



# Hamburg Township Public Safety Department

PO BOX 157 • HAMBURG, MICHIGAN 48139  
PHONE: (810) 231-9391 • FAX: (810) 231-9401  
EMAIL: [HATP@hamburg.mi.us](mailto:HATP@hamburg.mi.us)

*RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY*



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**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** December 30, 2024  
**RE:** Agenda Item Topic: **Purchase of Fire Apparatus**  
General Ledger #: **206-000.000-981.000**  
Number of Supporting Documents: 2  
NEW/OLD BUSINESS: **XXX** New Business

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## **Requested Action**

- Motion to approve the purchase of a 2025 Kenworth T880 Tandem Axel Chassis, 2-Door Commercial Cab, 3000-gallon tanker from the Sutphen Corporation through Apollo Fire Apparatus Sales and Service of Romeo, MI in a manner as determined by the Township Board.

## **Background**

Hamburg Township Fire Tanker 11 went into service in 2000 and was refurbished in 2015. Tanker 11 is scheduled in the department's capital forecast to be replaced in 2027. Several months ago, I requested that Deputy Director Newton research options/proposals for replacing Tanker 11 with the intent of presenting a recommendation to the Township Board at the Budget Strategic Planning Meeting in April of 2025.

Deputy Director Newton created a Tanker Apparatus Committee to seek out proposals for the purchase of a new tanker truck. On the committee were Capt. Sam Vultaggio, Capt. Michael Steinaway, Lt. Jess Stewart and Lt. Jared Kaminski. The committee developed specifications for the new tanker based on our current Tanker 11. On December 11, 2024, Deputy Director Newton reported back to me with the committee's recommendation (see attached memo).

As outlined in Deputy Director Newton's memo, the committee is recommending that the Township enter into a contract with the Sutphen Corporation, via Apollo Fire, to build the new Tanker 11 (2025 Kenworth T880 Tandem Axel Chassis, 2-Door Commercial Cab, 3000-gallon tanker) at a bid price of \$847,337.61.



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Deputy Director Newton also informed me that there were two variables in play that could affect the bid price. First, the sales representative from Sutphen Corp. advised Deputy Director Newton that the company is expecting a 3% - 6% increase in pricing starting January 1<sup>st</sup> and that the quoted price (\$847,337.61) is only good until January 12, 2025 at which time it would be increased by 3% - 6%. This increase in pricing would cost the Township an additional \$25,000 to 50,000 to purchase the tanker.

Secondly, Sutphen Corp. was offering the following payment options that could reduce the overall cost of the tanker:

- #1: 25% pre-payment (\$211,8348.40) discount of \$16,946.75
  - Total price: **\$830,390.86**
- #2: 50% pre-payment (\$423,668.81) discount of \$33,893.50
  - Total price: **\$813,444.11**
- #3: 75% pre-payment (\$635,503.21) discount of \$50,840.26
  - Total price: **\$796,497.35**
- #4: With a 100% pre-payment there is a discount of \$67,787.01
  - Total price: **\$779,550.60**

Due to the amount of this project and the various policy decisions involved (i.e., price bid deadline, cost increases/savings, payment options, possible RFP requirements, etc.), I requested that this purchase be placed on the Township Board workshops scheduled for December 17, 2024 and January 8, 2025 for discussion and direction from the Board on how to proceed.

## **Budget Impact**

The specific budget impact of this purchase is dependent upon several factors as outlined in this memo. However, this capital purchase was contemplated when calculating the current Fire millage rate which was passed by the voters of Hamburg Township on August 6, 2024.

Respectfully,

Chief Richard Duffany  
Director of Public Safety



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December 11, 2024

Richard Duffany  
Director of public Safety

**RE: TANKER 11 PROPOSAL**

## SUMMARY

Several months ago, the fire division created a Tanker Apparatus Committee to seek out proposals for the purchase of a new tanker truck. On the committee were Capt. Vultaggio, Capt. Steinaway, Lt. Stewart and Lt. Kaminski. The committee developed a specification for the new tanker based on our current Tanker 11. Per our Capital Improvement Forecast, Tanker 11 is slated to be replaced during the FY26/27 budget year. 1,000,000 is allocated for this purchase.

## PROPOSALS

The committee looked at five manufacturers. Rosenbauer, Spartan, Pierce, KME and Sutphen.

- Rosenbauer was discussed at length because the last three apparatus purchased by this department were built by Rosenbauer and purchased through EV+ (Engine 1, Engine11 and Engine 12). The committee eliminated Rosenbauer from consideration due the extensive quality control / maintenance issues we have had with all three of these vehicles.
  - All three required almost complete repainting while under warranty resulting in significant loss of service / duty time.
  - Rosenbauer has numerous proprietary parts.
    - i.e.: we've replaced multiple windshield wiper motors at a cost of \$1,600 per motor. We've spent almost \$8,000 on wiper motors, not including the labor to replace them.
  - Our mechanic, Chris Jung, doesn't recommend them. He works all over the county and has extensive experience in fire apparatus and advised us that all of the agencies he works with have similar problems with Rosenbauer.
- Spartan Fire Apparatus was given our specifications but declined to submit a proposal. Spartan manufactured our current Tanker 12, and has been a reliable vehicle (we just retro-fitted this truck). However, the vendor has been a difficult vendor to work with in the past.
- The Pierce Manufacturing, Inc submitted a proposal via Halt Fire, Inc. After reviewing their proposal, the committee eliminated them from consideration for the following reasons:
  - Their proposal did not meet our specifications – it was too tall.
  - Their estimate build estimate was 40-48 months from date of contract.
  - Pierce's contract contained an annual price increase for each year that the vehicle was under construction.
- KME Fire Apparatus submitted a proposal via Mallory Safety & Supply. After reviewing their proposal, the committee eliminated them from consideration because they could not meet our specification requirements.
  - Not enough storage compartments.



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- Location of the porta tank.
- Build time in excess of 36-months.
- Sutphen Corp. submitted a proposal via Apollo Fire, Shelby Twp, MI. Sutphen is the only proposal that met the agencies specifications.
  - They also can provide the apparatus within a 25 to 27-month time frame from the time of contract.
  - Once their contract is approved, the price for the apparatus is locked in.
  - Sutphen is a participating member of the Sourcwell Purchasing Consortium, as is Hamburg Township. This provides Hamburg Township with the lowest available pricing for the apparatus.
  - Our local mechanic Chris Jung strongly recommends Sutphen as the most reliable apparatus among the four manufacturers considered.
    - Sutphen utilizes non-proprietary parts and provides their customers with a complete NAPA equivalent part list for all of their apparatus sold.

## RECOMMENDATION

After reviewing all of the proposals the committee recommends that the Hamburg Township Public Safety Department enter into a contract with the Sutphen Corp., via Apollo Fire, to build our next fire tanker. The Sutphen Tanker meets all of our specifications, it is highly recommended by our mechanic, Chris Jung and it can be delivered in under 36-months.

Apollo Fire Apparatus Sales and Service  
12584 Lakeshore Drive  
Romeo, MI 48065  
586-752-1800

- 2025 Kenworth T880 Tandem Axel Chassis, 2-Door Commercial Cab, 3000-gallon tanker.
  - Bid Price: **\$847,337.61**
- Payment Options
  - #1: 25% pre-payment (\$211,8348.40) discount of \$16,946.75
    - Total price: **\$830,390.86**
  - #2: 50% pre-payment (\$423,668.81) discount of \$33,893.50
    - Total price: **\$813,444.11**
  - #3: 75% pre-payment (\$635,503.21) discount of \$50,840.26
    - Total price: **\$796,497.35**
  - #4: With a 100% pre-payment there is a discount of \$67,787.01
    - Total price: **\$779,550.60**

Respectfully

Dep. Director Jeffrey Newton



## PROPOSAL

**TO THE:**

Hamburg Twp. Fire Department  
Attn: Deputy Chief Jordan Zernick  
10100 Veterans Memorial Drive  
Hamburg, MI 48139

**DATE:** December 12, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

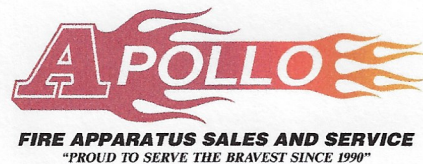
**One (1) Sutphen Heavy Duty Pumper-Tanker Complete and Delivered for the  
Total Sum of .....\$847,337.61**

The apparatus and equipment being purchased hereunder shall be completed within approximately 25-27 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Rudy Cervantes  
Apollo Fire Apparatus Sales and Service  
Authorized Representative for Sutphen Corporation  
[Rcervantes@apollofire.com](mailto:Rcervantes@apollofire.com)  
734-634-2922



## TERMS & CONDITIONS

**Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.**

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.