

ADDITIONAL & SUPPLEMENTAL APPROPRIATION APPLICATION

ABSTRACT The Weston Volunteer Fire Department needs to start the process of replacing Engine 7. The lead time is at least 36 months and the total costs is 1.2 million. We require a 50% deposit so that we can start the process of building the truck. This can be part of the regular budget process. Engine 7 was purchased in 2001.

AMOUNT	\$ 600,000	FYTD PRIOR SUPPLEMENTAL	\$ 375,175	ACCOUNT # / OBJECT CODE	N/A
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BACKGROUND Engine 7 is our most active engine and is dispatched for all structure fires and most other calls throughout Weston. It is a 2001 attack pumper operating out of Norfield Station #1. The National Fire Protection Association (NFPA) Section 1901, Section 1901.1 for First-Line and Reserve Fire Apparatus states: Apparatus that are over 15 years old should be replaced. The apparatus can be replaced with a "spare" piece of apparatus that can serve as a backup, should a first line be out of service for maintenance. Many career departments have a spare apparatus however we do not maintain spare apparatus. Due to delays in ordering, this truck will be approximately 25 years old by 2025.

BOS/BOE ACTION 12/7 BOS unanimous approval

SUPPORT MATERIALS Please see attached powerpoint presentation, agreement,

PROCUREMENT COMPLIANCE This complies with the official procurement policy | Consortium Pricing Waiver Signed 12/21 by BOS

EXPEDITED ACTION REQUESTED **YES** The lead time for replacement is at least 36 months. By making the 50% deposit it saves us 102K in the process of building the truck. Current truck is 22 yrs old.

SIGNATURE		DATE	1/29/2024
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Supplemental Appropriation Request For Fire Engine 7 Replacement

Presented to the Board of Finance on 1/30/24

Summary

- **The Weston Volunteer Fire Department needs to replace Engine 7.** The WVFD requests to start the process now; lead time estimates range from 36 to 48 months
- **Engine 7 is the most active engine** and is dispatched for all structure fires and most other calls throughout Weston. It is a 2001 Class A attack pumper operating out of Norfield Station #1.
- We are working on expediting the process to:
 - ❖ Continue maintaining public safety
 - ❖ Avoid price increases
 - ❖ Mitigate long lead times
 - ❖ Avail ourselves of the current TOW budget surplus
 - ❖ Lessen the burden on tax-payers
- The total costs of the truck is approximately \$1.2 million; a 50% deposit is required by the vendor to start building the engine. A deposit of \$600,000 will also provide an additional 8.8% or \$102,000 discount if made within 30 days of signing the contract.
- The HGACBuy Consortium offers the best and lowest bid price as well as a 5% discount off the base model and published options. The Town of Weston has been part of the HGACBuy Consortium since 2013.
- The balance is paid upon delivery and will be a part of the 2024/25 capital budget.

Why Now?

Issues Related to Compliance, Lead Times & Back Logs

- **Compliance:** The National Fire Protection Association (NFPA) Section 1901, Section 1901, Guidelines for First-Line and Reserve Fire Apparatus states: Apparatus that are over 15 years old should be replaced. The apparatus can become a “spare” piece of apparatus that can serve as a backup, should a first line be out of service for maintenance. Many career departments have spare apparatus however we do not maintain spare apparatus.
- Due to delays in ordering, this truck will be approximately 25 years old in 2025.
- **Back Log:** Due to a large back log and continued high demand, the lead time has changed for the truck from 18-24 months to 36-48 months.
- **Why Now?:** Given shorter lead times during the last budget cycle, we concluded that we could wait to order the truck. Now that lead time is pushed beyond 2 years with lead times continuing to trend higher, we cannot not wait any longer.

Best Pricing through HGACBuy

Third Party Procurement: The HGACBuy offers an expedited procurement process which eliminates the need for preparing detailed specifications and satisfies all other requirements for competitive bids and proposals. HGACBuy provides access to volume purchasing pricing and discounts.

Purchasing Power: HGACBuy has more than 40 years of experience in cooperative purchasing and serves more than six thousand local governments across the United States. The proposal is for a **Pierce Truck** through the approved dealer **Firematic Supply Co., Inc.**

Cooperative Purchasing Competitive through HGACBuy: As members of HCAGBuy, the Town is able to avail of their competitive bid process provided for members of the cooperative. This arrangement provides the Town a competitive result that is comparable (if not more favorable) to the Town placing its own RFP. (see attached Master Agreement between Firematic Dealer and HCAGBuy). HGACBuy acts as the designated purchasing agent on behalf of participating Members by performing specific services including, but not limited to:

- Developing specifications for competitive bids and proposals
- Soliciting vendor participation
- Conducting pre-bid/pre-proposal conferences
- Conducting public bid/proposal openings of responses
- Evaluating responses and making award recommendations
- Executing vendor contracts awarded by the H-GAC Board of Directors
- Maintaining contract information available through HGACBuy's Website

Best Pricing through HGACBuy

Pricing Details:

Pierce 23P-106 Enforcer PUC Pumper 750 tank, 1500 pump 1024
Net of 5% Discount

\$ 983,575.00

Additional Customization net of 5% discount*

\$ 127,759.00

Additional Customization includes net 9% discount **

\$ 105,386.00

Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts

\$1,216,720.00

H-GAC Order Processing Charge (Amount per Current Policy)

\$ 2,000.00

Trade-Ins/Special Discounts/Other Allowances/Freight/Installation/Misc Charges

Tool Mounting

\$ 30,000.00

Trip

\$ 7,500.00

Pre-Pay Discount

(\$ 102,229.00)

Total Purchase Price

\$1,153,991.00

*Published options are "manufacturer standard options" which were submitted and priced in Contractors proposal

** Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal

See separate documents: Page 1 is the cover sheet, you will see the 23P-106 truck and the options added to it to reflect the sell price Page 2-4 is the worksheet that the items added to the bid 23P-106 to make it the Weston spec, Page 5 is the bid price for 23P-106 with the 5% discount accounted for

Appropriation/Payment Details

Monies Available: The current fiscal budget is projecting a surplus and the current General Fund balance is forecasted to be \$18 million, about 22.6% of the FY 24 Budget.

Down Payment: By using a portion of the fund balance for the deposit we (1) start the process, (2) use funds without further taxing the community and (3) lock in a savings of \$102,000.

Additional Payments: The additional \$553,991 payment will be part of the FY 2025 capital budget request. Payment is due upon receipt of the truck.

General Fund: \$600,000 will be reflected as a transfer into a new capital account. The agreement allows the Town to wait until the budget is approved before transferring the balance of the truck to the capital account. If the Town does not have the balance approved before May 30th, 2024, Firematic will charge a cancellation fee of 10% of the net purchase price.

Appropriation Cap: The **two percent cap for FY 24 is \$1,534,794** and we've already approved \$375,175 so far in supplementals. That leaves \$1,159,619 available before hitting the cap. **After an appropriation of \$600,000, there is \$559,619 available for appropriations before requiring a special town meeting.**



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and Town of Weston, 56 Norfield Rd Weston, CT 06883, 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 Bid 1620 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. Firematic will deliver to the town all manufactures warranties applicable to the components of the apparatus that are not manufactured by Pierce MFG.

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, upon written approval of the second party.

Fourth. The said apparatus and equipment shall be ready for delivery from Appleton WI within about 1440 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 Weston Fire Dept

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.

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) new Pierce PUC pumper using HGAC FS12-23 utilizing bid 23P- 106. Includes 1 factory trip with 3 members	\$ 1,263,400.00
Includes \$30,000 in tool mounting	
Prepay discount if \$600,000.00 paid net 30 of contract	\$ (102,229.00)
Additional discount from Pierce for use of FS12-23	\$ (9,180.00)
HGAC processing fee	\$ 2,000.00
Net purchase price	\$ 1,153,991.00



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 the Fire House of the second party.

The Town of Weston has appropriated \$600,000 toward the purchase of the apparatus in the current (Fiscal Year ending 06/30/2024) budget. It is anticipated that the Town will appropriate the balance of the purchase price in the budget for the next fiscal year (07/01/2024 - 06/30/2025) by budget referendum scheduled for May 4, 2024. This Agreement is contingent upon the appropriation of funds for the balance of the purchase price in the budget for the Town's next fiscal year (07/01/2024 - 06/30/2025). If those funds are not appropriated, then this Agreement shall be considered terminated and the Town shall have no further obligation for payment hereunder.

In the event Weston and Firematic enter into a purchase agreement and customer thereafter cancels or terminates the purchase agreement after 5/30/24 Firematic will charge a cancellation fee of 10% of the net purchase price after the order is accepted and entered by Firematic.

Payment is due upon delivery, acceptance and testing per article seven

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, for insurance purposes the apparatus and equipment covered by this contract shall remain the property of the first party, until the apparatus has been delivered and accepted by the second party

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.

Tenth. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.



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 1/24/2024

FIREMATIC SUPPLY CO, INC.

Town of Weston

By _____

By _____

Date of Acceptance _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-23

Date Prepared:

12/28/2023

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Town of Weston	Contractor:	Firematic Supply Co
Contact Person:	Terry Blake	Prepared By:	Jeff Horn
Phone:	203-515-1877	Phone:	860-601-3667
Fax:		Fax:	
Email:	wvfdcar2@gmail.com	Email:	jhorn@firematic.com

Product Description	23P-106	Enforcer PUC pumper 750 tank, 1500 pump 1024
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$983,575.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal B:			\$127,759.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
Subtotal C:			\$105,386.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	1,216,720	=	Subtotal D:	\$1,216,720.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
tool mounting	\$30,000.00		
trip	\$7,500.00		
prepay discount	-\$102,229.00		
Subtotal F:			-\$64,729.00

G. Total Purchase Price (D+E+F): \$1,153,991.00

Delivery Date:

Respondent:		Pierce - ARFF		
Code or Part No.	Quantity	Option Description	December 2023 Published Pricing	Customization
640710	1	Rear axle 31,000 lb	\$0.00	\$16,083.00
121	1	Tire Chains - Rear Axle	\$6,094.00	
887546	1	4000 EVS trans	\$0.00	\$10,317.00
176	1	Bumper tray with cover	\$1,330.00	
648175	1	Cab doors full height	\$0.00	\$2,570.00
189	1	Electric Windows	\$2,909.00	
323	1	Batteries 6 total	\$1,701.00	
326	1	420 Amp Leece Neville alternator	\$5,702.00	
341	1	12 volt LED Flood Brow light C	\$4,876.00	
338	6	12 volt LED Scene - C	\$17,892.00	
515261	1	tank water 1000 gallon T shape form fitting	\$0.00	\$15,383.00
609165	1	compt in hose bed	\$0.00	\$2,694.00
422	5	Adjustable Comp. shelves	\$1,395.00	
428	4	Adjustable slide-out tray	\$3,980.00	
425	2	Floor Tray	\$2,282.00	
419	2	hard suction hose (each)	\$3,398.00	
649923	1	front outlet 2nd	\$0.00	\$4,172.00
516828	1	front of hose bed outlet	\$0.00	\$2,098.00
494	1	Extenda-gun	\$8,878.00	
777050	1	TFT monitor	\$0.00	\$2,893.00
507	1	Hose Reel in Compartment	\$8,125.00	
94673	1	10KW generator	\$0.00	\$38,651.00
639	1	Light Tower (3)	\$36,898.00	
643	1	Electric Cord Reel with 200' of 10/3	\$5,587.00	
710	1	Two-tone cab paint	\$4,178.00	
597	1	Upgrade Lightbar - A	\$4,950.00	
731	1	Graphics Upgraded 4	\$11,428.00	
734	1	Reflective striping upgrades, jogs, and special design A	\$3,580.00	
606433	1	steel painted bumper	\$0.00	\$3,713.00

**FS12-23 Solicitation
Response Price List**

Respondent: Pierce

Model	Description	2023 Selling Price	Pierce CBuy Disco	MSRP/List Price
	Aerial			
23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$1,364,221.00	5%	\$1,436,022.00
23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial -	\$1,400,954.00	5%	\$1,474,688.00
23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$1,565,700.00	5%	\$1,648,105.00
23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$1,510,345.00	5%	\$1,589,837.00
23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$1,614,841.00	5%	\$1,699,833.00
23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$1,563,984.00	5%	\$1,646,299.00
23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted	\$1,817,125.00	5%	\$1,912,763.00
23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Re	\$1,917,061.00	5%	\$2,017,959.00
23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100	\$1,996,864.00	5%	\$2,101,962.00
23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$1,963,223.00	5%	\$2,066,551.00
23A-111	Enforcer Snozzle - 1037	\$1,248,966.00	5%	\$1,314,701.00
	Pumper			
23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250	\$377,596.00	5%	\$397,469.04
23P-103	International 4 door 1000 tank, 1250 Pump Pumper	\$500,257.00	5%	\$526,585.97
23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$837,717.00	5%	\$881,807.87
23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$908,509.00	5%	\$956,324.96
23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$983,575.00	5%	\$1,035,341.76
23P-107	Velocity Pumper 1025	\$918,956.00	5%	\$967,322.35
23P-108	Velocity PUC Pumper 1038	\$996,916.00	5%	\$1,049,384.90
	Pumper Tanker			
23PT-101	Freightliner 2000 Gallon Tanker	\$486,273.00	5%	\$511,866.00
23PT-102	International 2000 Gallon Tanker	\$473,642.00	5%	\$498,571.00
23PT-103	Saber 2000 Gallon Tanker	\$854,409.00	5%	\$899,378.00
23PT-104	Enforcer 2000 Gallon Tanker	\$933,292.00	5%	\$982,413.00

