

COUNCIL MEETING AGENDA REQUEST FORM

COUNCIL MEETING DATE: February 28, 2023

SUBJECT/REASON FOR AGENDA ITEM: _____

Temporarily Alcohol Permit Waiver | Open Container Law Waiver
Other: _____

Please be specific about the reason to be on the agenda.

A Resolution for the Fire Department to purchase a Pierce Custom Saber Pumper Truck for \$631,905.01 State Contract # 4400017741

Requested By: Fire Department
NAME: Chief Folks
ADDRESS _____
PHONE # _____ CELL PHONE: _____
EMAIL: _____ FAX: _____

Please note that the Hammond City Council meets the Second and Fourth Tuesday of the Month at 5:30pm, 312 East Charles Street, Hammond, LA 70401, All requests have to be submitted to the City Council Clerk by the Wednesday prior of the meeting no later than 4:30pm, All requests can be submitted electronically to banks_tm@hammond.org or fax (985) 277-5611. If you have any questions please call (985) 277-5610

BELOW TO BE FILLED OUT BY COUNCIL CLERK

DATE RECEIVED: _____ TIME RECEIVED: _____

Council Clerk: Lisa Cockerham Agenda Item Number _____

Approved: _____ (Yes) _____ (No)

Remarks: _____

Kip Andrews
Council President

Lisa Cockerham

Date

Siddons Martin Emergency Group, LLC
 3200 Westbank Expressway, Suite A
 Harvey, LA 70058
 Dealer License #: SV-2019-00149
 DPS Code: SHSB



February 13, 2023

Daniel Folks, Fire Chief
 HAMMOND FIRE DEPARTMENT
 1290 SOUTHWEST RAILROAD AVE.
 HAMMOND, LA 70403

Proposal For: 2024 Pierce Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to HAMMOND FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB HAMMOND FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 338 - Pierce-Custom Saber FR Pumper, 2nd Gen (Unit Price - \$649,201.00)	
Delivery within 17-18 months of order date	
QUOTE # - SMEG-0005248-0	
Vehicle Price	\$649,201.00
Full Prepay Discount	(\$22,000.00)
338 - UNIT TOTAL	\$627,201.00
SUB TOTAL	\$627,201.00
LAMAS CONTRACT #4400017741	\$4,704.01
TOTAL	\$631,905.01

Price guaranteed until 3/6/2023

Additional: Price includes; (1) trip for for (3) persons to PMFG located in Bradenton, FL and (3) days of training on the Pierce Saber pumper.

'NOTE: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Louisiana. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Lance Bouey

I, _____, the authorized representative of HAMMOND FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

CONTRACT PRICING WORKSHEET			
for motor vehicles only		Contract No.: 4400017741	Date: 2/23/2023
LaMas			
Agency:	Hammond Fire Department	Contractor:	Pierce/Siddons-Martin Emergency Group
Contact:	Danile Folks	Prepared:	Jeff Doran
Phone:	985-507-3930	Phone:	1-800-784-6806
Fax:		Fax:	281-442-0850
Email:	folks_dt@hammondfire.org	Email:	jdoran@siddons-martin.com
Prod. Code:	LP210	Description:	Saber Custom Pumper
A. Product Item Base Unit Price Per Contractor's LaMas Contract:			\$657,153.23
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ 11,087.35
		Subtotal B:	\$ 11,087.35
Total Published Options			\$ 668,240.58
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ (14,710.00)
		Subtotal C:	\$ (14,710.00)
Check: Total cost of Unpublished Options (C) cannot exceed 10% of the total of the Base Unit Price plus Published Options (A+B).			-2%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)			
Description	Cost	Description	Cost
		Subtotal D:	\$ -
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)			\$ 653,530.58
Quantity Ordered:	1	X Subtotal of A + B + C + D:	653530.5786 =
		Subtotal E:	\$ 653,530.58
F. LaMas Fee Calculation .75%			Subtotal F: \$ 4,704.01
Description	Cost	Description	Cost
Payment Discount	\$ (22,000.00)	Contract Discount	\$ (4,329.58)
Subtotal of column		Subtotal of Column	
		Subtotal G:	\$ (26,329.58)
Delivery Date:		27 months ARO	H. Total Purchase Price (E+F+G): \$ 631,905.01

Option Number	Qty	Description	Published Options	Unpublished Options
5447	1	Foam Cell Credit		-\$1,524.00
91742	1	Credit TAK-4		-\$9,823.00
95358	1	Husky 12 Foam System Credit		-\$16,800.00
610888	1	2016 DD13 to 2024 EPA Compliant Cummins		\$18,907.00
625414	1	Credit Arrow Chassis to 2024 Saber Chassis		-\$10,475.00
802863	1	Body Model 1000 Gallon 2024 Body		\$19,793.00
911362	1	Credit Generator		-\$14,788.00
A110-71	2	12 volt LED Scene	\$2,827.96	
A110-73	2	12 volt LED Flood Recessed or surface (per light)	\$3,664.62	
P210-101	1	Increase Booster Tank to: 1000 Gallons	\$2,588.40	
T410-37	1	Tanker Tail Board	\$2,006.37	
Base Bid			\$ 657,153.23	
Published Options			\$11,087.35	
Total with Published Options			\$ 668,240.58	
Unpublished Options do not exceed 10%			\$ (14,710.00)	-2.20%
Total Options including Fee			\$ 653,530.58	



STATE OF LOUISIANA

Competitive Contract

Vendor: 310014070
Company
PIERCE MANUFACTURING INC
PO BOX 2017
APPLETON WI 54912-2017
Phone : 9208323000
Fax : 9208323058

T Number: 92429
Version: 9
LAPS Contract: Yes
Fiscal Year: 2011
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:No
Co-op Agreement:Yes

Contract number: 4400017741
Description: Pierce Manufacturing LaMAS Fire Truck

Buyer Information

Name: PARIS KING
Tel Number: 225-342-8019
Email: paris.king2@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
11/05/2019 - 08/28/2024

Supplier Text: This contract is for Fire Trucks, Hazmat Trucks and Rescue Trucks in accordance with the LaMAS Agreement by and between the State of Louisiana, Division of Administration, Office of State Procurement and Pierce Manufacturing Inc. This Agreement is effective for the period beginning November 5, 2019 and ending August 28, 2024 unless otherwise terminated in accordance with the Termination provisions of this Agreement.

All vehicle configuration must be verifiable. All pricing must be verifiable, supported by documentation from the contractor and submitted to the agency and/or political subdivision for review. Dealer pricing will not be considered for approval. Due to the unique nature of fire trucks, specialty vehicles and the need of agencies and/or political subdivisions, these vehicles may be configured in various ways to meet the end user's needs. Unpublished options up to ten percent (10%) of the vehicle published base price and the published option price.

Minimum Order: \$100.00
Delivery: Twelve(12) Months ARO
Payment Terms: NET Thirty (30)

Warranty: Pierce Manufacturing, Inc. warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Contract Documents Include:
Attachment A - Contract Information - Page 1
Attachment B - Base Units Price List - Pages 1 - 2
Attachment C - Published Options Price List - Pages 1 - 11

Recommending Approval: _____

Approved by: _____

Contract number: 4400017741 T Number: 92429	Vendor: 310014070 Distributor Contract: YES	Page 3 of 5
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400017741
T Number: 92429

Vendor: 310014070
Distributor Contract: YES

Page
5 of 5

CONTRACT DISTRIBUTORS:

310061823
SIDONS MARTIN EMERGENCY GROUP LLC
3200 WESTBAK EXPY STE A
HARVEY LA 70058
Telephone: 1-800-784-6806
Fax: 504-340-6070