CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2023-07 BID ITEM DESCRIPTION: Used Aerial/Quint Fire

BID OPENING DEADLINE: 11/13/2023 10 AM DEPARTMENT: Fire

REQUISITION NUMBER: _____ DATE & TIME OPENED: 11/13/2023

OPENED BY: Bruce Thomason WITNESSED BY: Gerald Ezell

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
McQueen Emergency	11/9/2023			N	$719,688.00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

BID SHEET

Vendor: MacQueen Emergency
Contact: Mike Borgmann, Sales Representative
Phone #: 636-667-7213
Email: Mike.borgmann@macqueengroup.com

Used Aerial/Quint Fire Apparatus

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	USED AERIAL/QUINT FIRE APPARATUS	$719,688	$719,688

Location of Apparatus Currently: St Charles, Mo

Link or Bid Specs included: (Y) N

Date Apparatus will become available: December 2023-January 2024

Department(s) this apparatus served: City of St Charles Fire Department, MO

Is there a warranty available on the apparatus? Y (N)

WARRANTY INFORMATION

Please provide information on warranty of the equipment you are bidding on as a separate document with this bid.

MACQUEEN EMERGENCY

Pierce
PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

November 6, 2023

Fire Chief Gerald Ezell
City of Joplin
303 E. 3rd Street
Joplin, MO 64801

Subject: **Proposal for one (1) USED Pierce Job 29818, Dash 75' Ladder Stock C042072***

Dear Fire Chief Ezell,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – **$719,688.00**

Optional Graphics to match current fleet:

Should the customer elect to have graphics added to the truck to match the current fleet, please add $5,680.00 to Sale Price ($725,368.00 total Sale Price with Graphics).

Additional Information:

- Sale price includes PDI, Pump test, Aerial test.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Eureka, MO

Terms – Net due prior to vehicle(s) release at the MacQueen Emergency facility (Eureka, MO).

Delivery – Estimated October – November 2023 from receipt and acceptance of contract.

STOCK UNIT SUBJECT TO PRIOR SALE.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days. *Stock unit subject to prior sale.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-7213 or mike.borgmann@macqueengroup.com .

We wish to thank the City of Joplin for the opportunity to submit our proposal.

Respectfully,

Mike Borgmann

Mike Borgmann
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Joplin, (customer) is effective as of the date specified in Section 3 hereof.

1. **Definitions**

   a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

   b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

   c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit B prepared in response to the Customer's request for proposal.

   d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. **Purpose**
   This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. **Term of Agreement**
   This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 20 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment**
   The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $719,688.00 ("Purchase Price"). Prices are in US Funds.
   NOTE: Upon final inspection at the factory for pick-up or delivery, the customer 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.

5. **Cancellation/Termination**
   In the event this Agreement is cancelled or terminated by a party before completion, MacQueen 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 MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (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. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

6. **Delivery, Inspection, and Acceptance**

   a. **Delivery**
   Delivery of the Product is approximately **November-December 2023**. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

   b. **Inspection and Acceptance**
   Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material

Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

7. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Joplin
Fire Chief Gerald Ezell
303 E. 3rd Street
Joplin, MO 64801

8. Warranty

Apparatus is sold as is – whereas no warranty is included.

a. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

9. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate:	$ 2,000,000
Each Occurrence:	$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate:	$ 5,000,000
Each Occurrence:	$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

10. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen.

11. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen'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.

12. **Default**
The occurrence of one or more of the following shall constitute a default under this Agreement:
(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

13. **Relationship of Parties**
Neither party is a partner, employee, agent, or joint venture of or with the other.

14. **Assignment**
Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

15. **Governing Law; Jurisdiction**
Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

16. **Facsimile, Electronic Verified Signatures**
The delivery of signatures to this Agreement by facsimile, electronic verified shall be binding as original signatures.

17. **Entire Agreement**
This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

18. **Conflict**
In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

19. **Signatures**
This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CITY OF JOPLIN**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Joplin **Date** November 6, 2023

Quantity	Chassis Type	Body Type	Price per Unit
1	USED 2016 Pierce Dash *	75" Ladder *	$719,688.00

***Used Stock #C042072 / Pierce Job #Pierce Job 29818 / VIN 4P1BCAFF1HA017176**

OPTIONAL GRAPHICS TO MATCH CURRENT FLEET:

Should the customer elect to have graphics added to the truck to match the current fleet, please add $5,680.00 to above Price. *INITIAL HERE TO ACCEPT:* _____.

"PAYMENT TERMS"

100% of contract price or any balance is due prior to vehicle(s) release at the MacQueen Facility (Eureka, MO).

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

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 thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF November 6, 2023 BETWEEN MACQUEEN AND City of Joplin (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on the Title? ☐ Yes ☐ No

If not, please provide correct name and address to be listed on CO. _____

_____

Is there a lienholder? ☐ Yes ☐ No

If yes, please provide lienholder information. _____

_____

EXHIBIT B – PROPOSAL

SEE PROPOSAL FOR USED Pierce Job 29818 Dated 11/6/2023 .

MACQUEEN EMERGENCY

Pierce
PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

November 6, 2023

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