


TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor & City Council

FROM: Delilah A. Walsh, City Manager Initials: 

DATE: June 22, 2023 File #: MGR23-325

RE: **Purchase Contract for Replacement E-One Pumper (Vehicle No. 52-753)–
Cascade Fire & Safety/E-ONE**

Per agenda statement 5b, Exempting the Procurement of a Replacement E-One Pumper (Vehicle No. 52-753) from the Competitive Bidding/Written Quotation Requirements of the Ketchikan Municipal Code – Cascade Fire & Safety/E-ONE, staff has completed work with Cascade Fire & Safety on the purchase contract documents.

Attached for City Council review is the purchase contract for the replacement Fire Department Vehicle No. 52-753 (E2) through Cascade Fire & Safety, on behalf of E-ONE. As noted in agenda statement 5b, reduced pricing is being offered to the City through Sourcewell Contract No. 113-021-RVG-1 as well as a commitment to purchase the second replacement pumper (Vehicle No. 52-757, E3) in 2024, pending the appropriation of funds by the City Council. Language regarding a non-appropriation and release of the City to purchase the second vehicle has been incorporated into Paragraph 4 of the attached Purchase Agreement for Fire Apparatus. Cascade Fire & Safety/E-ONE and the City Attorney have reviewed and agreed to the purchase contract terms.



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PURCHASE AGREEMENT FOR FIRE APPARATUS

This Agreement is hereby entered into by and between Cascade Fire Equipment, Inc., located 123 South Front Street, Yakima, WA. 98901 ("Company") and City of Ketchikan, AK, ("Buyer") (hereinafter the "Parties")

1. APPARATUS. The Company agrees to sell, and the Buyer agrees to purchase two (2) E-ONE Cyclone Custom Pumps (collectively hereinafter referred to as "Apparatus") described in the Company's quoted proposal per the Buyer's Specifications, both of which are attached hereto and hereby incorporated herein, all in accordance with the terms and conditions of this Agreement.

Completion at the E-ONE factory will be approximately 870 days from the completed order and executed Pre-Construction Letter. Completion of the pre-construction conference shall be conducted at Ocala, FL, within 60-75 days from execution of the contract.

The Seller shall not be charged with liquidated damages or any excess cost if any delay in the delivery of goods is due to:

- Any preference or priority of allocation order duly issued by any governmental agency.
- Unforeseeable causes beyond the reasonable control of Seller and without the fault, or negligence of the Seller, including but not restricted to acts of God, or of the public enemy, acts of the Buyer, acts of another Contractor in the performance of a contract with the Buyer, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and natural disasters
- Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.
- Product shortages, tariffs, or product interruptions due to trade disagreements or supply chain disruptions.
- In the event of delay or price changes for material occurring during the performance of the contract through no fault of the Seller, the contract sum, time of performance, and contract requirements shall be equitably adjusted by the change order provided by Seller to reflect said changes. Any changes in contract sums or timing of performance due to issues beyond the reasonable control of Seller shall not be deemed a material breach of this contract, and Buyer shall continue to be bound by its obligations to purchase in accordance with the adjustments to the pricing and timing of performance.

Provided that the Seller shall, within seven days from the beginning of such delay, notify the Buyer, in writing, of the causes of the delay, whereupon the Buyer shall ascertain the facts and extent of the delay and notify the Seller within a reasonable time of its decision in the matter.

2. PURCHASE PRICE. Buyer agrees to pay a Purchase Price of **Two Million Two Hundred Forty Thousand Three Hundred Ninety-Eight Dollars No/100 (\$2,240,398.00)** for two (2) completed E-ONE Cyclone Custom Pumps in accordance with the submitted specifications.

Purchase price details:

- Includes Radio and Repeater equipment installation per specifications provided.
- In the event of price increases for the Radio and Repeater Equipment between the Pumper order date and the Pumper delivery date, any price changes will be documented and invoiced accordingly.



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- Pricing includes \$75,000 per Pumper Equipment allowance. \$150,000.00 total
 - Pricing is in effect until 6/29/2023, after this date add \$104,520.00 to the total price.
 - Payment for Pumpers is due upon delivery to Cascade Fire in Yakima WA
 - Payment for Radio, Repeater Equipment, and any upfitting costs will be invoiced separately upon installation of requested equipment.
 - The seller will provide insurance on the two pumpers until their arrival in Ketchikan
3. Purchase of the second pumper truck is contingent on the appropriation of funds for that purpose by the Ketchikan City Council. If such funds are not appropriated, the city may cancel such purchase of the second pumper truck without any cost, penalty, or liability to the city upon giving the seller notice of cancellation.
4. If the Buyer claims an exemption from any tax assessed in this transaction, the Buyer agrees to furnish proof of the applicable exemption to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it. This pricing is exclusive of any taxes which may apply.
5. **WARRANTIES:**
- (a) New Item(s) of Apparatus: The Company warrants each new item of Apparatus manufactured by it against defects in material and workmanship occurring within a period of one (1) year from the date of delivery to the original user/purchaser. The warranty provided herein is more particularly described in the specifications which is attached to this Agreement.
 - (b) Item(s) of Apparatus not Manufactured by Company: With respect to any items of Apparatus which the Company does not manufacture, such items are not warranted by the Company, and Company hereby disclaims any and all warranties with respect to such item(s), express or implied, including warranties of merchantability and fitness for a particular purpose that may be attributed to Company under this Agreement or by law. However, such item(s) shall be subject to any warranty provided by the manufacturer of such item(s). Seller shall provide buyer with such manufacturers warranty
6. **NOTICE.** The parties to this Agreement designate the individuals executing this Agreement as the respective representative of the parties to this Agreement for purposes of receiving communications regarding this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter and merges all prior discussions and agreements. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed, and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing and signed by an authorized representative of each of the Parties hereto.
8. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.



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9. **GOVERNING LAW.** This Agreement shall be governed by, and the rights and duties of the parties shall be construed and determined in accordance with the laws of the State of Washington. In litigation or arbitration, the parties stipulate that the Superior Court of Ketchikan Gateway County, State of Alaska, is the proper venue for such dispute to be resolved.
10. **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
11. **AUTHORIZATION.** The individual executing this Agreement on behalf of Buyer does hereby affirmatively represent that he/she has full and express authority to execute said Agreement on Buyer's behalf and to bind the Buyer to the same.
12. **MISCELLANEOUS.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned to a third party unless consented to in writing by the non-assignor. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect.
13. **HOLD HARMLESS/INDEMNIFICATION.** Each Party shall indemnify, defend and hold the other Party, its affiliates, subsidiaries, directors, officers, employees, and contractors, harmless from and against any claim, action, damages, liability, loss, cost, or expense (including reasonable attorney's fees and costs), arising out of their performance of this Agreement. Neither Party shall be deemed to be an agent of the other Party for purposes of this
14. **NOTICES.** All communications relating to this Agreement shall be addressed to the following persons below:

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Company: Cascade Fire & Safety

Buyer: City of Ketchikan, AK

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

June 7, 2023

Cascade Fire & Safety, in partnership with and on behalf of E-ONE. Inc., is pleased to present this proposal to Ketchikan Fire Department for one (1) or more new E-ONE Cyclone eMAX Custom Pumper apparatus for your review and consideration.

E-ONE Cyclone II eMAX Custom Pumper apparatus per the attached specifications and drawings.

Unit 1		Unit 2	
Cost of Cyclone II Pumper	\$ 1,071,512.00	Cost of Cyclone Pumper	\$1,018,886.00
Equipment Allowance for Pre-Construction	\$ 75,000.00	Equipment Allowance for Pre-Construction	\$ 75,000.00
Total with Radio/Repeater installation	\$ 1,146,512.00	Total with Radio/Repeater installation	\$1,093,886.00
Final Total for (2) E-ONE Cyclone Pumps ordered at the same time		\$ 2,240,398.00	

Applicable Taxes are not included and are the responsibility of City of Ketchikan.

The purchase of the second unit reflects a net savings of \$ 52,626.00.

Proposal is valid until June 29th, 2023. After June 29th add **\$ 104,520.00** per Engine to this proposal for a new total of **\$ 2,344,918.00**.

Build time is estimated at 870 calendar days (29 months) from receipt of purchase order and signed-off pre-construction documents.

- Please see page #2 of this proposal for prepayment discount options available.
- Pre-Construction meeting at E-ONE Factory Ocala, Florida within 60 days of order. Expenses for four (4) fire department personnel are included in the proposal price.
- A final inspection at E-ONE Factory Ocala, Florida upon completion. Expenses for three (3) fire department personnel are included in the proposal price.
- E-ONE factory "train the trainer" familiarization is included in the price of the vehicles. Training to be held at E-ONE factory at the conclusion of the final inspections.
- Delivery to Bellingham, Washington port of departure is included. Shipping from Washington State Port to Ketchikan to be the responsibility of City of Ketchikan.
- Risk of loss shall remain with the seller and the seller will maintain all risk cargo insurance at the sellers expense insuring the city's interest until their delivery in Ketchikan.
- Radio and Repeater pricing and installation included in the proposal price. This pricing is based on quotations provided by the fire department dated November 2022. Due to changes in technology and pricing, any additional costs beyond this estimate will be invoiced accordingly. Invoices and documentation will be provided at the time of installation.
- Payment for Pumper(s) is due upon delivery at Cascade Fire & Safety facility in Yakima, WA. (less Radio, Repeater Equipment and any upfitting costs)
- Payment for Radio, Repeater Equipment and any upfitting costs will be invoiced separately upon installation of the requested equipment.

Respectfully Submitted,



Blythe Hirst – Director of Sales – Cascade Fire and Safety

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Terms and Conditions for Prepayment Plans

Due to the long lead times for delivery of fire trucks, standard prepayment plans based upon a fixed percentage of the purchase price seldom give the buyer the full benefit of discount for such prepayments. E-ONE, Inc. now offers a prepayment plan which pays simple interest on the prepaid amount from the date the payment is received at the factory until the date the truck is complete and ready for shipment to the dealer of record.

Since the exact amount of the rebate cannot be determined until the delivery of the vehicle, the discount is given as a credit on the final invoice.

As such, purchase orders should be issued for the full amount of the purchase price.

The following rebate estimates are presented to Ketchikan Fire Department as an estimate based on the purchase price and the quoted delivery time. Any prepayment funds will be secured by a performance bond for 100% of the prepayment amount.

(1) Pumper

Prepay %	Prepayment Amount	Actual Discount
100%	\$ 1,146,512.00	\$ 777,397.00
75%	\$ 859,884.00	\$ 58,048.00
50%	\$ 573,256.00	\$ 38,698.00
25%	\$ 286,628.00	\$ 19,349.00

(2) Pumpers

Prepay %	Prepayment Amount	Actual Discount
100%	\$ 2,240,398.00	\$ 151,242.00
75%	\$ 1,680,299.00	\$ 113,431.00
50%	\$ 1,120,200.00	\$ 75,621.00
25%	\$ 560,100.00	\$ 37,810.00