

RESOLUTION NO. 744

**A RESOLUTION APPROVING THE ENTRY OF A
PURCHASE CONTRACT IN EXCESS OF \$75,000
(PURCHASE OF TWO (2) CUSTOM FIRE PUMPER TRUCKS)**

WHEREAS, the City Council (the "Council") of the City of Sumter, South Carolina (the "City"), has enacted an Ordinance entitled "An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina" (the "Purchasing Ordinance");

WHEREAS, pursuant to the Purchasing Ordinance, the Council must approve by resolution any purchase contract subject to the Purchasing Ordinance that exceeds \$75,000; and

WHEREAS, the Council has been presented with a request to approve a purchase contract in excess of \$75,000;

NOW, THEREFORE, be it resolved as follows:

Section 1. The Council hereby approves a purchase contract (the "Contract") for the supplies, services, equipment, or construction identified below:

SUBJECT:	Purchase of Two (2) Custom Fire Pumper Trucks
CONTRACTOR:	Toyne Sumter, South Carolina
PRICE:	\$434,990.00 (each) \$869,980.00 (Total)
METHOD:	Repeat Orders (Purchasing Ordinance, Section II.K.); supporting materials are attached.

Section 2. The City Manager is hereby authorized to negotiate, execute, and deliver the Contract on behalf of the City in such form and with such additions, deletions, or modifications, as he deems necessary or prudent.

ADOPTED THIS 21ST DAY OF AUGUST 2018, BY SUMTER CITY COUNCIL.

CITY OF SUMTER, SOUTH CAROLINA

Joseph T. McElveen, Jr., Mayor

Thomas J. Lowery, Mayor Pro Tem

Robert A. Galiano, Jr., Councilman

Ione J. Dwyer, Councilwoman

Calvin K. Hastie, Sr., Councilman

David P. Merchant, Councilman

Steven H. Corley, Councilman

ATTEST:

Linda D. Hammett, City Clerk



City of Sumter

P O Box 1449
Sumter, SC 29151

MEMORANDUM

TO: Deron McCormick
City Manager

From: Beth Reames 
Finance Director

Re: Recommendation of Contract
Award of Two (2) Pumper Fire
Trucks


Date: August 20, 2018

The City of Sumter recently purchased a pumper from Toyne for \$434,990.32. Reference check dated 5/10/2018 and Purchase Order 2018-00000808.

Pricing for the additional two pumpers matches this price.

City of Sumter Ordinance No. 2592, An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina, Section II.K provides for the purchase of additional goods or services pursuant to a Procurement for up to twelve months following the expiration of the awarded contract, provided that the per unit price of such goods or services may not exceed the per unit price specified in the original award by more than five percent (5%).

hereby declared that contracts held by the State of South Carolina, any agency or political subdivision thereof, or the General Services Administration (GSA) for the purchase of goods or supplies were awarded pursuant to appropriately competitive procedures.

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- K. Repeat Orders. The Director may approve the purchase of additional goods or services pursuant to a Procurement for up to twelve months following the expiration of the awarded contract, provided that the per unit price of such goods or services may not exceed the per unit price specified in the original award by more than five percent (5%).

III. Contract Administration; Resolving Protests

- A. Multi-Year Contracts. To the extent permitted by law, a contract for supplies or services may be entered into for a period of time not to exceed a total of 5 years, *provided:*
- (a) The terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting;
 - (b) Such contracts shall contain the City's standard non-appropriation and non-substitution provisions; and
 - (c) Pricing increases for succeeding fiscal periods, if any, shall not exceed ten percent (10%) of the preceding year's contract price.
- B. Right to Protest. Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director. The protest, setting forth the grievance and the grounds therefor, shall be submitted in writing within ten business days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance more than fifteen calendar days after notification of award of the contract.
- C. Authority to Resolve Protests. The Director shall have the authority to settle and resolve a protest of an aggrieved bidder, proposer, or contractor concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement within fifteen business days of the notice of protest, the parties shall submit the dispute to non-binding mediation, which shall be concluded within thirty business days after receipt of notice of the protest.
- D. Decision. Should the parties fail to resolve the protest in mediation, the Director shall promptly issue a decision in writing, stating the reasons for the action taken. A decision of the Director shall be final and conclusive, and a copy of the decision shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

IV. Debarment.

- A. The offer of cash, merchandise, or any other thing of value to a City official or employee by any vendor or contractor, or prospective vendor or contractor, may be reason for declaring such individual or firm to be an irresponsible bidder and for debarring such individual or firm from participation in the City's procurement process for a period of not less than two years.



**PROPOSAL
TO FURNISH FIRE APPARATUS**

TO: City of Sumter, South Carolina
Fire Department
315 North Lafayette Drive
Sumter, SC 29150
Attn: Chief Karl Ford

DATE: July 17, 2018

DEALER: Phoenix Fire Apparatus LLC

Toyne, Inc. hereby proposes to manufacture and furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

Two (2) Spartan Metro Star Custom Chassis with Toyne Stainless Steel Body, 1000/30 gallon tank(s), Hale Fire Pump to match existing units in fleet, for the sum of:

*Four hundred thirty-four thousand nine hundred ninety dollars and no cents
\$ 434,990.00 per unit or \$ 869,980.00 total*

***Pricing only valid on purchase of two (2) units on a single purchase order. Pricing matches previous truck purchase on Toyne invoice 7381 dated May 8, 2018. (copy attached)*

No federal, state or local taxes are included.

Delivery shall commence within 300 calendar days

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by TOYNE, INC. of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. In the event equipment shortages occur, the PURCHASER is to pay full purchase price less a 5% retainage for such shortage. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

BY: Kent Cummings

Authorized Sales Representative, Toyne, Inc.

CITY OF SUMTER
P.O. BOX 1449
SUMTER, SOUTH CAROLINA 29151-1449

CHECK NO. 12618
CHECK DATE 05/10/2018

VENDOR NUMBER
5082

INVOICE NUMBER
7381

INVOICE DATE
05/08/2018

NET AMOUNT
434,990.32

78

BT

Total: \$434,990.32 •

CITY OF SUMTER
P.O. BOX 1449
SUMTER, SOUTH CAROLINA 29151-1449

National Bank of South Carolina
SUMTER, SC 29150
67-66/632

CHECK NO. 12618

DATE
05/10/2018

AMOUNT
\$434,990.32

PAY EXACTLY **Four Hundred Thirty-Four Thousand Nine Hundred Ninety and 62/100 Dollars**

TO THE ORDER OF
Toyne Inc.
PO Box 10
104 Granite Ave
BREDA, IA 51436

NOT VALID TENDER

12618 05/10/2018



CITY OF SUMTER
P.O. BOX 1449
SUMTER, SC 29151-1449

Toyne Inc
PO Box 10
104 Granite Ave
BREDA, IA 51436



0510

INVOICE

Date: May 8, 2018

Invoice#: 7381

Dealer: Phoenix

Sold To: City of Sumter
P.O. Box 1449
Sumter, SC 29151

Mail To:

This invoice represents the amount due for the Fire Apparatus described below.

Type of Apparatus: Pumper

Chassis Make, Model, (and Year):

Engine Make & Model:

VIN#:

TID#:

INVOICE AMOUNT:

Contract Amount - PO# 200808	\$426,949.32
GPS Change Order #1 <i>Opticon</i>	\$7,058.00
Change Order #2 <i>Lifeline Headlights</i>	\$1,500.00
Change Order #3 <i>Courtesy Credit</i>	(\$517.00)
Due Upon Delivery	\$434,990.32

RECEIVED

MAY 10 2018

ACCOUNTING

Thank you for your business!