

AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AWARDING THE PURCHASE OF ONE ROSENBAUER KING COBRA 101 FOOT PLATFORM TRUCK IN AN AMOUNT NOT TO EXCEED \$1,600,000 USING GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) FUNDING (FUND 130).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's Fire Department recommends the purchase of one (1) Rosenbauer King Cobra 101 Foot Platform Truck for the City's Fire Department in an amount not to exceed \$1,600,000.00; and

WHEREAS, the City's corporate authorities find that approving the purchase of one (1) Rosenbauer King Cobra 101 Foot Platform Truck for the City's Fire Department in an amount not to exceed \$1,600,000.00 is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:


SECTION 1: The City's corporate authorities waive any and all applicable competitive bidding requirements and approve, authorize, direct, and ratify the City Manager or designee to negotiate and execute a purchase agreement, in a form acceptable to the City Manager, with Rosenbauer America, to purchase of one (1) new platform truck in an amount not to exceed \$1,600,000.00, and for City staff to take all actions necessary to equip said vehicles for fire department purposes.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28th day of November 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, Verbic, Faivre, Barnes. Nay: None. Absent: McAdams.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



DeKalb, IL - King Cobra
 700 Pine St.
 Dekalb, Illinois 60115

Date: November 29, 2022

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the DeKalb, IL - King Cobra, hereinafter called the Buyer and an officer of Rosenbauer Minnesota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Aerial, complete with Rosenbauer Commander chassis and Rosenbauer King Cobra Platform per attached specifications. (If Contract Is Signed Before December 1, 2022 Price is \$1,574,814.00) (Option Chassis Pre Pay Subtract \$16,760.00) (Option 100% Pre Pay Subtract \$59,278.00)	\$1,640,397.00 each
Gross due upon completion and delivery total	TOTAL \$1,640,397.00

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 660 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 200 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to 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.

www.rosenbaueramerica.com

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ROSENBAUER AERIALS, LLC.
 870 SOUTH BROAD STREET
 FREMONT, NEBRASKA 68025
 P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Buyer:

We accept the above proposal and enter into contract with signature below.

Dealer: Sentinel Emergency Solutions

Sales Rep: 
Bill Schreiber

 Title: City Manager

Title: _____

Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer Minnesota, LLC

 Title: EVP
Randy Brummel
12/1/2022 Date

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**APPENDIX C
CHANGE ORDER POLICY**

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis 0-60 days
RBA Aerial 0-60 days
Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis 61-75 days
RBA Aerial 61-75 days
Rosenbauer Body 61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis 76-120 days
RBA Aerial 76-120 days
Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis After 120 days
RBA Aerial After 120 days
Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: *BJ*

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December 2, 2022

DeKalb Fire Department
700 Pine Street
DeKalb, IL 60115

ATTN: Chief Mike Thomas

Dear Chief Thomas,

I wanted to take a moment to thank you for the recent order the DeKalb Fire Department placed with Rosenbauer Minnesota. It is a privilege for us to have the opportunity to manufacture a truck for you.

It is our intention at Rosenbauer to produce an apparatus that will meet your specifications and exceed your expectations. In order to accomplish this, we want to involve you as much as possible and/or necessary in the process of producing your truck. We will be sure to keep you informed through Bill Schreiber regarding the status of your apparatus. If you have any concerns or questions about the process or schedule for the King Cobra, don't hesitate to contact Bill. I know he'll be happy to get you an answer as quickly as possible.

We value the trust that you have placed in us, and we will work diligently to produce a truck that will provide you with many years of reliable service. Again, thank you for purchasing from Rosenbauer, and let me know if there's anything I can do for you.

Best Regards –

A handwritten signature in blue ink, appearing to read 'Carl Lindemann'.

Carl Lindemann
Project Manager
clindemann@rosenbaueramerica.com

cc: Bill Schreiber

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PROPOSAL
FOR
FIRE APPARATUS

Dekalb Fire Department
700 Pine St.
Dekalb, IL 60115
Chief Mike Thomas

The apparatus we propose to furnish shall be manufactured in accordance with the enclosed Rosenbauer specifications. Manufacturer location shall be, 5181 260th St. Wyoming, Minnesota 55092

**One (1) Rosenbauer King Cobra 101Ft. Platform
Mounted on a
Commander Custom Chassis**

**Price: \$1,633,079.00 after December 1,
2022**

**Price: \$1,567,496.00 before December 1,
2022**

Pre Pay Discounts

Chassis Pre Pay – Subtract \$16,558.00 From Contract Price

100% Pre Pay – Subtract \$42,215.00 From Contract Price

Price listed above includes One (1) Pre Construction Meeting at the Factory for Six (6) Dekalb Personnel and Two (2) Inspections, (Mid & Final) for Six (6) Dekalb Personnel, Delivery, and Orientation on the new apparatus.

DELIVERY: 660 Days

F.O.B. Rosenbauer America

TERMS: Payment due upon final acceptance at Rosenbauer or at time of delivery if customer is not driving away from factory.

Respectfully Submitted,

Bill Schreiber

Bill Schreiber

Authorized Distributor for Rosenbauer

December 30, 2021