RESOLUTION NO. 21-34

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMERICAN RESPONSE VEHICLES TO PURCHASE ONE (1) 2021 CHEVROLET G4500 AMBULANCE CHASSIS AND TO REMOUNT AN AMBULANCE BODY/MODULE ONTO THE CHASSIS, WITH SPECIFIED EQUIPMENT FOR THE TOTAL OF \$152,781.00.

WHEREAS, proposals were solicited for the purchase of one 2021 Chevrolet G4500 ambulance chassis and remount of an ambulance body/module with specified equipment, and the proposal from American Response Vehicles is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is hereby authorized to enter into a purchasing agreement with American Response Vehicles for the purchase of one (1) 2021 Chevrolet G4500 ambulance chassis and the remounting of our current ambulance body/module onto the chassis including specified loose equipment for the purchase price as indicated.

FURTHER, THAT, that funds for such purpose are authorized in the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28nd DAY OF JUNE 2021.

R.D. Mallams, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ⊠# R-21-34	BILL □# City Cler	k Only	ORD # City Clerk Only	
Date: 6/22/2021		I	Department: Public Safety	
Meeting Date Requested: 6/28/2021				
Public Hearing: Yes Date: Click here to enter a date.				
<u>Subject:</u> A Resolution authorizing the City Manager to enter into an agreement with American Response Vehicles for the purchase of a 2021 Chevrolet G4500 Ambulance chassis and to remount our current patient care module/body onto the new chassis.				
Background: Typically the chassis is the part of the ambulance that wears over time and contributes to the majority of maintenance expenses. The current configuration of our ambulances allows for the patient care module/body to be removed from the chassis and remounted onto a new chassis at a far reduced expense over full ambulance replacement. This remount process includes upgrades to the patient compartment area as well, including replacement of the flooring and cabinets. Utilizing the Kansas City Regional Purchasing Cooperative Agreement, it has been determined that American Response Vehicles is the most suited vendor and provides the most cost-effective option for the City.				
Budget Discussion: Funds are budgeted in the amount of \$ 152,781.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA				
Public/Board/Staff Input: Staff recommends approval of the proposed Resolution				
Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor				
Bob Baer Department Director/Admini	istrator	JM City Attorney	SW City Manager	



SALES AGREEMENT

Prepared by:

Ned Clifton, American Response Vehicles ned@arvambulance.com

Submitted on: June 18, 2021

Prepared for:

Scott Wingerson 7010 N Holmes St GLADSTONE, Missouri

Quote number: 157







Dear Scott Wingerson,

Thank you for the opportunity to meet your remounting needs.

AEV is expanding its footprint in Jefferson, NC. Our new factory has approximately 200,000 square feet of available production space.

The stated goal of the AEV Center is to offer remount and refurbishing services for all AEV ambulance brands. AEV is intended to support dealers and to offer a remount option to those dealers who do not have remount capabilities.

Over 34,000 square feet of this new facility has been exclusively committed to remount production. This operating division is branded as the AEV Center. This modern facility has all the necessary equipment to unmount and remount the body from the old chassis, perform necessary repairs and maintain the structural body warranty for AEV branded products. AEV always follows the guidelines of the Ford QVM Program no matter what chassis AEV is dismounting from or back onto to ensure the same quality goes into each remounted ambulance that was built into the original, new ambulance.

An additional component of this expansion is the designation of 38,000 square feet to a state of the art painting operation. This new paint plant will be installed in multiple stages. Stage 1 has been completed and includes multiple down draft paint booths as well as dedicated body prep stations.



Prep booths are equipped with new generation triple air filtration systems which improve the overall finish quality as well as providing enhanced protection of the environment. Primers are applied using the latest advanced electrostatic technology. AEV has installed the latest Binks - plural component systems to assure proper component mixing ratios for both primer and finishing coats. All paint booths have integrated electronically controlled baking cycles.

Whether the ambulance chassis needs to be replaced or just ready to make a change, AEV can help with the remount and refurbishment. AEV can remount the existing ambulance body onto a new chassis and make the upgrades desired. AEV will upgrade to a new HVAC unit, install a new electrical system and harnesses as necessary, replace the floor covering, upholstery, and relaminate the necessary cabinetry along with an optional new paint job. There are many options to choose from. The remount will be performed by trained remount team and inspected the same way a new ambulance is inspected to ensure that all the work is performed to AEV standards.

The AEV remount process runs down a dedicated production line for remounts, which helps with consistency and quality. In 2018, AEV remounted more than 250 ambulances. All remounts done by AEV are to Ford QVM Standards. Your modular body warranty will remain intact.

All the best,

Ned Clifton American Response Vehicles



Description	Price
2021 AEV Type III Remount Ambulance Chevrolet G4500 V10 Gas	\$162,381
Less Ford and ARV Discounts	-\$8,600
Less 2012 Chevrolet G4500 Chassis Trade-in	-\$1,000
Total	\$152,781

Delivery will be 75 to 120 days after confirmation of the ARV shop order. Terms are net on delivery or active Lease-Purchase.

Pricing Includes:

- · Custom Graphics Provided by Everlasting Sign
- Stryker Power Load
- Havis Bracket, Dash Mount
- Embroidered Upholstery Head Rest
- Motorola Radio Bracket, 7160-0322
- MARCER-HGAC Contrarct
- Final Inspection for Two Members of the Department at the Factory in N.C.

Remount Process

Phase 1

- Remount center receives ambulance for remount
- Unit is cleaned and disinfected.
- Unit is inspected and photos taken of exterior and interior
- Conversion is dismounted from the old chassis
- Any repairs or light layout body modifications are made to the body

- The body is then taken to the paint department
- The existing paint is stripped from the conversion and prepped for new paint
- AEV uses a Akzonobel Sikkens paint process
- Paint application consist of:
 - · Acid Etching
 - Two-Stage Epoxy

 - Wet Sand & Buff



Phase 2

Body is inspecting and prepped for painting process *

- . Body is painted and finalized *
- · New chassis is prepped
- · Body is mounted on to the new chassis
- Final paint and graphics are installed *
- · Unit starts in the Remount production line

Phase 3

Body is inspecting and prepped for painting process *

- Body is painted and finalized *
- New chassis is prepped
- Body is mounted on to the new chassis
- Final paint and graphics are installed *
- Unit starts in the Remount production line



All parts and service are available through our facility in Columbia, Missouri. We offer twenty-four-hour delivery on parts in most cases. If a part is not in our inventory, it will be shipped to you direct from the manufacturer, again, in most cases within twenty-four hours. We offer at no charge during warranty, road service when necessary.

AEV Remount conversion warranty (work man-ship items) including our electrical system (if replaced), paint (new paint), and graphics is 7 years or 70,000 miles.

Thank you for your consideration of AEV. We look forward to continuing to providing you with the very best ambulance available in the market today. If I may be of any assistance, please contact me at 1-888-448-8881.

Sincerely,

Ned Clifton

Vice President of Sales



American Response Vehicles proposes to City of Gladstone outlined in this proposal for an all-inclusive fee of \$152,781.00. This includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance.

Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

The next step is to agree to this quote (in addition to any changes that have been noted in the presentation of this document) and to sign the contractual agreement which references the document above.

American Response Vehicles

City of Gladstone

Ned Clifton

Scott Wingerson

City Manager

VP of Sales

American Response Vehicles, Inc.



- * ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN AMERICAN RESPONSE VEHICLES, INC. ARE THEIRS, NOT AMERICAN RESPONSE VEHICLES, INC. AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS AMERICAN RESPONSE VEHICLES, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY AMERICAN RESPONSE VEHICLES, INC. ON ITS OWN BEHALF, AMERICAN RESPONSE VEHICLES, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMP LIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY AMERICAN RESPONSE VEHICLES, INC., AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED."
- THIS ORDER IS A BINDING CONTRACT AFTER ACCEPTANCE BELOW BY AMERICAN RESPONSE VEHICLES'
 AUTHORIZED REPRESENTATIVE.
- * THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS
 PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS
 BEEN MADE OR ENTERED INTO, OR WILL IT BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS
 BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN
 WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF
 AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I
 CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.



- All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check. Delivery stated on the front of Sales Agreement is based on the number of Calendar days after receipt of American Response Vehicles, Inc. signed shop order confirmation. Please note items beyond the control of American Response Vehicles, Inc. and/or change orders may affect delivery.
- Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your
 Owner's manual for all information pertaining to warranty.
- If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicles, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
- Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
- Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.



- American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor
 vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the
 control or without the fault or negligence of American Response Vehicles, Inc.
- The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
- * USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY
 CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF
 PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
- * Failure or refusal to accept delivery: should the Purchaser fail or refuse to accept delivery and/or complete payment in full, unless the vehicle fails to meet requirements found in the shop order confirmation document, the Purchaser acknowledges they are liable to American Response Vehicles, Inc. for expenses and reasonable profit on the ordered vehicle.
- Notice of Termination: The Purchaser is liable for any cost, plus reasonable profit on the order prior to and after providing notice of termination.

- 34.600. Citation of law public entity contracts, no boycott of goods or services from Israel definitions violation, voiding of contract rulemaking authority. 1. This section shall be known as the "Anti-Discrimination Against Israel Act".
- 2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
 - 3. As used in this section, the following terms and phrases shall mean:
- (1) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;
- (2) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;
- (3) "Public entity", the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

By: Ned Clifton

Name: Ned Clifton

Title: Vice President of Sales