



Agreement

AGREEMENT made between City of Long Beach (hereafter called the Buyer) with a current SourceWell ID# of 70711, and Hendrickson Fire Rescue Equipment (hereafter called the Supplier), as part of SourceWell Product ID# NJPA17 and PL Custom Body Ambulance Sourcewell RFP#: 022118

1. **DESCRIPTION** – The Supplier shall supply and deliver to the Buyer, One (1) 2021 PL Custom Classic T1 D5500 4x4 PL Custom Classic Type I (after this called The Emergency Vehicle), in accordance with proposal number A5564-0003 dated January 24, 2022.

2. **PAYMENTS** - Upon delivery and acceptance of the Emergency Vehicle the Buyer agrees to pay any/all balances to the Supplier (NOTE: all payments are to be made payable to Hendrickson Fire Rescue Equipment)

<u>Contracted Price</u>	
Contracted Price: (includes repeat customer concession and chassis payment)	\$329,929.00
Sourcewell Contract Fee (to be added to above contract price):	SINCLUDED

<u>Payments Schedule For Project</u>	
Contract Signing Deposit (Due with signed contract)	\$10,000.00
Chassis Payment: (Chassis payment is due in full within 10 days of its arrival or within 10 days of invoicing should said chassis be in stock)	\$61,491.00
Payment Plus/Minus Any Change Orders Due in Full upon Delivery	

3. **WARRANTIES** - All manufacturers' warranties are as disclosed in proposal.

4. **DELIVERY** - The Supplier shall deliver the Emergency to the buyer. Completion time shall be approximately 280-300 days from receipt of order and/or chassis whichever is later. All meetings and/or timeframes requested from the supplier must be adhered to or final delivery time may be compromised, in addition all customer supplied items must be made available within the timeframe requested or final delivery time may be compromised.





5. RIGHT OF INSPECTION DURING CONSTRUCTION – The Buyer shall have free access to the Emergency Vehicle and to the equipment and materials used in the building of the Emergency Vehicle during normal business hours of the Manufacturers facilities. One representative from the Supplier shall be present at two (2) inspections if desired by the Buyer. All inspections must be scheduled through the Supplier.

6. ACCEPTANCE - The Supplier shall be found to have finished the Emergency Vehicle, upon delivery of it to the Buyer by the provisions of the work order. Acceptance by the Buyer shall be made upon evaluating the Emergency Vehicle for compliance to the work order at and during the time of delivery.

7. CANCELLATION - This agreement cannot be cancelled except by mutual written consent of both the Buyer and Supplier. If agreement cancellation is initiated by the Buyer, in writing and agreed to by the Supplier in writing, the Buyer will forfeit its Contract Signing Deposit, plus be responsible for any unrecoverable costs already incurred by the Supplier. Unrecoverable costs include but are not limited to any materials requested by the client and documented by the Supplier as deemed necessary to execute the agreement. If the agreement cancellation is initiated by the Supplier, in writing and agreed to by the Buyer in writing, the Supplier will refund all monies paid by Buyer to Supplier.

8. FORCE MAJEURE - Supplier shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Supplier's control which make Supplier's performance impracticable, including but not limited to pandemics, civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

9. MANUFACTURER'S STATEMENT OF ORIGIN - It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of the Supplier until the entire Purchase Price has been fully paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of the Supplier until the Purchase Price for that Product has been paid in full. In case of any default in payment, the Supplier may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

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140 HOFFMAN LANE, ISLANDIA, NY 11749





10. DISCREPANCIES - In the event that any discrepancies are found the Buyer shall notify the Supplier immediately in writing. The Supplier shall make the necessary corrections or adjustments (unless otherwise noted) in accordance with the bid work order.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the latest date as signed below.

Hendrickson Fire Rescue Equipment
140 Hoffman Lane
Islandia, NY 11749

Alan Rich via-e-mail

Alan Rich – Sales Manager

4/11/2022

Date

Executed as a Duly Authorized Representative of Hendrickson Fire Rescue Equipment Inc

City of Long Beach
1 W Chester St
Long Beach, NY 11561-2001

[Signature] DONNA M. BRIDEN CITY MANAGER 6/13/2022
Signed Printed Title Date

Executed as a Duly Authorized Representative of the City of Long Beach

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140 HOFFMAN LANE, ISLANDIA, NY 11749



April 19, 2022

Item No. 4
Resolution No. 41/22

The following Resolution was moved by Ms. Treston
and seconded by Pres. McInnis :

Resolution Authorizing the City Manager to Purchase a New
Ambulance for the City's Fire Department Under a Sourcewell Contract.

WHEREAS, the City is a member of Sourcewell, a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to government entities by combining the buying power of 50,000 government, education, and nonprofit organizations; and

WHEREAS, the City's Fire Department desires to purchase a new primary ambulance to replace a 2004 ambulance that is nearing the end of its useful life; and

WHEREAS, an ambulance committee was created, consisting of career and volunteer members, to find the best piece of equipment suitable to the needs of the residents and the City to provide EMS services, responding to approximately 3000 medical alarms each year as well as all fire alarms; and

WHEREAS, through Sourcewell Contract #022118, the City can purchase a PL Custom Classic TI D5500 4x4 Custom Classic Type 1 ambulance, with specified options, from Hendrickson Fire Rescue Equipment, 140 Hoffman Lane, Islandia, New York 11749 at a cost of \$329,929;

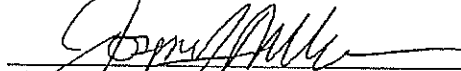
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and is hereby authorized to purchase a PL Custom Classic TI D5500 4x4 Custom Classic Type 1 ambulance, with specified options, at a cost of \$329,929, for the City's Fire Department through Sourcewell Service Cooperative, Contract #1022118, from Hendrickson Fire Rescue Equipment, 140 Hoffman Lane, Islandia, New York 11749. Funds should be made available in fiscal year 2023 in Account No. A3410.54509 (Fire Protection-Equipment Leases).

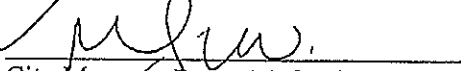
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APPROVED:


Fire Commissioner-Joseph Miller


APPROVED AS TO ADMINISTRATION:


City Manager-Donna M. Gayden

APPROVED AS TO FUNDS:


City Comptroller-Inna Reznik

APPROVED AS TO FORM & LEGALITY:


Corporation Counsel-Richard Berrios

VOTING:

Council Member Posterli - AYE
Council Member Lester - AYE
Council Member Bendo - AYE
Vice President Treston - AYE
President McInnis - AYE