

ORDINANCE NO. 2022-11

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR TWO (2) FIRE APPARATUSES FROM SUTPHEN CORPORATION AT A STATE PURCHASE PRICE OF \$684,137.00, AND DECLARING AN EMERGENCY

WHEREAS, in order to equip the Fire Department, the Fire Chief has solicited quotes for the assembly and purchase of a Fire Truck as well as "for a substitute fire truck in the interim" from manufacturer's representative authorized by Department of Administrative Services for the State of Ohio aka State Purchasing Program; and,

WHEREAS, the Sutphen Corporation proposes to assemble and deliver a new Fire Apparatus to the City of Parma Heights for the sum of Six Hundred Twenty-Four Thousand, One Hundred and Thirty-Seven Dollars (\$624,137.00), as well as a substitute Fire Apparatus for use in the interim for the sum of Sixty Thousand Dollars (\$60,000.00), as indicated by the Purchase Agreement, attached as Exhibit A, attached hereto and incorporated herein as if fully rewritten; and,

WHEREAS, Council may authorize the Purchase Agreement pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: That the Mayor be and she is hereby authorized and directed to purchase from Sutphen Corporation two (2) Fire Apparatuses and related safety equipment for the sum of \$684,137.00, as described in Exhibit A, attached hereto and incorporated by reference.

Section 2: Council does hereby authorize the Purchase Agreement, attached as Exhibit A, pursuant to the State Purchasing Program without competitive bidding process pursuant to Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinance.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality and for the further reason it is necessary to place an immediate order to secure the vehicle and have the equipment installed for delivery for the efficient operation of the Fire Department, and to provide for emergency services and in the interest of for public health, safety and public welfare; wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: 3.14.22

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: [Signature]
CLERK OF COUNCIL

3.14.22
APPROVED

FILED WITH
THE MAYOR: 3.14.22

[Signature]
MAYOR MARIE GALLO



PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 14th day of March, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the City of Parma Heights of Parma Heights, OH, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Six Hundred Eighty-Four Thousand One Hundred Thirty Seven & 0/100 (\$ 684,137.00) payable in full upon delivery. The price includes the 2nd truck that the city is acquiring from a third party in the amount of \$60,000.00. The \$60,000 will be paid to Sutphen by Parma Heights prior to Parma Heights receiving the used truck from the third party.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Parma Heights Fire Department within January 2023 approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By *Drew Sutphen*
Title *President*
Date *3-15-22*

PURCHASER

THE City of Parma Heights

By *Klaconi*

Title Director of Finance

Date 3/15/2022

By *Matthew Bernard*

Title Fire Chief Matthew Bernard

Date 3/15/2022



PROPOSAL

TO THE:

City of Parma Heights
6184 Pearl Rd
Parma Heights Oh 44130

DATE: March 11th, 2022

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen custom heavy-duty pumper Delivered for the

Total Sum of.....\$684,137.00*

*The price above includes \$60,000.00 for the used vehicle you are looking to purchase. Once Sutphen receives the \$60,000.00 via check or wire they will pay Herb Fire Equipment the same amount, but not before. Herb Fire Equipment will then pay the company that Parma Heights is acquiring the used vehicle from. The title will be transferred directly from the company your are buying the vehicle from to Parma Heights. Parma Heights will be responsible for getting the used vehicle transported.

***The following options are included in this price:**

- Base truck price of \$565,350.00
- Deleting (2) seats and adding (2) EMA compartments with (2) shelves each, \$2,314.56
- Add a 3rd seat on the rear seat riser, \$2,461.51
- Add a front intake, \$12,865.43
- Add (2) Akron Brass Revolution intake valves, \$4,300.00
- Add Elkhart extender for deckgun, \$1,767.27
- Add flange for deckgun, \$133.97
- Black over red paint, NC
- Add (4) 110V shoreline outlets, \$1,625.23
- Add (1) USB port, \$101.59
- Add Cleveland thread adapters for 2.5" discharges and intakes, \$1,260.00
- Delete hard suction hose and mounting, (\$985.50)
- Install graphics package to match customer requests, \$5,800.00
- Add mud and snow tires, NC
- Add 3" NSTF x 4" Cleveland M w/ cap, \$500.00
- Delete front bumper trough lid and replace with buckles and add divider, (\$300.00)

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- Add power under rears seat riser on cab back wall, \$955.00
- Add (2) additional 110V shoreline outlets for a total of (6), \$812.62
- Add (2) Whelen PSTANK water level gauges, \$1,715.00
- Add Golight on cab roof, dash controlled, \$707.00
- Add Vogel lube system, \$4,465.00
- Add hose troughs on both sides of the pump, \$2,338.74
- Add Sensible Products equipment mounting package, \$12,950.00
- Change the (4) SCBA seat brackets to IMMI Smartdock, \$3,000.00

The unit shall be manufactured completely in accordance to the following proposal and delivered approximately **January of 2023**, this date may change depending on the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid until **March 14, 2022**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully,

Bob Jones
Herb Fire
Authorized Representative for Sutphen
330-819-3617

The logo for Herb Fire features the word "Herb" in a large, bold, serif font with a crown-like graphic above the letter "H". To the right of "Herb" is the word "Fire" in a smaller, bold, sans-serif font.

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