main Street PO Box 95, Dobbs Ferry, NY 10522

Non-Emergency # 914 693-0310

Fax # 914 693-0996

Livingston Hose Company #1



Ogden Engine Company #1

Resolute Hook & Ladder Company #1

To: Mayor Vincent Rossillo and Board of Trustees
Richard Leins, Village Administrator
Jeff Chuhta, Village Treasurer
Elizabeth Dreaper, Village Clerk

From: William Osborn, Fire Chief

Subject: Authorize the Fire Chief to sign a contract with Firematic Supply Company Inc.
To purchase a Pierce Enforcer Pumper for the amount of \$770,000

Date: December 28, 2021

As you are aware at the November 9th 2021, Board of Trustees meeting, this Board authorized the Fire Chief to design a new pumper not to exceed \$775,000. Since then the Chiefs and other members of the department have had multiple meetings to properly design the pumper to ensure that it meets the needs of the department and the Village of Dobbs Ferry.

We have designed a Pierce Enforcer pumper with Firematic Supply Company Inc., for the amount of \$770,000. I am asking the Board for permission to sign the contract and HGAC agreement so we can lock in the price prior to the February 1st, 2022 deadline. After February 1st the price of the pumper will go up approximately ten percent.

With the turnaround time being approximately 18 months to manufacture and deliver the pumper, we would not have to remit payment on this pumper until the summer or fall of 2023. Thank you for your time and consideration on this matter.



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and Village of Dobbs Ferry, by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Pierce bid # 789 dated 12/2/2021 and to deliver the same as hereinafter provided.

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

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

Fourth. The said apparatus and equipment shall be ready for delivery from Firematic within about 525 days after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Dobbs Ferry Fire.

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

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

One (1) Pierce Enforcer pumper per attached specs	\$ 770,000.00
---	---------------

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Firematic Supply Co. Inc.'s facility located at 50 Jon Barrett Rd Patterson, NY, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.



Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.

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

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

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

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

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 12/2/2021

FIREMATIC SUPPLY CO, INC.

By _____

Date of Acceptance _____

Village of Dobbs Ferry

By _____

Village of Dobbs Ferry

December 2, 2021

Houston-Galveston Area Council (H-GAC)

Attn: Jackie Palmer

Village of Dobbs Ferry has contracted to purchase the below Pierce Fire Apparatus from Firematic Supply Co. Inc.

The HGAC contract FS12-19 was utilized for this sale and the following purchased:

One (1) FS19VC07 Pierce Enforcer Pumper

The purchase includes published and/or unpublished options as shown in the HGAC worksheet totaling the following contractual amount:

Contract Amount	\$ 768,000.00
HGAC Buy order Processing Fee	\$ 2,000.00
Total Purchase Price	\$ 770,000.00

Sincerely,

Village of Dobbs Ferry

AGREEMENT

Village of Dobbs Ferry

AGREEMENT FOR: Purchase of one Pierce Enforcer pumper

This Agreement, dated the 2nd, day of December, is between Village of Dobbs Ferry, a municipal corporation of the State of New York having its principal place of business at 112 Main St Dobbs Ferry, New York 10522, and Firematic Supply Company, Inc. (the "Seller"), having its principal place of business at 10 Ramsey Road, East Yaphank, NY 11967.

TOTAL COST OF AGREEMENT: 770,000.00, or, Seven hundred seventy thousand dollars, including \$2,000.00 HGAC Buy Order Processing Fee.

VEHICLE DETAILS: This Agreement is for the purchase by the District of one, new Pierce Enforcer pumper, equipped with a full tilt cab, aluminum cab, aluminum body. The Vehicle is further identified, in detail, by the specifications and Pierce bid number 789 and process referred to as HGAC Contract FS12-19, which bid was led by the Houston-Galveston Area Council, a municipal entity of the State of Texas engaging in nationwide cooperative purchasing.

TERMS AND CONDITIONS: The terms and conditions of this Agreement shall be as set forth in this aforementioned HGAC Contract FS12-19 together with and associated addendum(s) thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

FIREMATIC SUPPLY CO, INC.

Village of Dobbs Ferry

By: _____

By: _____

Date: _____

Date: _____

By: _____

Date: _____

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
AUTHORIZING THE FIRE CHIEF TO SIGN A CONTRACT AND HGAC AGREEMENT
WITH FIREMATIC SUPPLY COMPANY INC., FOR THE PURCHASE OF A PIERCE
ENFORCER PUMPER IN THE AMOUNT OF \$770,000**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the Fire Chief to sign a contract and HGAC agreement with Firematic Supply Company Inc., of 10 Ramsey Road, East Yaphank, NY to purchase a Pierce Enforcer pumper in the amount of \$770,000.