

Brockport Fire District Commissioners
Regular Meeting
June 19, 2023 6:30 pm
Brockport Fire District Station #3
191 West Avenue, Brockport NY 14420

Present: Commissioners: Patricia Connors, Debra Bax, Bill Bird, Allyn Hammel and David Georgiev; Treasurer Debra Kuhn; Chief Jose Medina, Deputy Chief Tim Smith, Assistant Chief Adam Leggett; Attorney Ray DiRaddo

Others Present: Zach Alexander, John Rombaut

Meeting called to order by Chairwoman Connors at 6:30 pm
Pledge Moment of Silence

Public Comments - None

BVFA – the Grille Raffle is completed and winners were notified.

Approval of June 5, 2023 Regular Meeting Minutes

Motion by Commissioner Hammel seconded by Commissioner Georgiev to approve as read.

4 Yes 0 No 1 Abstained (Commissioner Bax was excused from the meeting.)

Chief's Report

- No written report submitted.
- 232 is in Churchville and will be gone over one more time before payment is made.

- Chief Medina and Chris Martin (PIO) will be attending the American Legion Convention in Westchester where Chief Medina will receive his award. Would the district pay for the travel, etc. and can the Chief take his district vehicle?

Motion by Commissioner Hammel seconded by Commissioner Bird to approve.

5 Yes 0 No

- Chief Medina, Deputy Chief Smith, President Sabernick, and Commissioner Connors met with the village to review several items. Chief Medina indicated that the meeting went well.

Deputy Chief's Report

- No written report submitted.
- There is another BEFO Class coming up.
- There will be another photo shoot tomorrow.
- Need to get more members out to training.

Assistant Chief's Report

- Reviewed submitted report.
- 234 is not back yet – another part had to be ordered as the new one didn't work.
- Nozzles – laser engraving with a version of the district patch will be done at no additional cost.
- Turnout gear – waiting on the cost.
- Thermal Imaging Cameras – met with DiVal and they offer a newer high quality camera for around \$3,000. Their cameras are also on State Contract. Discussed the fact that we standardized to MSA and Attorney DiRaddo will work on a Resolution to Rescind the MSA Standardization Resolution.
- Meat Raffle tickets are on order.
- President Sabernick is working on Rules and Regulations.
- Discussed information regarding a possible Bunk-In, Mutual Aid Program
- Assistant Chief Leggett inquired how the process for getting members' information updated on the roster can be more refined. Secretary Bax indicated that she (or anyone managing the roster) needs to get information from the Chiefs and BVFA for changes. Commissioner Bird indicated that the Chiefs and the BVFA need to supply that information in order for the roster to be updated.
- Will be standing by for the fireworks event on July 3, 2023.

Motion by Commissioner Georgiev seconded by Commissioner Hammel to approve the Chiefs' Reports. **5 Yes 0 No**

Treasurer's Report

- Reviewed the monthly reports and the report for transfers.
- Commissioner Hammel indicated that Rocket Roofing has ordered the materials for the roof at Station 5.
- Discussion regarding the purchase of 2 Jaffrey Valves at a total cost of \$5,000. It was decided to purchase the valves from the operating budget and 3 quotes and a requisition will be needed.

Motion by Commissioner Bird seconded by Commissioner Hammel to purchase the Jaffrey Valves totaling \$5,000 from the operating budget as discussed. **5 Yes 0 No**

- Discussion regarding the purchase of the tracks for the RTV.

RESOLUTION: 2023-41

Purchase of Tracks for RTV

BE IT RESOLVED that the Brockport Fire District is hereby authorized to expend from the Brockport Fire District Miscellaneous Equipment and Furnishings Capital Reserve Fund an amount not to exceed \$14,000 for the set of 23 MT XT UR-UD Tracks for the 2022 Kubota RTV.

Commissioner Patricia Connors	Yes	Commissioner Debra Bax	Yes
Commissioner Allyn Hammel	Yes	Commissioner David Georgiev	Yes
Commissioner Willard Bird	Yes		

Motion by Commissioner Georgiev seconded by Commissioner Hammel to approve the Treasurer’s reports. **5 Yes 0 No**

Motion by Commissioner Bird seconded by Commissioner Georgiev to approve the transfers as reviewed. **5 Yes 0 No**

RESOLUTION: 2023-42 **Payment of Bills**

BE IT RESOLVED that the Treasurer is approved to transfer from the Communications Capital Reserve Fund \$5,500.00 for the new computers and to transfer \$22,215.11 for the Regular Bills and \$2,340.08 for payroll from the General Fund Money Market Account into the General Checking Account to pay the bills totaling \$30,055.19.

Motion by Commissioner Hammel seconded by Commissioner Georgiev to approve. **5 Yes 0 No**

Secretary’s Report

- VFA Grant Status
 - Deputy Chief Smith indicated that they plan to order standard sizes of forest land gear which was requested in the grant.
 - Secretary Bax indicated that, once they are received, the gear should be in a secure area in order for the DEC Forest Ranger to inspect and complete the paperwork before any gear is put into service.
- Secretary Bax thanked the Policy Committee for their work and the policies will be revised with the changes that were made.

New/Old Business

- Attorney DiRaddo reviewed information regarding the purchase of the 2022 and 2023 Pierce Saber trucks.

RESOLUTION: 2023-43 **Purchase of 2022 Pierce Saber**

BE IT RESOLVED that the Brockport Fire District Board of Fire Commissioners approves to Utilize GML 103(16) Exemption and Purchase Vehicle through Sourcewell Purchase Contract dated 1/11/2022 in the amount of \$516,737.00.

Commissioner Connors	Yes	Commissioner Bax	Yes
Commissioner Hammel	Yes	Commissioner Georgiev	Yes
Commissioner Bird	Yes		

RESOLUTION: 2023-44 **Purchase of 2023 Pierce Saber**

BE IT RESOLVED that the Brockport Fire District Board of Fire Commissioners approves to Utilize GML 103(16) Exemption and Purchase Vehicle through Sourcewell Purchase Contract dated 2/7/2023 in the amount of \$645,631.00.

Commissioner Connors	Yes	Commissioner Bax	Yes
Commissioner Hammel	Yes	Commissioner Georgiev	Yes
Commissioner Bird	Yes		

Commissioner Reports

Commissioner Bird

- Station 3 faucet was replaced and drain cleaned.
- Would like to get a FOB for Andy Burkhartzmeyer so that he can evaluate our alarm systems.

Commissioner Hammel

- Discussed information regarding an audit of another fire district.
- Discussed meeting one of the companies to review LOSAP and suggested that a meeting could be set up sometime in September. Attorney DiRaddo suggested talking to Irondequoit as Ridge Culver and Laurelton combined.

Attorney DiRaddo

- Approximately 15-20 years ago there was an Erie County and Monroe County Legislative Committee which met once a year for a half day in Batavia to discuss information specific to fire districts. There is an interest to put that committee back together. Let Attorney DiRaddo know if any of the commissioners are interested and he will forward that information to the contact in Erie County.

As there was no further business to come before the Board,

Motion by Commissioner Hammel seconded by Commissioner Bird to adjourn.

5 Yes 0 No

Meeting adjourned at 7:45 pm.

Respectfully submitted,
Debra Bax, Secretary
Brockport Fire District
38 Market Street
Brockport NY 14420



Brockport Fire District Meeting Agenda

June 19, 2023

6:30 PM

1. Pledge of Allegiance by all present.
2. Moment of silence to honor Brockport Fire District members who are no longer with us, as well as all First Responders and members of our Military.
3. Public Comment
4. Approval of Minutes from the Regular Meeting of June 5th.
5. BVFA representative
 -
6. Chief's Reports *
7. Treasurer's Report:
 - Monthly report*
 - Payment of Bills *
8. Secretary's Report:
 - Physicals
 - VFA Grant
 - Policies
 - Website
9. New/Old Business:
 -
10. Attorney Ray DiRaddo
11. Commissioners Reports
12. Executive Session – No.
13. Motion to adjourn by _____ seconded by _____
Meeting adjourned at _____ PM

(*Motion to approve)

Brockport Fire District
Regular Meeting
June 19, 2023 6:30 pm
Brockport Fire District Station #3
191 West Avenue, Brockport NY 14420

Sign-In Sheet

PRINTED NAME	SIGNATURE
Zach Alexander	<i>Zach Alexander</i>
John Rombaut	<i>John Rombaut</i>



Brockport Fire District

38 Market Street • P. O. Box 131

Brockport, NY 14420

Chief: Jose Medina

Deputy Chief: Tim Smith

Assistant Chief: Adam Leggett

Hose testing-

Mike Henry has received the contract for hose testing from First Due Services LLC for 2023 and has scheduled the hose testing for 7/20/23. The parking lot has been reserved at SUNY Brockport X lot.

Turnout gear-

We are putting together a new order for turnout gear. CFE has done the fittings for the new sets of turnout gear. Inspections are completed for 2023.

Thermal Imaging Cameras-

We had a demonstration from Dival on Seek thermal imaging cameras. If we want to proceed we will need to un-standardize. They are much less expensive and have more advanced technology than our current TICs along with being on state contract.

232 Battery Chainsaw-

A Dewalt 60v 16"bar batter chainsaw is going to be purchased for 232 as a trial as a vent saw.

Personnel:

The Recruitment and Retention committee is meeting on the second Monday each month. The meat raffle is beginning as soon as the tickets arrive.

Personnel Improvement Initiatives

Standby Firefighter Program-

I am working with the BVFA to update Rules/Regulations, SOPs, and bylaws in order to be able to get more people to help through mutual aid and to allow for members to join that live outside the district. Once we have the policies in place we the next step will be marketing the program.

Bunk-In/Live-In Program:

I have revised the policy for the Bunk-In program and sent it back to Josh Henneman for review. I will be working with him as he markets us to the MCC students in the Fire Protection Technology Degree Program. On our end it would be very similar to how mutual aid members have been with us in the past. If we can get the program running the hope would be that he could



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get SUNY Brockport on board and be able to get students there who are in programs where the credits would transfer over.

I will be reaching out to our neighbors to see if there is interest in a joint bunk in program such as the one proposed through the grant writers.

Current Personnel Status

Officers	Interior FF	Exterior FF	Recruit/Probie	Fire Police	EMT
8	15	4	3	5	9

There are a number of people who are in the pipeline to getting onboarded or cleared back from a leave. We need to make sure things are not getting held up at the various stages. Should we have an onboarding meeting to streamline the process?

Details

Library 230 egg drop- Friday June 30 at 1130. It will be an Eggcellent PR opportunity.

July 3 Fireworks- Lt Nauerth and Capt S Smith are getting crews together.

**Brockport Fire
District**

Deb Bax <dbax@brockportfire.org>

Maintenance Report for Monday 6/19

1 message

Michael Henry <mhenry@brockportfire.org>

Mon, Jun 19, 2023 at 8:36 AM

To: Commissioners <Commissioners@brockportfire.org>, Debra Kuhn <dkuhn@brockportfire.org>, Chiefs <Chiefs@brockportfire.org>, BFD Line Officers <officers@brockportfire.org>

6/19/2023

Current issues with equipment:

- **P-234**
 - Check Engine Light issue - out to Jim's Service found bad low coolant sensor, **on order expected back today 6/19 or tomorrow 6/20.**
 - Working with Churchville Fire Equipment on:
 - Issue with Turn signals on dashboard and mirrors both sides blink when turning (normal at this time). A new signal multifunction switch for steering column Part on order. Long lead time on part.
 - Water dripping need to replace a seal
 - Might have a leak or the valve might be stuck for the deck gun bleeder
- **S-2357** Fire Police Vehicle - needs spare tire

Completed

Future Maintenance:

- **Gas Meter testing:** Dival will be at headquarters Tuesday June 27th.
- **P-233** - Paint issue front by officers side of windshield working with Churchville on Warranty Paint repair. (waiting until after P232 is in service)

Mike Henry
585-260-6100
Sent from my iPad

Brockport Fire District - Statement of Financial Position by Fund
June 30, 2023

	<u>This Year</u>	<u>Last Year</u>	<u>Change</u>	<u>Comments</u>
Assets				
General Cash				
AA.0200.000.000 Cash, 5-Star	121,948.45	142,120.86	(20,172.41)	
AA.0201.000.000 Cash In Time Deposits, General Fund, 5-Star	0.89	430,823.30	(430,822.41)	
AA.0201.001.000 Cash in Time Deposits, Gifts & Donations, 5-Star	0.00	2.63	(2.63)	
AA.0201.003.000 Cash in Time Deposits, Gifts & Donations, NYClass (003)	61,675.80	60,613.64	1,062.16	
AA.0201.004.000 Cash in Time Deposits, General, NYCLASS (004)	692,571.53	0.00	692,571.53	
	<u>876,196.67</u>	<u>633,560.43</u>	<u>242,636.24</u>	
Reserves				
AA.0230.001.000 Cash Spec Reserve, Command Vehicles, 5-Star	73,666.04	59,600.54	14,065.50	
AA.0230.002.000 Cash Special Reserve, Vehicle & Equip, 5-Star	0.00	1.10	(1.10)	
AA.0230.005.000 Cash Special Reserve, Communication Equip, 5-Star	42,110.11	91,685.45	(49,575.34)	
AA.0230.006.000 Cash Special Reserve, Repair, 5-Star	50,184.31	50,147.64	36.67	
AA.0230.007.000 Cash Special Reserve, Misc, 5-Star	12,013.78	50,009.21	(37,995.43)	
AA.0232.001.000 Cash Reserve, Buildings & Facilities (0001), NYClass	1,005,259.84	989,915.86	15,343.98	
AA.0232.002.000 Cash Reserves, Vehicle & Equip (0002), NYClass	817,402.08	561,164.75	256,237.33	
AA.0232.005.000 Cash Reserve, Communications Equip NYCLASS (005)	30,037.81	0.00	30,037.81	
AA.0232.006.000 Cash Reserve Misc Equip, NYCLASS (006)	210,264.59	0.00	210,264.59	
	<u>2,240,938.56</u>	<u>1,802,524.55</u>	<u>438,414.01</u>	
Other Assets	0.00	0.00	0.00	
Total Assets	<u>3,117,135.23</u>	<u>2,436,084.98</u>	<u>681,050.25</u>	
Liabilities and Net Assets				
Liabilities				
AA.0600.000.000 Accounts Payable	24,007.20	0.00	24,007.20	Offset to prepaid expenses
Total Liabilities	<u>24,007.20</u>	<u>0.00</u>	<u>24,007.20</u>	
Net Assets				
AA.0878.000.000 Capital Reserve	1,686,454.52	1,119,021.67	567,432.85	
AA.0913.000.000 Committed Fund Balance	272,000.00	9,830.78	262,169.22	Capital Reserve amount at the end of the prior year
AA.0917.000.000 Unassigned Fund Balance	44,346.47	696,997.73	(652,651.26)	Fund balance at the end of the prior year (adjustments made)
Fund Balance - Current Year	1,090,327.04	610,234.80	480,092.24	Net Revenue for the current year
Total Net Assets	<u>3,093,128.03</u>	<u>2,436,084.98</u>	<u>657,043.05</u>	
Total Liabilities and Net Assets	<u>3,117,135.23</u>	<u>2,436,084.98</u>	<u>681,050.25</u>	

Brockport Fire District - Statement of Activity - MTD and YTD by Classification
June 30, 2023

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>	<u>YTD % of</u> <u>Budget</u> <u>6 months</u> <u>= 50%</u>	<u>Comments</u>
Revenues						
AA.1001.000.000 Real Property Taxes	0.00	1,416,756.44	1,416,179.00	577.44	(100.04)	
AA.1081.000.000 Other Payments In Lieu of Taxes	0.00	900.24	921.00	(20.76)	(97.75)	
AA.2401.000.000 Interest And Earnings	0.00	18,936.94	0.00	18,936.94	0.00	
AA.2410.000.000 Rental of Real Property	0.00	200.00	0.00	200.00	0.00	
AA.2665.000.000 Sales of Equipment	0.00	40,970.00	0.00	40,970.00	0.00	
AA.2701.000.000 Refunds of Prior Year	0.00	284.14	0.00	284.14	0.00	
AA.2705.000.000 Gifts And Donations	0.00	75.00	0.00	75.00	0.00	
AA.2770.000.000 Unclassified (specify)	0.00	1,463.69	0.00	1,463.69	0.00	
Total Revenues	0.00	1,479,586.45	1,417,100.00	62,486.45	(104.41)	
Personnel Expenses						
AA.3405.100.000 Treasurer	160.71	3,447.96	11,686.38	8,238.42	29.50	
AA.3410.100.000 Secretary	561.84	6,180.24	14,608.49	8,428.25	42.31	
AA.3415.100.000 Event Reporting/Administrative	752.36	9,248.73	33,243.25	23,994.52	27.82	
AA.3420.100.000 Custodial	662.22	6,978.78	16,984.70	10,005.92	41.09	
Total Personnel Expenses	2,137.13	25,855.71	76,522.82	50,667.11	33.79	
Contractual Expenses						
AA.1950.400.000 Taxes Assessments Municipal Properties	0.00	873.36	500.00	(373.36)	174.67	Budget transfer to be done
AA.3505.400.000 Office Supplies, Postage	91.00	2,004.94	5,000.00	2,995.06	40.10	
AA.3510.400.000 Travel Expense	639.97	1,227.40	500.00	(727.40)	245.48	Budget transfer to be done
AA.3515.400.000 Association Dues	175.00	1,997.00	2,000.00	3.00	99.85	Budget spread
AA.3525.400.000 Office Equipment non-Capital, Contr Exp	3,495.92	3,794.89	5,000.00	1,205.11	75.90	Budget spread
AA.3530.400.000 Election Expenses	0.00	0.00	500.00	500.00	0.00	
AA.3535.400.000 Software	336.00	8,005.67	22,000.00	13,994.33	36.39	
AA.3540.400.000 Public Drill, Parades, Inspect	0.00	8,740.00	9,000.00	260.00	97.11	Budget spread
AA.3605.400.000 Accountants	8,407.34	13,314.02	20,500.00	7,185.98	64.95	Higher cost
AA.3610.400.000 Legal	0.00	4,243.75	10,000.00	5,756.25	42.44	
AA.3615.400.000 Medical (Physicals)	1,196.00	7,361.00	15,000.00	7,639.00	49.07	
AA.3620.400.000 IT Services	8,399.00	48,899.00	99,000.00	50,101.00	49.39	
AA.3625.400.000 A&E Consulting	0.00	0.00	25,000.00	25,000.00	0.00	
AA.3626.400.000 Marketing Consultants	0.00	0.00	13,000.00	13,000.00	0.00	
AA.3630.400.000 Legal Notices	0.00	(3,247.86)	1,000.00	4,247.86	(324.79)	Credit skewing budget
AA.3635.400.000 Office & Comp Equip Maint Lease	305.44	1,101.90	2,500.00	1,398.10	44.08	
AA.3640.400.000 Insurance	0.00	38,449.10	45,000.00	6,550.90	85.44	Budget spread
AA.3705.400.000 Electric	0.00	0.00	17,000.00	17,000.00	0.00	
AA.3710.400.000 Gas	45.68	12,931.97	16,000.00	3,068.03	80.82	Budget spread - winter costs
AA.3715.400.000 Water	247.17	2,074.63	4,000.00	1,925.37	51.87	

Brockport Fire District - Statement of Activity - MTD and YTD by Classification
June 30, 2023

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>	<u>YTD % of</u> <u>Budget</u> <u>6 months</u> <u>= 50%</u>	<u>Comments</u>
AA.3720.400.000 Repairs & Maintenance	447.15	6,438.77	30,000.00	23,561.23	21.46	
AA.3725.400.000 Maintenance Supplies	59.67	675.89	4,000.00	3,324.11	16.90	
AA.3735.400.000 Alarm/Access Systems	1,274.72	3,579.06	7,000.00	3,420.94	51.13	
AA.3740.400.000 Telephone	1,531.73	9,224.13	16,740.00	7,515.87	55.10	Higher cost
AA.3745.400.000 Web Site, Internet Access, Cable	149.98	5,883.67	19,000.00	13,116.33	30.97	
AA.3750.400.000 Trash Removal	229.80	1,432.79	2,400.00	967.21	59.70	Higher cost
AA.3805.400.000 Radios & Pagers	0.00	19,075.32	2,000.00	(17,075.32)	953.77	Budget transfer to be done Firmware upgrade
AA.3810.400.000 Hoses (Maint/Test)	0.00	0.00	6,000.00	6,000.00	0.00	
AA.3820.400.000 Firefighter Equip non-Capital	3,016.50	13,299.48	44,000.00	30,700.52	30.23	
AA.3821.400.000 Firefighter Equipment Maintenance	2,413.13	23,407.88	44,000.00	20,592.12	53.20	overspending slightly
AA.3825.400.000 EMS Supplies	498.52	5,418.24	2,500.00	(2,918.24)	216.73	Budget transfer to be done - PADZ
AA.3830.400.000 Uniforms	908.50	4,363.45	4,000.00	(363.45)	109.09	Budget transfer to be done -over expending
AA.3835.400.000 Fire Police	0.00	0.00	4,000.00	4,000.00	0.00	
AA.3840.400.000 Explorers	0.00	0.00	12,500.00	12,500.00	0.00	
AA.3910.400.000 P235 (3921)	983.73	1,613.02	5,000.00	3,386.98	32.26	
AA.3915.400.000 P233 (1151)	0.00	0.00	5,000.00	5,000.00	0.00	
AA.3920.400.000 P234 (4651)	0.00	1,725.46	5,000.00	3,274.54	34.51	
AA.3925.400.000 R238 (2146)	815.33	1,191.84	5,000.00	3,808.16	23.84	
AA.3930.400.000 V2317 BFD7 (2364)	0.00	0.00	5,000.00	5,000.00	0.00	
AA.3935.400.000 SQ2327 (2161)	0.00	3,104.05	5,000.00	1,895.95	62.08	Repairs needed
AA.3940.400.000 BFD1 (7837)	644.21	1,073.53	5,000.00	3,926.47	21.47	
AA.3945.400.000 BFD2 (2281)	0.00	64.95	5,000.00	4,935.05	1.30	
AA.3950.400.000 BFD5 (8154)	0.00	64.95	5,000.00	4,935.05	1.30	
AA.3955.400.000 DOV2337 (2586)	0.00	466.56	5,000.00	4,533.44	9.33	
AA.3960.400.000 Multivehicle	0.00	872.98	1,500.00	627.02	58.20	Expenses needed
AA.3965.400.000 Q230 (0744)	1,259.98	6,567.88	10,000.00	3,432.12	65.68	Repairs needed
AA.3971.400.000 BFD6 Utility/Squad (1497)	0.00	0.00	3,921.00	3,921.00	0.00	
AA.3975.400.000 T236 (3541)	0.00	2,670.72	5,000.00	2,329.28	53.41	Repairs needed
AA.3980.400.000 BFD3 (7425)	194.73	961.03	5,000.00	4,038.97	19.22	
AA.3981.400.000 BFD4 (7145)	0.00	74.95	5,000.00	4,925.05	1.50	
AA.3985.400.000 Fuel and Oil	1,648.52	8,614.13	20,000.00	11,385.87	43.07	
AA.4205.400.000 Personnel Rehab Supplies/Equip	186.32	2,964.56	5,000.00	2,035.44	59.29	Over expending
AA.4305.400.000 Public Education	0.00	0.00	2,000.00	2,000.00	0.00	
AA.4310.400.000 Training	6.86	1,850.43	16,000.00	14,149.57	11.57	
Total Contractual Expenses	39,607.90	278,450.49	634,061.00	355,610.51	43.92	

Employee Benefits Expenses

Brockport Fire District - Statement of Activity - MTD and YTD by Classification
June 30, 2023

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>	<u>YTD % of</u> <u>Budget</u> <u>6 months</u> <u>= 50%</u>	<u>Comments</u>
AA.9030.800.000 Social Security	163.49	1,837.94	5,300.00	3,462.06	34.68	
AA.9040.800.000 Workers Compensation and VFBL	0.00	35,577.50	100,000.00	64,422.50	35.58	
AA.9050.800.000 Unemployment Insurance	44.88	730.72	2,000.00	1,269.28	36.54	
AA.9055.800.000 Disability Insurance	(5.42)	(144.96)	350.00	494.96	(41.42)	
AA.9089.800.000 EAP/D&D/CANCER	195.75	9,145.50	26,000.00	16,854.50	35.18	
Total Employee Benefits Expenses	398.70	47,146.70	133,650.00	86,503.30	35.28	
Capital Expenses						
AA.3525.200.000 Office Equipment, Cap Equip Outlay	5,500.00	8,789.00	34,400.00	25,611.00	25.55	
AA.4007.200.000 Fire Equipment, Capital, Reserve	0.00	0.00	200,000.00	200,000.00	0.00	
AA.4008.200.000 Fire Equipment, Capital, Non-Reserve	3,850.00	16,140.01	0.00	(16,140.01)	0.00	Budget transfer to be done
AA.4020.200.000 Command Vehicles - Capital	0.00	0.00	55,000.00	55,000.00	0.00	
AA.4025.200.000 Turnout Gear - Capital	0.00	12,877.50	35,000.00	22,122.50	36.79	
AA.4030.200.000 SCBA, Capital	0.00	0.00	15,000.00	15,000.00	0.00	
AA.4105.200.000 Station 1 - Market Street	0.00	0.00	300,000.00	300,000.00	0.00	
AA.4110.200.000 Station 2 - Lake Road	0.00	0.00	65,000.00	65,000.00	0.00	
AA.4115.200.000 Station 3 - West Ave	0.00	0.00	32,000.00	32,000.00	0.00	
AA.4120.200.000 Station 5 - Owens Road	0.00	0.00	115,000.00	115,000.00	0.00	
Total Capital Expenses	9,350.00	37,806.51	851,400.00	813,593.49	4.44	
Operating Expenses	42,143.73	351,452.90				
Plus Non Reserve Capital		29,017.51				
Plus Encumbrances		15,102.80				
Total Operating	395,573.21	395,573.21	844,233.82	448,660.61	46.86%	
Capital Expenses						
Plus Capital Expense Encumbrance	9,350.00	37,806.51				
Less Non Reserve Capital		92,363.40				
		29,017.51				
Total Capital Expense	51,493.73	101,152.4	851,400.00	750,247.6	11.88%	
Total Expenses	51,493.73	389,259.41	1,695,633.82	1,306,374.41	22.96	

Brockport Fire District
Encumbrance Worksheet 2023
Requisitions and Approvals not Posted to Expenses
Jun-23

Date	Vendor	Requestor	Item	Cost
4/24/2023	Skywave	Henry	Audio Amplifier	4,290.00
6/12/2023	Churchville Fire	Delany	Turnout Gear Gloves	6,900.00
5/22/2023	Positive Promotions	Henry	Educational Materials	1,093.00
5/16/2023	Skywave	Smith	Charger for radios	979.80
3/27/2023	Churchville Fire	Delany	Turnout Gear hoods	1,840.00
Total				15,102.80

Encumbrances Capital				
1/24/2023	Churchville Fire Equip	Henry	Hose	7,865.00
3/1/2023	Churchville Fire Equip	Henry	Hose Gladiator	39,592.00
3/28/2023	MES	Henry	Hurst Tool	12,406.40
4/18/2023	Rocket Roofing	Hammel	Roofing station 5	2,000.00
6/5/2023	Churchville Fire Equip	Henry	Hose Nozzles	30,500.00
Total				92,363.40

Brockport Fire District
Expenses from Reserves

19-Mar-23

Project	WI FI	Computers (7)	Cameras Station 1	Hurt Tool	Chief Truck	Hoses/Nozzles	(TIC)Thermal	Furnace	Adbestos	Room Heater	Roofing	Bay Floor	Station 2	Station 3	Station 5	Station 5	Station 5	Station 5		
Reserve used	Replacement	Communication	Communications	Misc Equip	Command Veh	Misc Equip	Cameras	Replacement	Abatement	Replacement	Station 2	Coating	Painting	Roofing	Paint	Concrete	Concrete pad	Station 5		
Budget	3,000.00	10,500.00	20,000.00	15,000.00	95,000.00	155,000.00	30,000.00	250,000.00	20,000.00	90,000.00	40,000.00	10,000.00	15,000.00	25,000.00	7,000.00	60,000.00	5,000.00	10,000.00	25,000.00	
Quoted	3,285.00	5,500.00	20,000.00	12,406.40	95,000.00	70,052.00	30,000.00	250,000.00	20,000.00	90,000.00	40,000.00	10,000.00	15,000.00	25,000.00	7,000.00	60,000.00	5,000.00	10,000.00	25,000.00	
Order can be placed	4,500.00	5,500.00	20,000.00	15,000.00	95,000.00	80,000.00	30,000.00	250,000.00	20,000.00	90,000.00	40,000.00	10,000.00	15,000.00	25,000.00	7,000.00	60,000.00	5,000.00	10,000.00	25,000.00	
	5/15/2023	5/15/2023		5/2/2023		4/6/2023														5/25/2023

Jan-22																				
Feb-22																				
Mar-22	3,285.00																			
Apr-22																				
May-22																				
Jun-22		5,500.00																		
Jul-22																				
Aug-22																				
Sep-22																				
Oct-22																				
Nov-22																				
Dec-22																				
Total	3,285.00	5,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Variance to Quote	0.00	0.00	0.00	12,406.40	0.00	70,052.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
Variance to Perm Ref	1,011.00	500.00	0.00	15,000.00	0.00	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00

Payment from:

Reserve Accounts	3,285.00	5,500.00																		
Operation Account	Completed	Completed																		

Variance to Budget

611.00	5,000.00																			
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Use for UTV Tracks

Use for UTV Tracks

Use \$1,000 for UTV tracks

**Brockport Fire District
Budget Transfer
Presented at June 19, 2023 Meeting**

Code	Description	Current Budget	Change	New Budget	Justification
1950	Taxes	500.00	400.00	900.00	Higher tax rate for 2023
3540	Public Drills	9,000.00	-200.00	8,800.00	Funds to cover higher tax rate
3405	Treasurer	11,686.38	-200.00	11,486.38	Funds to cover higher tax rate
3510	Travel	500.00	1,000.00	1,500.00	Increase to travel budget Commissioner Education
4310	Training	16,000.00	-1,000.00	15,000.00	Funds to support Commission training
3805	Radios Pagers	2,000.00	17,100.00	19,100.00	Expense for radio firmware upgrade
4008	Fire Equip non reserve	0.00	30,000.00	30,000.00	Expense hose, tires
4007	Fire Equip Capital	200,000.00	-47,100.00	152,900.00	Funds for firmware, tires
3825	EMS Supplies	2,000.00	3,000.00	5,000.00	Expense for EMS supplies
3820	Fire Equip Non Capital	44,000.00	-3,000.00	41,000.00	Funds for EMS supplies
4305	Public Education	2,000.00	1,700.00	3,700.00	Funds for public education materials
4310	Training	15,000.00	-1,700.00	13,300.00	Funds to support public education materials
3830	Uniforms	4,000.00	400.00	4,400.00	Expenses for Uniforms
3840	Explorers	12,500.00	-400.00	12,100.00	Funds to support uniform expenses
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Net Change			0.00		

Brockport Fire District Abstract of Audited Vouchers from 6/06/2023 to 6/19/2023

Claimant	Invoice Date	Invoice	Voucher #	Description	Distribution Acct	A/P Owed	Check #	Chk Date
Voucher Type: Online								
NAPA Auto Parts	5/31/2023	1945039 (2023.05)	6,530	Parts for P235 and stock	AA.3910.400.000	46.23	0006277	6/19/2023
NAPA Auto Parts Total						46.23		
Total for Voucher Type: Online								
Voucher Type: Payroll								
ADP	6/03/2023	PR 06.09	6,538	06/09 Payroll	AA.3405.100.000	160.71		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.3410.100.000	561.84		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.3415.100.000	752.36		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.3420.100.000	662.22		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.9030.800.000	163.49		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.9050.800.000	44.88		6/09/2023
	6/03/2023	PR 06.09		06/09 Payroll	AA.9055.800.000	-5.42		6/09/2023
ADP Total						2,340.08		
Total for Voucher Type: Payroll						2,340.08		
Voucher Type: Prepaid								
AT&T Mobility	6/04/2023	28730226902x0612	6,513	Telephone	AA.3740.400.000	208.65		6/14/2023
AT&T Mobility Total						208.65		
Casella Waste Services	6/01/2023	1189278		Trash removal Station 1 June 2023	AA.3750.400.000	199.24		6/12/2023
	6/01/2023	1189279		Trash removal Station 3 June 2023	AA.3750.400.000	30.56		6/12/2023
Casella Waste Services Total						229.80		
Frontier Communication	6/01/2023	585-637-1017 (6,508	Telephone June 2023	AA.3740.400.000	231.12		6/16/2023
	6/01/2023	585-637-1034		Telephone June 2023	AA.3740.400.000	50.91		6/06/2023
	6/01/2023	585-637-1049		Telephone June 2023	AA.3740.400.000	121.92		6/06/2023
	6/01/2023	585-637-1052		Telephone June 2023	AA.3740.400.000	91.81		6/06/2023
	6/01/2023	585-637-3359		Telephone June 2023	AA.3740.400.000	95.24		6/06/2023
Frontier Communication Total						591.00		
RG&E	6/02/2023	2002-3355-124	6,512	Gas - May June 2023 Station 3	AA.3710.400.000	45.68		6/14/2023
RG&E Total						45.68		

Brockport Fire District Abstract of Audited Vouchers from 6/06/2023 to 6/19/2023

Claimant

Invoice Date	Invoice	Voucher #	Description	Distribution Acct	A/P Owed	Check #	Chk Date
5/02/2023	2023	6,519	Annual membership - 08/01/2023 - 07/31/24	AA.3515.400.000	175.00	0006278	6/19/2023
NFFPA Total					175.00 ✓		
5/31/2023	7945	6,520	Physicals - May 2023	AA.3615.400.000	1,196.00	0006279	6/19/2023
Northern Star Medical Billing and Collections Total					1,196.00 ✓		
5/25/2023	1649061241	6,528	Office supplies	AA.3505.400.000	61.92	0006280	6/19/2023
Staples Business Credit					61.92 ✓		
6/07/2023	T117798524994	6,533	Thruway toll	AA.3510.400.000	29.43	0006281	6/19/2023
Tolls by Mail					29.43 ✓		
5/26/2023	205490	6,531	Advanced cleaning and inspection	AA.3821.400.000	1,009.00	0006282	6/19/2023
Turnout Express					1,009.00 ✓		
6/06/2023	49489	6,535	Service stripes	AA.3830.400.000	32.50	0006283	6/19/2023
6/07/2023	49506		Dress uniform pants and stripes	AA.3830.400.000	200.00	0006283	6/19/2023
6/07/2023	49520		Baseball caps, dress cap, collar brass	AA.3830.400.000	244.50	0006283	6/19/2023
Uniform Express Total					477.00 ✓		
6/01/2023	BFD0623	6,516	June EAP services	AA.9089.800.000	195.75	0006284	6/19/2023
URMC Dept of Psychiatry					195.75 ✓		
URMC Dept of Psychiatry Total							

Brockport Fire District Abstract of Audited Vouchers from 6/06/2023 to 6/19/2023

Claimant

Invoice Date	Invoice	Voucher #	Description	Distribution Acct	A/P Owed	Check #	Chk Date
6/02/2023	Village of Brockport DPW	6,522	Fuel - May 2023	AA.3985.400.000	1,648.52	0006285	6/19/2023
	2023.05				1,648.52		
	Village of Brockport DPW Total				26,361.52		

Total:

Payroll Vouchers Total
 2,340.08
 27,715.11
 30,055.19

I certify that the vouchers listed above were audited by the Board of Fire Commissioners of the Brockport Fire District and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants the amount opposite his name. The treasurer is also authorized to transfer to the General Fund checking account the following amounts:

Department:

Communications Reserve
 General
 Payroll
 Total

5,500.00 - Computers
 22,215.11
 2,340.08
 30,055.19

6/19/23
 Date

Debra Bax

Debra Bax, Secretary Brockport Fire District

**BROCKPORT FIRE DISTRICT
LEGAL NOTICE**

RESOLUTION 2023-40

Purchase of 23 MT XT UR-UD Tracks for the Kubota RTV

The following resolution was adopted by the Board of Fire Commissioners of the Brockport Fire District on June 19, 2023.

Resolution to expend from the “Brockport Fire District Miscellaneous Equipment and Furnishings Capital Reserve Fund” for the purchase of a set of 23 MT XT UR-UD Tracks for the Kubota RTV.

WHEREAS, pursuant to §6-g of the General Municipal Law, the Brockport Fire District, Towns of Sweden and Clarkson, County of Monroe, State of New York, did establish the “Brockport Miscellaneous Equipment and Furnishings Capital Reserve Fund”, a capital reserve fund to finance the cost of acquisition or replacement of miscellaneous equipment and furnishings utilized in the operation of the Brockport Fire District, including, but not limited to, furnishings and furniture for the fire stations, miscellaneous incidental equipment required to maintain the fire district’s facilities and other non-firefighting equipment and furnishings that are included in the definition of capital as set forth in General Municipal Law §6-g but not within the purposes of the other Brockport Fire District §6-g Capital Reserve Funds.

WHEREAS, there is a need to purchase the set of 23 MT XT UR-UD Tracks for the 2022 Kubota RTV. The tracks offer more dependable traction in all conditions; muddy, snowy, rocky, or uneven terrain. They have a wider and larger wheelbase allowing them to disperse the weight more evenly. Installing the Tracks on the 2022 Kubota RTV will offer more versatility in responses involving search and rescue, snow situations, as well as any other responses involving difficult terrain to navigate in these situations.

WHEREAS, the purchase of the set of 23 MT XT UR-UD Tracks for the 2022 Kubota RTV is to be financed from monies in the above-referenced “Brockport Fire District Miscellaneous Equipment and Furnishings Capital Reserve Fund”, and it is the purpose of said capital reserve fund to fund the acquisition and purchase of such equipment by the Fire District;

NOW BE IT RESOLVED THAT, the Brockport Fire District is hereby authorized to expend from the “Brockport Fire District Miscellaneous Equipment and Furnishings Capital Reserve Fund” an amount not to exceed \$14,000 for the set of 23 MT XT UR-UD Tracks for the 2022 Kubota RTV;

BE IT IS FURTHER RESOLVED, that this resolution is subject to a permissive referendum and shall not take effect until 30 days has elapsed after its adoption, or unless approved at a special election of the qualified voters of the Brockport Fire District after a proper petition calling for such special election is filed with the secretary of the Brockport Fire District within the time permitted by law.

The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Patricia Connors, Chairwoman, Commissioner	Yes	Debra Bax, Commissioner	Yes
Allyn Hammel, Vice Chairman, Commissioner	Yes	David Georgiev, Commissioner	Yes
Willard Bird, Commissioner	Yes		

The resolution was thereupon duly declared to have been adopted subject to a permissive referendum.

Dated: June 19, 2023

Debra L. Bax, Secretary, Board of Fire Commissioners

Brockport Fire District

PO Box 131, 38 Market Street

Brockport NY 14420

Resolution
Utilize GML 103 (16) Exemption and Purchase Vehicle through Sourcewell
Purchase Contract dated 1 11 2022
\$ 516,737.00

Whereas General Municipal Law § 103(16) authorizes fire districts to purchase apparatus and equipment, through the use of contracts let by any state or any other political subdivision or district of that state, and such purchases made in accordance with General Municipal Law § 103(16) are deemed an exemption to the to the competitive bidding requirements of GML § 103, the purpose of the exemption is to reduce administrative and product cost, and increase efficiencies, and

Whereas The Board desires to memorialize its acquisition of a new Pierce Saber 1500 GPM pump, 1000 tank, short length, short wheelbase with a Purchase Contract dated 1 11 2022 \$ 516,737.00, and

Whereas the Board of Fire Commissioners of the Brockport Fire District did adopt an amendment to its procurement policy allowing the Board to utilize the exemption to the public bidding rules as set forth in GML § 103(16), as well an amendment to its procurement policy allowing the Board to utilize "Best Value" standard when the Board purchase goods and services, and

Whereas it is the responsibility of the Board of fire commissioners (Board) to review each proposed procurement to determine whether the procurements fall within the exception, and

Whereas for a purchase of apparatus to fall within this exception the following must be determined

1. The contract must have been let by any state or any other political subdivision or district of that state, and.
2. The contract must have been made available for use by other governmental entities.
3. The contract must have been let in a manner that constitutes competitive bidding "consistent with New York State law." i.e. there must be present a public solicitation of bids, and
4. Submission of sealed bids or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids submitted, and
5. Preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly, and
6. Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder., and

Whereas the district must also consider other factors such as an order with the manufacturer which will result in a contract with the Fire District in accordance with the terms and conditions of that contract, and there will be no advance payment requirement in the contract payment to the contract and the contract would be subject to standard procedures for claims processing, including audit of claims procedures, and

Whereas according to the Pumper justification from Assistant Chief Adam Leggert dated May 30, 2023, all justifying factors for the board to consider in order to use the exemption were addressed including

- Cost and time savings
- Available in state or county contracts
- Availability under supply schedule 70 and section 1122.
- Review of available manufacturers
- Advance payment on contracts
- Amendments to the purchasing and procurement policy is required
- Requirements of state finance law section 162, and

The Opinion of Fire District Counsel dated July 5, 2023, has been submitted to the Board

NOW THEREFORE, BE IT RESOLVED THAT

The Board of Fire Commissioners finds that the statutory factor allowing the Fire District to purchase the Pierce pumper Fire Fighting vehicle pursuant to the exception set forth in GML 103(16) were and continue to be present, and

BE IT FURTHER RESOLVED THAT

The Fire District Treasurer or her designee is authorized to continue all steps necessary to acquire the Pierce Saber fire fighting vehicle through the Sourcewell program, and,

BE IT FURTHER RESOLVED THAT

The Chairwoman is authorized to execute all documents to give this resolution its effect.

The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Commissioner Connors	Yes
Commissioner Bax	Yes
Commissioner Georgiev	Yes
Commissioner Bird	Yes
Commissioner Hammel	Yes

This resolution was thereupon declared duly adopted

Debbie Bax, Secretary
BOARD OF FIRE COMMISSIONERS
BROCKPORT FIRE DISTRICT
PO Box 131
38 Market Street
Brockport, New York 14420

Dated: June 19, 2023
Brockport, New York

To: Brockport Board of Fire Commissioners
From: Raymond S. DiRaddo, Esq,
Subject: Acquisition of Pierce Saber Pumper Fire Fighting Vehicle 1000-gal tank Through Sourcewell
Purchase contract dated 1/11/2022 \$516,737.00 Purchase Price
Date: June 5,2023

THIS MEMO AND THE MATERIAL CONTAINED IN THIS LETTER IS CONFIDENTIAL ATTORNEY- CLIENT PRIVILEGED INFORMATION. IT MAY NOT BE DISCLOSED PUBLICLY UNLESS THE BOARD OF FIRE COMMISSIONERS DESIRES TO WAIVE THE ATTORNEY –CLIENT PRIVILEGE AND DISCLOSE SUCH INFORMATION.

The Brockport Fire District entered into a contract to purchase a new Pierce Saber Pumper , with a 1000-gallon tank, shorten truck cab length and smaller wheel span fire fighting vehicle (pumper) utilizing a State of Minnesota consortium, SOURCEWELL, through the Churchville Fire Equipment. Attached are the contract with Sourcewell dated 6/17/2020 and contract with Churchville Fire Equipment dated 1/11/2022..

Attached are the contracts `

Legal Background

Brockport Fire District by Its assistant chief Adam Leggert prepared a written justification dated My 30, 2023 utilizing similar consideration used by the fire district in its 2020 purchase of a similar vehicle.

I have reviewed this written justification prepared by assistant chief Leggert which reiterates the necessary cost and savings realized by the fire district in proceeding to purchase through the Sourcewell program, as well as an outline of other factors necessary to justify the use of the exemption set forth in New York State Law¹, both steps are recommended in order for the Brockport Board of Fire Commissioners to by-pass the New York State public bidding rules.

I again reviewed documentation from the Sourcewell website², as well as the applicable State of Minnesota Statutes that govern the formation and workings of the consortium. Sourcewell is as before , a service cooperative created by the Minnesota legislature as a local unit of government.³ As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. ⁴ Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members.⁵ Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are available through the joint exercise of powers law to member agencies. ⁶

Membership in Sourcewell is available for all eligible state and local governments, education, higher education, and nonprofit entities across North America. ⁷ The Brockport Fire District is currently a member of the Sourcewell having signed an agreement with them dated 6/18 2020, which is currently in effect . This provision is not unlike New York State General Municipal Law that allows inter-municipal agreements among governments in New York State. ⁸ The State of Minnesota Statutes defines a local government as a political subdivision of another state, organized under that state's law. ⁹ As such, local governments from other states are defined under Minnesota Law as being political subdivisions. New York Fire Districts are defined as a political subdivision under New York Law. ¹⁰ Accordingly, Minnesota Law ¹¹ allows a New York Fire District to participate in the Sourcewell program as a local government.

Memo to Brockport Fire District from Raymond S. DiRaddo, Attorney 5- 5 -2023 (Contract 1 11 2022)

Sourcewell members' (Brockport Fire District) has ability to use cooperative purchasing contracts depends upon joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction.¹² Members have the ability to propose new or additional terms and conditions which do not interfere with the general purpose or intent established in the current contract. By reviewing your procurement documentation and local requirements, you may find there are specific requirements by your agency that are not included in the Sourcewell terms and conditions. I have reviewed the following factors again and made the following findings and conclusions.

PREREQUISITE # 1

The contract has been let by the United States or any agency thereof, any state or any other political subdivision or district.

To participate in the program, the Sourcewell a contract between the local government (the consortium) and the agency of another state, in this case the Brockport Fire District. There is also a defined procedure¹³ for the fire district to make purchases. The statutory basis for the consortium to make group purchases under Sourcewell. This statute allows local and not private parties such as, a private company, association or not-for-profit Corporation and a contract are made between the vendor and Sourcewell This arrangement satisfies the above first condition for the purchase to fall within the exception of New York State Law.¹⁴ Therefore, the contract has been let by the United States or any agency thereof, any state or any other political subdivision or district.

PREREQUISITE # 2

THE CONTRACT MUST HAVE BEEN MADE AVAILABLE FOR USE BY OTHER GOVERNMENTAL ENTITIES.

The OSC guidance letter¹⁵ states that the contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In the list of end users, there are New York local governments that are or have taken advantage of Sourcewell. Also, in its general terms and conditions there is language extending the terms and conditions of the contract to other governmental entities. There are no unilateral offers by vendors to extend contract pricing and other terms and conditions would fall outside the exception, since all new vendors must go through the same process before being allowed to participate as a vendor in the program. Therefore, the second prerequisite that the contract must have been made available for use by other governmental entities is met.

PREREQUISITE # 3

THE SOURCEWELL CONTRACT MUST BE LET IN A MANNER THAT CONSTITUTES COMPETITIVE BIDDING CONSISTENT WITH NEW YORK STATE LAW

New York State bidding laws are applicable to fire districts.¹⁶ Information on the procedures used to let the contract between HGAC and various and the numerous fire-fighting vehicle vendors has been obtained.¹⁷ To determining consistency with New York's bidding rules¹⁸ and the procedures used by the Sourcewell program, they need not be the same as those in New York. Instead, the procedures for letting the Sourcewell contracts must be in harmony or general agreement with, and further the same principles as the bidding requirements of GML § 103, the New York Bidding Statutes.

The New York Courts have stated that the underlying purposes of the public bidding statutes¹⁹ are to guard

against favoritism, improvidence, extravagance, fraud and corruption, and to foster honest competition in order that the Fire District may obtain the best goods and services at the lowest possible price to protect the public fisc. There are four fundamental questions that should be asked and found to be present in the procedures used by Sourcewell in letting its contract for the process to constitute competitive bidding consistent with New York State Law. These elements are:

- 1) Was there a public solicitation of bids?
- 2) Was there bid specifications providing a common standard for bidders to compete fairly?
- 3) Was there a sealed or secret bid process?
- 4) Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?

ELEMENT #1

PUBLIC SOLICITATION OF BIDS

New York's Bidding Rules requires an advertisement for bids or offers. ²⁰Accordingly, there must be a public solicitation for bids or offers to be consistent with the statutory advertising requirement under New York Law and to ensure that the purposes of the law are furthered.

In the invitation to bid ²¹ by Sourcewell , based in part on the response list received, covers the full range of fire apparatus manufacturers. Sourcewell solicits RFP by publication in compliance with federal requirements as well as those requires by Minnesota State Law Sourcewell advertises each RFP in print and online: through Salt Lake News (Utah), USA Today (National), Daily Journal of Commerce (Oregon), The State (South Carolina), on the Sourcewell website, and on e-commerce sites: Biddingo, MERX, Onvia, PublicPurchase, , which are national and country wide circulation. ²² Sourcewell maintains a list of manufacturers who were to receive requests for bids. It appears that several fire apparatus manufacturers are well represented in such a list, and many have received and responded to the bid solicitation. Accordingly, there was a public solicitation within the statutory advertising requirement in New York 's Law which serves to ensure that the purposes of New York Law ²³are furthered.

ELEMENT #2

THE SEALED OR SECRET BID PROCESS.

New York's General Municipal Law § 103 requires the submission of sealed bids, to secure and preserve the integrity of the process and confidentiality of all the bids submitted.

Source well conducts a pre-proposal conference, followed by receipt of Responses. Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A pre-proposal conference is conducted to answer questions and provide clarification. An addendum may be issued, as necessary. Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

The Sourcewell process requires that the response to the solicitation for bids be placed in a sealed response package with proper identification and log-in at the Sourcewell office.²⁴ In those standards terms and condition it is required that "Responses be enclosed in a sealed package and proposal must have a statement on the outside of the submission: SEALED BID PROPOSAL, DO NOT OPEN in MAIL ROOM. ²⁵ This secure bidding process is consistent with the sealed bidding requirement of GML §103, which achieves the goal of confidentiality of the bids submitted.

Regarding protection against collusion in the bidding process, the HGAC BUY documents require the bidder to certify that the prices have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to matter relating to such prices with other bidders or potential competitor. This certification is similar if not identical to the certification required under New York Law.

**ELEMENT #3
THE BID SPECIFICATIONS MUST PROVIDE A COMMON STANDARD FOR BIDDERS TO COMPETE FAIRLY**

New York Bidding Law states, in the preparation of bid specifications, or a similar document, there must be a common standard for bidders to compete fairly and they are applicable to all bidders.²⁶ Consistent with the purposes of GML § 103, the SOURCEWELL has requested all contracting entity, in advance of bidding, to convey the nature of the goods or services and other information necessary for prospective bidders to make an intelligent evaluation and bid, without being unduly restrictive. Upon review of the SOURCEWELL response to bids and the various lists of available vehicles to choose from, it is apparent that SOURCEWELL allowed the vendor broad latitude in the items that are placed for sale, implying that the request for bid is not at all restrictive, allowing several and multiple bids. There is a broad representation of vehicles manufacturers in the SOURCEWELL program.²⁷

Also, as stated earlier, there are standard terms and conditions that must be adhered to for SOURCEWELL to accept the vendor product. Given the multitude of responses, it is proof that the standards are sufficiently broad to receive the number of responses received by SOURCEWELL. Moreover, the bid invitation contains the ability of the bidder to provide general options that is features invitation to bid.²⁸

Based upon the checklist and report of the truck committee submitted herewith, the SOURCEWELL categories of vehicles is the acceptable standard of categories for fire vehicles, broad request, with proper categories of vehicles such and pumpers, pumper tankers, aerial ladders etc. The SOURCEWELL contains the ability of the bidder to provide general options that are featured in the invitation to bid. ²⁹,

Rejection of all bids was a power reserved to SOURCEWELL which term was set forth in the bidding documents.³⁰ SOURCEWELL had the ability to reject any and all responses to the request for bids misstatements, concealing a material fact, a non-conformity to the law or non-conformity to the accessories and required option as long as it meets or exceed the equivalent or substantial equivalent.³¹ SOURCEWELL may also waive the formalities or irregularities in any response except for pricing.

**ELEMENT #4
THE AWARD TO THE LOWEST BIDDER MATERIALLY OR SUBSTANTIALLY MET THE BID SPECIFICATIONS AND THE BIDDER WAS DETERMINED TO BE A RESPONSIBLE BIDDER**

SOURCEWELL states that the award will be based upon the lowest responsible bid, or based upon the bidder who provides the best value from SOURCEWELL participants.³² The New York Standard for acceptance of the bid states that "A contract awarded to other than the lowest responsible bidder meeting the specifications, or a contract awarded through a negotiation process, would not be consistent with the requirements and purposes of competitive bidding New York Law. ³³ There is compliance with GML§103 as to this factor.

CONCLUSION

Memo to Brockport Fire District from Raymond S. DiRaddo, Attorney 5- 5 -2023 (Contract 1 11 2022)

Based upon the written report justification submitted by the assistant Chief Leggert attached to this opinion as well as cited references, I not and recommend the following

- 1) The Board adopted such a resolution on May 11, 2020, adopting a best value determination. .
- 2) The Board adopt a resolution modifying it procurement policy to allow a purchase under this exemption to the New York Public Bidding rules³⁴. These steps are in a desirable sequence, and the abovementioned resolution should outline the considerations used in making such a decision, based upon the factors outlined under New York Law.³⁵ My understanding is the Board did on May 11, 2020, modify its procurement policy as required herein.
- 3) Finally, the board adopted a resolution using the SOURCEWELL process for the procurement of a Pierce Saber pumper.
- 4) That the above documentation and this opinion form the content of the file used to justify the purchase of this vehicle.

I make this report to you with the understanding that this letter and the material contained in this letter is confidential attorney- client privileged information. It may not be disclosed publicly unless the Board of Fire Commissioners desires to waive the attorney–client privilege and disclose such information. Also, this opinion is limited to the Brockport Fire District acquisition of the Pierce Saber pumper and may not be relied upon for any future purchase by or through the HGAC program or any similar programs or consortiums. Finally, this opinion has been prepared specifically for the Brockport Fire District and may not be used or relied upon by any other local governmental entity or fire district.

¹ General Municipal Law § 103(16)

² www.Sourcewell.com

³ Minn. Const. art. XII, sec. 3

⁴ Minn. Stat. § 123A.21Subd. 4

⁵ Minn. Stat. § 123A.21Subd. 7(23)

⁶ Minn. Stat. § 471.59

⁷ Minn. Stat. § 123A.2Subd. 3

⁸ GML § 119-o

⁹ Minnesota Statute §123A.21

¹⁰ Town Law §174 (7)

¹¹

¹² G.M.L. §119-o

¹³

¹⁴ GML §103(16)

¹⁵ Office of the State Comptroller, New “Piggybacking” Law – Exception to Competitive Bidding, July 2016

¹⁶ GML § 103, see also Office of the State Comptroller, New “Piggybacking” Law – Exception to Competitive Bidding, July 2016) (Updated)

¹⁷ www.Sourcewell.com. See attached

¹⁸ GML § 103

¹⁹ GML § 103

²⁰ GML § 103

²¹ www.Sourcewell.com. See attached

²² 2 C.F.R. §§200.319, 200.320, 200.321

²³ GML § 103

²⁴ www.Sourcewell.com. See attached

²⁵ www.Sourcewell.com. See attached

²⁶ www.Sourcewell.com. See attached

²⁷ See endnote #22

²⁸ www.Sourcewell.com. See attached

²⁹ www.Sourcewell.com. See attached

³⁰ www.Sourcewell.com. See attached

³¹ www.Sourcewell.com. See attached

³² www.Sourcewell.com. See attached

³³ GML § 103

³⁴ GML §103(16).

³⁵GML §103(16).

MEMO

TO: BROCKPORT FIRE DISTRICT, BOARD OF COMMISSIONERS

FROM: Assistant Fire Chief Adam Leggert

DATE: May 30, 2023

RE: PURCHASE OF PIERCE SABER PUMPER FIRE FIGHTING VEHICLE THROUGH SOURCEWELL CONSORTIUM . Contract date 1/11/2022. Price \$ 516,737.00. 1000 Gallon .

Although , this report is dated after the contract date. This report reiterates the factors that gave rise to the district's acquisition of the above vehicle.

- 1) Reviewed the truck documentation with Sourcewell to determine if this smaller pumper continues to meet the needs of the Brockport Fire District.
- 2) Identify items that may be missing from the specs and drawings received from the manufacturer and create a list of recommended add-ons.
- 3) Review how this vehicle will be used, what vehicle(s) are currently performing these functions, and whether the recommendations of the Demo smaller pumper committee is still pertinent and whether these recommendations have changed.
- 4) Document what current vehicle needs replacing including maintenance records, mileage, average life of vehicles with use and age similar to BFDs vehicle.
- 5) Determine if the prior pricing comparison of similar trucks from other vendors are still relevant.

Summary

Does the Proposed Smaller Pierce Saber Pumper Meet District Needs?

The Brockport Fire District protects many various types of residential housing on varied street and highways, from the smaller confined village street to the longer twisted driveways in the more rural areas of the district and every type of dwelling in between. The district protects a hospital, a state university with multiple high-rise buildings and an extension commercial area. The Pierce Saber pumper is shorter in length and wheelbase and this smaller pumper will meet the district's needs better than our existing older pumpers. The district needs a vehicle that has good maneuverability in some of the narrower streets of the village, and other narrower areas of the district, but it will also allow ease of access to many of the longer twisting driveways that the fire district encounters in more rural area many country homeowners seem to prefer today. This also provides us with a truck that is easier to drive. Some of our members who were intimidated by our larger fire apparatus are no longer intimidated with the smaller pumper. The choice of this smaller pumper alleviated that problem. Even though physically smaller, it carries the same amount of water, same pump

capacity as well as hose load and other equipment. Finally, the acquisition of this pumper will be identical to the existing Pierce Saber pumpers that are part of the district's vehicle fleet, which will reduce training time for the members who use the vehicles. This pumper will be the third of its kind within the fleet which make the use of the vehicle more familiar to the members,

Identify Add-ons

Because the demands of the fire district are many, the current smaller pumper contains additional items to this vehicle needed in many areas of the district. The recommended front suction, Federal Q siren and 2 10ft lengths of hard suction were included in the quoted price.

Vehicle Fleet plan, including where vehicle is to be housed

This smaller pumper, because of its shorter length and wheelbase, can be housed in any of the district fire stations, which is more difficult with the larger pumpers. The Barge Canal splits the fire district, and the closing of the Main Street bridge for the next twelve months is the principal means of north-south travel within the district. The Fire Chief has reassigned equipment North or South of the canal as necessary. The acquisition of this smaller facilitates this vehicle assignment and augments the vehicle feller plan.

Justification for replacing current vehicle:

The present pumper (235) is being replaced. This pumper is nineteen years old. The annual cost of repairs to this first line pumper is increasing every year, and these repair costs will continue to increase yearly as the district retains this vehicle. Reliability is also an issue. With the new Pierce Saber pumper, repair costs will be drastically cut. The new pumper will be more reliable and will contain the New York State one year bumper to bumper warranty.

Review pricing comparison of similar demo trucks from other vendors:

The district is to acquire a newly built demo model, cutting down on the time this vehicle would be available. Its longevity to the district and a complete warranty are attractive factors for this purchase.

The district needs more than 500 gallons of vehicle storage capacity; hence this vehicle has a 1000-gallon tank which helps with some of the districts where hydrants

are not available. This feature is enough , standing alone, to sway this recommendation away from other manufacturers. The issue of serviceability is another important factor the committee discussed.

Local service center.

This smaller pumper through Sourcewell has a local service center and where appropriate for minor repairs can have service done at the station where the vehicle is housed .

Reduction in fire district administrative costs:

The prior finding of the 2020 truck committee still stand . Many man hours will be saved by going to a consortium purchase. Considering the time spent writing specs, meeting with vendors, evaluating bid proposals, traveling to other districts to examine similar apparatus, this will be saved if the district goes with a consortium purchase. This fire district, over the past several years have seen district commissioners, Chiefs and firefighters spend many, many hours working through the above steps in awarding a contract for the Quint, pumper/tanker and rescue truck. Each committee consisted of two commissioners, the district treasurer, one chief officer and three fire fighters. On average they spent four hours per month over the course of a year on each piece of apparatus. A conservative estimated of man hours for all three rigs is approximately (6 people at 4hr/month for one year) equals 268-man hours. These hours will be diminished considerably with a consortium purchase.

Reduction in product cost:

By using a consortium purchase for a stock truck, and purchasing a demo, the district will realize a savings over the cost of producing the specification for a new pumper. The purchase of a demo allows the district to receive a new truck in a shorter time as opposed to waiting a year(s) for a vehicle built in accordance with district specifications. Waiting a year increases our maintenance costs on the present pumper we are replacing, a cost we would not have if a new vehicle was placed in service in a shorter time frame. Also, the procedure allows us to purchase a new truck from a servicing dealer located within ten miles of our district eliminating the long trips to other services centers. With the need to have our volunteer members close to home for our emergencies, the closer we are to the service center the better for the district.

Increased efficiencies:

A new truck eliminates maintenance costs for the duration of the warranty as well as providing us with a local dealer for necessary repairs after warranty. Being an all-volunteer district, it is becoming more and more difficult to get members willing to serve on these committees and where necessary drive long distances to take a truck in for repair and then return to pick it up at a later date.

Other factors

This pumper costs \$ 516,737.00 with Federal Q, front intake, 2 lengths hard suction, a small change to the front bumper, and the addition of a trash line.

Other fire districts within and outside of Monroe have used or are using Sourcewell consortium.

In all cases all manufacturer who sells a vehicle in New York State must provide the NYS Warranty. The Sourcewell bid was done through a sealed competitive bid process.

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Churchville Fire Equipment Corporation ("Company"), and the Brockport Fire District, a New York State Fire District, ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Company Proposal" means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company'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 both Customer and Company ("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 \$516,737.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, provided however, that the first party shall notify second party in writing at least ten (10) days prior to the first party implementing such changes, describing such changes and the respective increase in costs therefor, for review and approval by second party prior to delivery.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer 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. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company 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 Company; (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. Company 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 Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within 360-390 calendar days of the Effective Date of this Agreement, F.O.B. Brockport, N.Y. Risk of loss shall pass to Customer upon Delivery. (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 Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company 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.

9. **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:

Company	Customer
<u>Churchville Fire Equipment Corp.</u>	<u>Brockport Fire District</u>
<u>340 Sanford Road South</u>	<u>38 Market St. PO Box 131</u>
<u>Churchville, NY 14428</u>	<u>Brockport, NY 14420-0131</u>

10. **Standard Warranty.** Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. **Exclusions of Incidental and Consequential Damages.** In no event shall Company 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 Company's own negligence, or otherwise.

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

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) Company 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 Company.

13. 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 Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company 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.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

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

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of New York.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. 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 Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

CHURCHVILLE FIRE EQUIPMENT CORP.

Name: P. Doudley

Title: VICE PRESIDENT

Date: JAN 11, 2022

CUSTOMER: BROCKPORT FIRE DISTRICT

Name: Patricia P. Connor

Title: Commissioner

Date: 1/11/2022

EXHIBIT A

PURCHASE DETAIL FORM
Company

Date: _____

Customer Name: Brockport Fire District

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Saber®	Custom Pumper	\$516,737.00

Warranty Period: See Pierce Proposal

Training Requirements: Training to be conducted at customer's fire station

Other Matters:

Unit being purchased through the Sourcewell Bid Consortium

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment due in full at the time the completed apparatus is delivered to the Brockport Fire District.

Optional Terms:

Chassis Payment: Payment equal to the chassis cost of \$275,551.00 due within 30 days of contract signing balance payable at time of the finished apparatus is delivered to the Brockport Fire District.

Deduct..... \$13,006.00

Select by signing Patricia P. Connor Date 1/11/2022

Option: 100% Performance/Payment Bond. Add \$1,240.00

Select by signing Patricia P. Connor Date 1/11/2022

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company 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 Company 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 allowances 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 per month or such lesser amount permitted by law. Company 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 non-conformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the non-conformance 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. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company 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 Company, Company 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 New York.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2022 BETWEEN COMPANY AND The Brockport Fire District. 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 COMPANY HEREBIN.

SEE PBRCE PROPOSAL DATED 8/18/2021

WARRANTY

EXHIBIT B

SBB PIERCE PROPOSAL 8/18/2021

COMPANY PROPOSAL

EXHIBIT C



180862

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Brockport Fire District (hereinafter referred to as the "Member").

Agreement

- 1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name BRockPORT FIRE DISTRICT

By Patricia P. Collins
Its Commissioner/Chairperson
TITLE

6/18/2020
DATE

Sourcewell
DocuSigned by:

Chad Coquette
7E4288F817A84CC...
Executive Director/CEO
TITLE

6/19/2020 | 3:31 PM CDT
DATE



MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Brockport Fire District

Address* P.O. Box 131

City Brockport

State/Province Code NY ZIP code* 14420

Country U.S.A.

Employer Identification Number 36-47220-50

Website www.brockportfire.org

Contact person* (First, Last) Patricia P. Connors

Job Title* Commissioner

Job Role* Chairperson

E-mail* pconnors@brockportfire.org

Phone* 585-637-1036

Organization Type:

- Government
- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed



Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

Resolution
Utilize GML 103 (16) Exemption and Purchase Vehicle through Sourcewell
Purchase Contract dated 2 7 2023
\$ 645,631.00

Whereas General Municipal Law§ 103(16) authorizes fire districts to purchase apparatus and equipment, through the use of contracts let by any state or any other political subdivision or district of that state, and such purchases made in accordance with General Municipal Law§ 103(16) are deemed an exemption to the to the competitive bidding requirements of GML § 103, the purpose of the exemption is to reduce administrative and product cost, and increase efficiencies, and

Whereas The Board desires to memorialize it acquisition of a new Pierce Saber 1500 GPM pump, 1000 tank, short length, short wheelbase with a Purchase Contract dated 2 7 2023 \$ 645,631.00, and

Whereas the Board of Fire Commissioners of the Brockport Fire District did adopt an amendment to its procurement policy allowing the Board to utilize the exemption to the public bidding rules as set forth in GML § 103(16), as well an amendment to its procurement policy allowing the Board to utilize "Best Value" standard when the Board purchase goods and services, and

Whereas it is the responsibility of the Board of fire commissioners (Board) to review each proposed procurement to determine whether the procurements fall within the exception, and

Whereas for a purchase of apparatus to fall within this exception the following must be determined

1. The contract must have been let by any state or any other political subdivision or district of that state, and.
2. The contract must have been made available for use by other governmental entities.
3. The contract must have been let in a manner that constitutes competitive bidding "consistent with New York State law." i.e. there must be present a public solicitation of bids, and
4. Submission of sealed bids or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids submitted, and
5. Preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly, and
6. Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder., and

Whereas the district must also consider other factors such as an order with the manufacturer which will result in a contract with the Fire District in accordance with the terms and conditions of that contract, and there will be no advance payment requirement in the contract payment to the contract and the contract would be subject to standard procedures for claims processing, including audit of claims procedures, and

Whereas according to the Pumper justification from Assistant Chief Adam Leggert dated May 30, 2023, all justifying factors for the board to consider in order to use the exemption were addressed including

- Cost and time savings
- Available in state or county contracts
- Availability under supply schedule 70 and section 1122.
- Review of available manufacturers
- Advance payment on contracts
- Amendments to the purchasing and procurement policy is required
- Requirements of state finance law section 162, and

The Opinion of Fire District Counsel dated July 5, 2023, has been submitted to the Board

NOW THEREFORE, BE IT RESOLVED THAT

The Board of Fire Commissioners finds that the statutory factor allowing the Fire District to purchase the Pierce pumper Fire Fighting vehicle pursuant to the exception set forth in GML 103(16) were and continue to be present, and

BE IT FURTHER RESOLVED THAT

The Fire District Treasurer or her designee is authorized to continue all steps necessary to acquire the Pierce Saber fire fighting vehicle through the Sourcewell program, and,

BE IT FURTHER RESOLVED THAT

The Chairwoman is authorized to execute all documents to give this resolution its effect.

The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Commissioner Connors	Yes
Commissioner Bax	Yes
Commissioner Georgiev	Yes
Commissioner Bird	Yes
Commissioner Hammel	Yes

This resolution was thereupon declared duly adopted

Debbie Bax, Secretary
BOARD OF FIRE COMMISSIONERS
BROCKPORT FIRE DISTRICT
PO Box 131
38 Market Street
Brockport, New York 14420

Dated: June 19, 2023
Brockport, New York

To: Brockport Board of Fire Commissioners
From: Raymond S. DiRaddo, Esq,
Subject: Acquisition of Pierce Saber Pumper Fire Fighting Vehicle 1000-gal tank Through Sourcewell
Purchase contract dated 2/7/ 2023 \$ 645,631.00 Purchase Price
Date: June 5,2023

THIS MEMO AND THE MATERIAL CONTAINED IN THIS LETTER IS CONFIDENTIAL ATTORNEY- CLIENT PRIVILEGED INFORMATION. IT MAY NOT BE DISCLOSED PUBLICLY UNLESS THE BOARD OF FIRE COMMISSIONERS DESIRES TO WAIVE THE ATTORNEY –CLIENT PRIVILEGE AND DISCLOSE SUCH INFORMATION.

The Brockport Fire District entered into a contract to purchase a new Pierce Saber Pumper , with a 1000-gallon tank, shorten truck cab length and smaller wheel span fire fighting vehicle (pumper) utilizing a State of Minnesota consortium, SOURCEWELL, through the Churchville Fire Equipment. Attached are the contract with Sourcewell dated 6/17/2020 and contract with Churchville Fire Equipment dated 2/7/2023.

Attached are the contracts`

Legal Background

Brockport Fire District by Its assistant chief Adam Leggert prepared a written justification dated May 30, 2023 utilizing similar consideration used by the fire district in its 2020 purchase of a similar vehicle.

I have reviewed this written justification prepared by assistant chief Leggert which reiterates the necessary cost and savings realized by the fire district in proceeding to purchase through the Sourcewell program, as well as an outline of other factors necessary to justify the use of the exemption set forth in New York State Law¹, both steps are recommended in order for the Brockport Board of Fire Commissioners to by-pass the New York State public bidding rules.

I again reviewed documentation from the Sourcewell website², as well as the applicable State of Minnesota Statutes that govern the formation and workings of the consortium. Sourcewell is as before , a service cooperative created by the Minnesota legislature as a local unit of government.³ As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. ⁴ Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members.⁵ Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are available through the joint exercise of powers law to member agencies. ⁶

Membership in Sourcewell is available for all eligible state and local governments, education, higher education, and nonprofit entities across North America. ⁷ The Brockport Fire District is currently a member of the Sourcewell having signed an agreement with them dated 6/18 2020, which is currently in effect . This provision is not unlike New York State General Municipal Law that allows inter-municipal agreements among governments in New York State. ⁸ The State of Minnesota Statutes defines a local government as a political subdivision of another state, organized under that state's law. ⁹ As such, local governments from other states are defined under Minnesota Law as being political subdivisions. New York Fire Districts are defined as a political subdivision under New York Law. ¹⁰ Accordingly, Minnesota Law ¹¹ allows a New York Fire District to participate in the Sourcewell program as a local government.

Memo to Brockport Fire District from Raymond S. DiRaddo, Attorney 5- 5 -2023 (Contract 1 11 2022)

Sourcewell members' (Brockport Fire District) has ability to use cooperative purchasing contracts depends upon joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction.¹² Members have the ability to propose new or additional terms and conditions which do not interfere with the general purpose or intent established in the current contract. By reviewing your procurement documentation and local requirements, you may find there are specific requirements by your agency that are not included in the Sourcewell terms and conditions. I have reviewed the following factors again and made the following findings and conclusions.

PREREQUISITE # 1

The contract has been let by the United States or any agency thereof, any state or any other political subdivision or district.

To participate in the program, the Sourcewell a contract between the local government (the consortium) and the agency of another state, in this case the Brockport Fire District. There is also a defined procedure ¹³ for the fire district to make purchases. The statutory basis for the consortium to make group purchases under Sourcewell. This statute allows local and not private parties such as, a private company, association or not-for-profit Corporation and a contract are made between the vendor and Sourcewell This arrangement satisfies the above first condition for the purchase to fall within the exception of New York State Law. ¹⁴ Therefore, the contract has been let by the United States or any agency thereof, any state or any other political subdivision or district.

PREREQUISITE # 2

THE CONTRACT MUST HAVE BEEN MADE AVAILABLE FOR USE BY OTHER GOVERNMENTAL ENTITIES.

The OSC guidance letter¹⁵ states that the contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In the list of end users, there are New York local governments that are or have taken advantage of Sourcewell. Also, in its general terms and conditions there is language extending the terms and conditions of the contract to other governmental entities. There are no unilateral offers by vendors to extend contract pricing and other terms and conditions would fall outside the exception, since all new vendors must go through the same process before being allowed to participate as a vendor in the program. Therefore, the second prerequisite that the contract must have been made available for use by other governmental entities is met.

PREREQUISITE # 3

THE SOURCEWELL CONTRACT MUST BE LET IN A MANNER THAT CONSTITUTES COMPETITIVE BIDDING CONSISTENT WITH NEW YORK STATE LAW

New York State bidding laws are applicable to fire districts. ¹⁶. Information on the procedures used to let the contract between HGAC and various and the numerous fire-fighting vehicle vendors has been obtained. ¹⁷ To determining consistency with New York's bidding rules ¹⁸and the procedures used by the Sourcewell program, they need not be the same as those in New York. Instead, the procedures for letting the Sourcewell contracts must be in harmony or general agreement with, and further the same principles as the bidding requirements of GML § 103, the New York Bidding Statutes.

The New York Courts have stated that the underlying purposes of the public bidding statutes ¹⁹are to guard

against favoritism, improvidence, extravagance, fraud and corruption, and to foster honest competition in order that the Fire District may obtain the best goods and services at the lowest possible price to protect the public fisc. There are four fundamental questions that should be asked and found to be present in the procedures used by Sourcewell in letting its contract for the process to constitute competitive bidding consistent with New York State Law. These elements are:

- 1) Was there a public solicitation of bids?
- 2) Was there bid specifications providing a common standard for bidders to compete fairly?
- 3) Was there a sealed or secret bid process?
- 4) Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?

ELEMENT #1

PUBLIC SOLICITATION OF BIDS

New York's Bidding Rules requires an advertisement for bids or offers. ²⁰Accordingly, there must be a public solicitation for bids or offers to be consistent with the statutory advertising requirement under New York Law and to ensure that the purposes of the law are furthered.

In the invitation to bid ²¹ by Sourcewell, based in part on the response list received, covers the full range of fire apparatus manufacturers. Sourcewell solicits RFP by publication in compliance with federal requirements as well as those requires by Minnesota State Law Sourcewell advertises each RFP in print and online: through Salt Lake News (Utah), USA Today (National), Daily Journal of Commerce (Oregon), The State (South Carolina), on the Sourcewell website, and on e-commerce sites: Biddingo, MERX, Onvia, PublicPurchase, , which are national and country wide circulation. ²² Sourcewell maintains a list of manufacturers who were to receive requests for bids. It appears that several fire apparatus manufacturers are well represented in such a list, and many have received and responded to the bid solicitation. Accordingly, there was a public solicitation within the statutory advertising requirement in New York 's Law which serves to ensure that the purposes of New York Law ²³are furthered.

ELEMENT #2

THE SEALED OR SECRET BID PROCESS.

New York's General Municipal Law § 103 requires the submission of sealed bids, to secure and preserve the integrity of the process and confidentiality of all the bids submitted.

Source well conducts a pre-proposal conference, followed by receipt of Responses. Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A pre-proposal conference is conducted to answer questions and provide clarification. An addendum may be issued, as necessary. Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

The Sourcewell process requires that the response to the solicitation for bids be placed in a sealed response package with proper identification and log-in at the Sourcewell office.²⁴ In those standards terms and condition it is required that "Responses be enclosed in a sealed package and proposal must have a statement on the outside of the submission: SEALED BID PROPOSAL, DO NOT OPEN in MAIL ROOM. ²⁵ This secure bidding process is consistent with the sealed bidding requirement of GML §103, which achieves the goal of confidentiality of the bids submitted.

Regarding protection against collusion in the bidding process, the HGAC BUY documents require the bidder to certify that the prices have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to matter relating to such prices with other bidders or potential competitor. This certification is similar if not identical to the certification required under New York Law.

ELEMENT #3

THE BID SPECIFICATIONS MUST PROVIDE A COMMON STANDARD FOR BIDDERS TO COMPETE FAIRLY

New York Bidding Law states, in the preparation of bid specifications, or a similar document, there must be a common standard for bidders to compete fairly and they are applicable to all bidders.²⁶ Consistent with the purposes of GML § 103, the SOURCEWELL has requested all contracting entity, in advance of bidding, to convey the nature of the goods or services and other information necessary for prospective bidders to make an intelligent evaluation and bid, without being unduly restrictive. Upon review of the SOURCEWELL response to bids and the various lists of available vehicles to choose from, it is apparent that SOURCEWELL allowed the vendor broad latitude in the items that are placed for sale, implying that the request for bid is not at all restrictive, allowing several and multiple bids. There is a broad representation of vehicles manufacturers in the SOURCEWELL program.²⁷

Also, as stated earlier, there are standard terms and conditions that must be adhered to for SOURCEWELL to accept the vendor product. Given the multitude of responses, it is proof that the standards are sufficiently broad to receive the number of responses received by SOURCEWELL . Moreover, the bid invitation contains the ability of the bidder to provide general options that is features invitation to bid.²⁸

Based upon the checklist and report of the truck committee submitted herewith, the SOURCEWELL categories of vehicles is the acceptable standard of categories for fire vehicles, broad request, with proper categories of vehicles such and pumpers, pumper tankers, aerial ladders etc. The SOURCEWELL contains the ability of the bidder to provide general options that are featured in the invitation to bid. ²⁹,

Rejection of all bids was a power reserved to SOURCEWELL which term was set forth in the bidding documents.³⁰ SOURCEWELL had the ability to reject any and all responses to the request for bids misstatements, concealing a material fact, a non-conformity to the law or non-conformity to the accessories and required option as long as it meets or exceed the equivalent or substantial equivalent.³¹ SOURCEWELL may also waive the formalities or irregularities in any response except for pricing.

ELEMENT #4

THE AWARD TO THE LOWEST BIDDER MATERIALLY OR SUBSTANTIALLY MET THE BID SPECIFICATIONS AND THE BIDDER WAS DETERMINED TO BE A RESPONSIBLE BIDDER

SOURCEWELL states that the award will be based upon the lowest responsible bid, or based upon the bidder who provides the best value from SOURCEWELL participants.³² The New York Standard for acceptance of the bid states that "A contract awarded to other than the lowest responsible bidder meeting the specifications, or a contract awarded through a negotiation process, would not be consistent with the requirements and purposes of competitive bidding New York Law . ³³ There is compliance with GML§103 as to this factor.

CONCLUSION

Memo to Brockport Fire District from Raymond S. DiRaddo, Attorney 5- 5 -2023 (Contract 1 11 2022)

Based upon the written report justification submitted by the assistant Chief Leggert attached to this opinion as well as cited references, I not and recommend the following

- 1) The Board adopted such a resolution on May 11, 2020, adopting a best value determination. .
- 2) The Board adopt a resolution modifying it procurement policy to allow a purchase under this exemption to the New York Public Bidding rules³⁴. These steps are in a desirable sequence, and the abovementioned resolution should outline the considerations used in making such a decision, based upon the factors outlined under New York Law.³⁵ My understanding is the Board did on May 11, 2020, modify its procurement policy as required herein.
- 3) Finally, the board adopted a resolution using the SOURCEWELL process for the procurement of a Pierce Saber pumper.
- 4) That the above documentation and this opinion form the content of the file used to justify the purchase of this vehicle.

I make this report to you with the understanding that this letter and the material contained in this letter is confidential attorney- client privileged information. It may not be disclosed publicly unless the Board of Fire Commissioners desires to waive the attorney –client privilege and disclose such information. Also, this opinion is limited to the Brockport Fire District acquisition of the Pierce Saber Pumper and may not be relied upon for any future purchase by or through the HGAC program or any similar programs or consortiums. Finally, this opinion has been prepared specifically for the Brockport Fire District and may not be used or relied upon by any other local governmental entity or fire district.

¹ General Municipal Law § 103(16)

² www.Sourcewell.com

³ Minn. Const. art. XII, sec. 3

⁴ Minn. Stat. § 123A.21Subd. 4

⁵ Minn. Stat. § 123A.21Subd. 7(23)

⁶ Minn. Stat. § 471.59

⁷ Minn. Stat. § 123A.2Subd. 3

⁸ GML § 119-o

⁹ Minnesota Statute §123A.21

¹⁰ Town Law §174 (7)

¹¹

¹² G.M.L. §119-o

¹³

¹⁴ GML§103(16)

¹⁵ Office of the State Comptroller, New "Piggybacking "Law – Exception to Competitive Bidding, July 2016

¹⁶ GML § 103, see also Office of the State Comptroller, New "Piggybacking "Law – Exception to Competitive Bidding, July 2016) (Updated)

¹⁷ www.Sourcewell.com. See attached

¹⁸ GML § 103

¹⁹ GML § 103

²⁰ GML § 103

²¹ www.Sourcewell.com. See attached

²² 2 C.F.R. §§200.319, 200.320, 200.321

²³ GML § 103

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- ²⁴ www.Sourcewell.com. See attached
²⁵ www.Sourcewell.com. See attached
²⁶ www.Sourcewell.com. See attached
²⁷ See endnote #22
²⁸ www.Sourcewell.com. See attached
²⁹ www.Sourcewell.com. See attached
³⁰ www.Sourcewell.com. See attached
³¹ www.Sourcewell.com. See attached
³² www.Sourcewell.com. See attached
³³ GML § 103
³⁴ GML §103(16).
³⁵GML §103(16).

MEMO

TO: BROCKPORT FIRE DISTRICT, BOARD OF COMMISSIONERS

FROM: Assistant Fire Chief Adam Leggert

DATE: May 30, 2023

RE: PURCHASE OF PIERCE SABER PUMPER FIRE FIGHTING VEHICLE THROUGH SOURCEWELL CONSORTIUM . Contract date 2/7/2023. Price \$645,631.00. 1000 Gallon .

Although , this report is dated after the contract date. This report reiterates the factors that gave rise to the district's acquisition of the above vehicle.

- 1) Reviewed the truck documentation with Sourcewell to determine if this smaller pumper continues to meet the needs of the Brockport Fire District.
- 2) Identify items that may be missing from the specs and drawings received from the manufacturer and create a list of recommended add-ons.
- 3) Review how this vehicle will be used, what vehicle(s) are currently performing these functions, and whether the recommendations of the Demo smaller pumper committee is still pertinent and whether these recommendations have changed.
- 4) Document what current vehicle needs replacing including maintenance records, mileage, average life of vehicles with use and age similar to BFDs vehicle.
- 5) Determine if the prior pricing comparison of similar trucks from other vendors are still relevant.

Summary

Does the Proposed Smaller Pierce Saber Pumper Meet District Needs?

The Brockport Fire District protects many various types of residential housing on varied street and highways, from the smaller confined village street to the longer twisted driveways in the more rural areas of the district and every type of dwelling in between. The district protects a hospital, a state university with multiple high-rise buildings and an extension commercial area. The Pierce Saber pumper is shorter in length and wheelbase and this smaller pumper will meet the district's needs better than our existing older pumpers. The district needs a vehicle that has good maneuverability in some of the narrower streets of the village, and other narrower areas of the district, but it will also allow ease of access to many of the longer twisting driveways that the fire district encounters in more rural area many country homeowners seem to prefer today. This also provides us with a truck that is easier to drive. Some of our members who were intimidated by our larger fire apparatus are no longer intimidated with the smaller pumper. The choice of this smaller pumper alleviated that problem. Even though physically smaller, it carries the same amount of water, same pump capacity as well as hose load and other equipment. Finally, the acquisition of this

pumper will be identical to the existing Pierce Saber pumpers that are part of the district's vehicle fleet, which will reduce training time for the members who use the vehicles. This pumper will be the third of its kind within the fleet which make the use of the vehicle more familiar to the members,

Identify Add-ons

Because the demands of the fire district are many, the current smaller pumper contains additional items to this vehicle needed in many areas of the district. The recommended front suction, Federal Q siren and 2 10ft lengths of hard suction were included in the quoted price.

Vehicle Fleet plan, including where vehicle is to be housed

This smaller pumper, because of its shorter length and wheelbase, can be housed in any of the district fire stations, which is more difficult with the larger pumpers. The Barge Canal splits the fire district, and the closing of the Main Street bridge for the next twelve months is the principal means of north-south travel within the district. The Fire Chief has reassigned equipment North or South of the canal as necessary. The acquisition of this smaller facilitates this vehicle assignment and augments the vehicle fleet plan.

Justification for replacing current vehicle:

The present pumper (234) is being replaced. It is fourteen years old. The annual cost of repairs to this first line pumper is increasing every year, and these repair costs will continue to increase yearly as the district retains this vehicle. Reliability is also an issue. With the new Pierce Saber pumper, repair costs will be drastically cut. The new pumper will be more reliable and will contain the New York State one year bumper to bumper warranty.

Review pricing comparison of similar demo trucks from other vendors:

The district is to acquire a newly built demo model, cutting down on the time this vehicle would be available. Its longevity to the district and a complete warranty are attractive factors for this purchase.

The district needs more than 500 gallons of vehicle storage capacity; hence this vehicle has a 1000-gallon tank which helps with some of the districts where hydrants are not available. This feature is enough, standing alone, to sway this

recommendation away from other manufacturers. The issue of serviceability is another important factor the committee discussed.

Local service center.

This smaller pumper through Sourcewell has a local service center and where appropriate for minor repairs can have service done at the station where the vehicle is housed .

Reduction in fire district administrative costs:

The prior finding of the 2020 truck committee still stand . Many man hours will be saved by going to a consortium purchase. Considering the time spent writing specs, meeting with vendors, evaluating bid proposals, traveling to other districts to examine similar apparatus, this will be saved if the district goes with a consortium purchase. This fire district, over the past several years have seen district commissioners, Chiefs and firefighters spend many, many hours working through the above steps in awarding a contract for the Quint, pumper/tanker and rescue truck. Each committee consisted of two commissioners, the district treasurer, one chief officer and three fire fighters. On average they spent four hours per month over the course of a year on each piece of apparatus. A conservative estimated of man hours for all three rigs is approximately (6 people at 4hr/month for one year) equals 268-man hours. These hours will be diminished considerably with a consortium purchase.

Reduction in product cost:

By using a consortium purchase for a stock truck, and purchasing a demo, the district will realize a savings over the cost of producing the specification for a new pumper. The purchase of a demo allows the district to receive a new truck in a shorter time as opposed to waiting a year(s) for a vehicle built in accordance with district specifications. Waiting a year increases our maintenance costs on the present pumper we are replacing, a cost we would not have if a new vehicle was placed in service in a shorter time frame. Also, the procedure allows us to purchase a new truck from a servicing dealer located within ten miles of our district eliminating the long trips to other services centers. With the need to have our volunteer members close to home for our emergencies, the closer we are to the service center the better for the district.

Increased efficiencies:

A new truck eliminates maintenance costs for the duration of the warranty as well as providing us with a local dealer for necessary repairs after warranty. Being an all-volunteer district, it is becoming more and more difficult to get members willing to serve on these committees and where necessary drive long distances to take a truck in for repair and then return to pick it up at a later date.

Other factors

This pumper costs \$645,631.00 with Federal Q, front intake, 2 lengths hard suction, a small change to the front bumper, and the addition of a trash line.

Other fire districts within and outside of Monroe have used or are using Sourcewell consortium.

In all cases all manufacturer who sells a vehicle in New York State must provide the NYS Warranty. The Sourcewell bid was done through a sealed competitive bid process.

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Churchville Fire Equipment Corporation ("Company"); and the Brockport Fire District, a New York State Fire District ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Company Proposal" means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company'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 both Customer and Company ("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. Subject to the provision herein, the Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$645,631.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, provided however, that the first party shall notify second party in writing at least ten (10) days prior to the first party implementing such changes, describing such changes and the respective increase in costs therefor, for review and approval by second party prior to delivery.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer 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. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 20% of the Purchase Price after completion of approval drawings, and; (b) 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. Company 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 Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. **Delivery, Inspection and Acceptance.** (a) **Delivery.** Delivery of the Product is scheduled to be within 570-630 calendar days of the Effective Date of this Agreement, F.O.B. Brockport, NY. Risk of loss shall pass to Customer upon Delivery. (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 Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company 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. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

9. **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:

Company
Churchville Fire Equipment Corp.
340 Sanford Road South
Churchville, NY 14428

Customer
Brockport Fire District
31 Market St. PO Box 131
Brockport, New York 14420

10. **Standard Warranty.** Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. **Exclusions of Incidental and Consequential Damages.** In no event shall Company 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 Company's own negligence, or otherwise.

11. **Force Majeure.** Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make 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 and supply chain, 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, pandemics, 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) Company 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 Company.

13. **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 Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company 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.

14. **Independent Contractors.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. **Assignment.** The customer may not assign its rights and obligations under this Agreement unless it has obtained the prior written approval from the Company. The Company may assign this Agreement in favor of any successors and/or assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

16. **Governing Law; Jurisdiction.** Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of New York. Any proceeding arising out of this Agreement shall be venued in a federal or state court located in Monroe County, New York, and the parties irrevocably submit to the exclusive jurisdiction of such courts in any such proceeding.

17. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. **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 Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. **Conflict.** In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.


Accepted and agreed to:

CHURCHVILLE FIRE EQUIPMENT CORP.

Name: _____

Title: _____

Date: _____


Fire President
2/7/2023

CUSTOMER: BROCKPORT FIRE DISTRICT

Name: _____

Title: _____

Date: _____



Commissioner
2/7/2023

EXHIBIT A
PURCHASE DETAIL FORM
Company

Date: 02/07/2023

Customer Name: Brockport Fire District

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Saber	Pierce Custom Pumper	\$645,631.00

Warranty Period: See Exhibit B

Training Requirements: Training to be conducted at customer's fire station

Other Matters:

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

100% Performance/Payment Bond included in Proposal price.

Unit being purchased using the Sourcewell Bid Consortium. \$2,000.00 Sourcewell Fee included in Proposal Price.

Payment Terms: Payment due in full at the time the completed apparatus is delivered to the Brockport Fire District

Optional Terms:

Chassis Payment: Payment equal to the chassis cost of \$329,235.00 due within 30 days of contract signing balance payable at time of the finished apparatus is delivered to the Brockport Fire District.

Deduct..... \$12,109.00

Select by signing _____ Date _____

or

A 50% prepayment of \$322,815.00 made on or before 1/15/2024 resulting in an interest/chassis discount of \$11,269.00. Amount due at delivery would be \$311,547.00.

Select by signing Patricia L. Amore Date 2/7/23

or

A 100% prepayment made on or before 1/15/2024 would result in an interest/chassis discount of \$13,398.00. Your net cost would be \$632,233.00 which would be due on or before 1/15/2024.

Select by signing _____ Date _____

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company 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 Company 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 per month or such lesser amount permitted by law. Company 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 Company 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. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company 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 Company, Company 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 New York.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 02/07, 2023 BETWEEN COMPANY AND The Brockport Fire District 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 COMPANY HEREIN.

EXHIBIT B

WARRANTY

SEE PIERCE PROPOSAL DATED 2/1/2023

EXHIBIT C
COMPANY PROPOSAL

SEE PIERCE PROPOSAL 2/1/2023



180862

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Brockport Fire District (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name BROCKPORT FIRE DISTRICT

By Patricia P. Burns
Its Commissioner/Chairperson
TITLE

6/18/2020
DATE

Sourcewell
DocuSigned by:

Chad Coquette
7EA2B8F817A8C0C
Executive Director/CEO
TITLE

6/19/2020 | 3:31 PM CDT
DATE



MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Brockport Fire District
Address* P.O. Box 131
City Brockport
State/Province Code NY ZIP code* 14420
Country U.S.A.
Employer Identification Number 36-47220-50
Website www.brockportfire.org
Contact person* (First, Last) Patricia P. Connors
Job Title* Commissioner
Job Role* Chairperson
E-mail* pconnors@brockportfire.org
Phone* 585-637-1036

Organization Type:

- Government
- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed



Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

Amendment to the Procurement Policy

The Brockport Fire District has authorized the use of the "Best Value" standard when awarding contracts in the competitive bidding process for purchase contracts. "Best Value" is defined in a resolution adopted by the board on May 18, 2020. The "Best Value" standard for selecting goods and services vendors ensures that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors. The Board of Fire Commissioners believes taxpayers are not well served when a public procurement results in low unit costs at the beginning, but ultimately results in cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. This "Best value" option provides additional procurement options to the Fire District in ways that may expedite the procurement process and result in cost savings. All bids proposals received will be awarded on a best value basis which optimizes quality, cost, and efficiency, among responsive and responsible bidders or proposal providers to the Brockport Fire District. Such basis shall reflect, wherever possible, objective, and quantifiable analysis as to how the award decision was reached. Such basis may also identify a quantitative factor for proposal providers that are small businesses or certified minority- or women-owned business enterprises, The "Best Value" procurement option links the procurement process directly to the fire district's performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services, and such basis shall reflect, wherever possible, objective and quantifiable analysis.

The Board of Fire Commissioners, in using the "Best Value" option, will evaluate any competitively bid contract or proposal based upon the following criteria.

1. Criteria that will incorporate quality with integrity through a selection procedure that enhances the probability of value while guarding against unfairness.
2. Ability of the bidder or provider to perform the required work as scheduled in the scope of work, as well as an acknowledgment by the bidder or provider that they have read the scope of work and understand the parameters of the project.
3. List of individuals who would be performing and participating in the work, and an organizational chart of the bidder or proposal provider.
4. Description of the advantages that distinguish the bid or proposal received as a leader in a project like the one bid and how those processes and/or elements will specifically benefit the Brockport Fire District.
5. Listing of similar projects or work with a brief narrative of improvements, including any special features, design originality and adaptability that the bidder or provider lent to the project.
6. An acknowledgement by the bidder or provider that understand and accept the Brockport Fire District's Insurance and Indemnification requirements.
7. Pricing, including alternative pricing proposals based upon the bid or the flexibility of the proposal.