

Resolution of the Demarest Governing Body

Resolution No. 160-24

September 23, 2024

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						✓
Fox			✓			
Marks			✓			
Slowikowski	✓		✓			
Reiss			✓			
Collins		✓	✓			

**TITLE: AWARDING CONTRACT TO FIRE AND SAFETY SERVICES, LTD
FOR THE PURCHASE NEW FIRE TRUCK RESCUE THROUGH THE
HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM**

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WHEREAS, Fire Chief has recommended that the Borough of Demarest procure a new Base Model FS19VC07-Custom Chassis Pumper- for Borough's Fire Department to provide fire protection to the residents of the Borough; and

WHEREAS, the Fire Chief has researched vendors that would achieve the Borough's goals and determined that the sought-after custom chassis pumper may be procured through a nationally recognized and accepted cooperative purchasing contract between the Houston-Galveston Area Council ("H-GAC") and Fire and Safety Services, ("Fire and Safety"); and

WHEREAS, pursuant to N.J.S.A. 52: 34-6. 2b. (3) (as amended by P.L. 2011, c. I 39) and LFN 2012-10, a New Jersey municipality may purchase goods and services without public bidding under the Local Public Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state; and

WHEREAS, H-GAC is a regional organization of governments operating under the laws of the State of Texas and is a political subdivision of the State of Texas; and

WHEREAS, the subject cooperative purchasing contract was awarded by H-GAC to Fire and Safety utilizing a competitive contracting process; and

WHEREAS, the nature of the described purchase was published on September 6, 2024 with a 10-day comment period as required by LFN 2021-10; and

WHEREAS, also pursuant to N.J.S.A. 52:34-6.2b.(3) (as amended by P.L. 2011, c. 139) and LFN 2012-10, prior to making purchases under nationally recognized and accepted cooperative purchasing contracts, the municipality must determine that the use of the cooperative purchasing contract shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

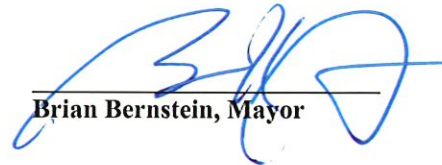
WHEREAS, the Borough Purchasing Agent and Fire Chief have determined that the Borough's use of the H-GAC cooperative purchasing contract to procure the sought-after fire apparatus will result in cost savings to the Borough; and

WHEREAS, consistent with the H-GAC cooperative purchasing contract and needs of the Borough, Fire and Safety has submitted a proposal dated March 14, 2023 for a Base Model FS19VC07 Custom Chassis Pumper, quoted under HGAC Contract FS12-23.; and

WHEREAS, the purchase was included in the 2023 Capital Budget Pursuant to ordinance no. 1123-23 section 3(c); and

WHEREAS, the Chief Financial Officer has certified that funds are available in Borough of Demarest Account No. Account No.C-04-02150-55-106-5003; and

NOW THEREFORE BE IT RESOLVED, the Mayor and Council of the Borough of Demarest authorize the CFO to purchase a Base Model FS19VC07 Custom Chassis Pumper-, HGAC Contract FS12-23, for the sum of \$827,900.00 from Fire and Safety Services, without public bidding.



Brian Bernstein, Mayor

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on September 23, 2024



Julie Falkenstern, Acting Borough Clerk

200 RYAN STREET
SOUTH PLAINFIELD,
NJ 07080
PHONE: 800-400-8017
WWW.F-SS.COM

FIRE & SAFETY SERVICES

FIRE, MARINE
& TACTICAL
APPARATUS
• SALES
• SERVICE
• PARTS

March 14, 2023

Borough of Demarest
118 Serpentine Road
Demarest, N.J. 07627

Dear Mayor & Council:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program. This is being issued in the name of Fire & Safety Services as prime contractor for all orders. See end of this letter for terms and conditions that are included in the proposal binder but provided here as well.

This letter serves as the quote under the HGAC Contract FS12-19. For this unit we used the base model FS19VC07- Custom Chassis Pumper.

Pursuant to the regulations established under the HGAC program, we modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of **\$827,900.00** for the unit.

Currently this apparatus would be ready for final inspection at Pierce Mfg. in approximately 25-28 months. Due to ongoing supply chain issues, this time period may change in either direction as supply chain conditions change.

With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to Fire & Safety Services Ltd., issued by, you, the customer. Fire & Safety would then send a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. We would also coordinate all paperwork with the manufacturer to start the order with them. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions, please do not hesitate to contact us directly or your area sales representative, Gregg Cariddi.

Please see the terms and conditions on Page #2 of this document.

Very truly yours,
David L. Russell
David L. Russell
President

Main Office and Service/Parts Fax (908) 412-0513 Sales Department Fax (908) 412-0538



TERMS AND CONDITIONS:

FORCE MAJUERE:

Bidder shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Bidder's control, which makes the Bidder's performance impracticable, including, but not limited to civil wars, insurrections, strikes, riots, storms, floods, other acts of nature, explosions, earthquakes, accidents, any acts of government, delay 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, act of God or the public enemy or terrorism, failure of transportations, vehicle accidents during manufacturing and/or testing, and/or delivery, 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 interruptions of work

TRADE-IN (IF APPLICABLE):

The apparatus being traded shall conform to the following requirements (no exception):

- 1) The unit(s) is roadworthy at time of sale and has no hidden defects that are known to the Purchasing Authority or the Fire Department and not disclosed that would make the unit unfit for service.
- 2) The unit is not advertised for sale in any manner or fashion, by any means, or offered for sale to any other parties, either wholesale or retail. In the event that this unit is listed, marketed, advertised or displayed to a used fire apparatus broker, dealer, or firm involved in the sale of used fire apparatus; this offer shall immediately become null and void.
- 3) All of the basic and affixed equipment is included as specified on the sheet sent to us at time of sale. This includes warning lights and sirens (electronic and/or mechanical) and any other basic equipment provided by the Purchasing Authority or Fire Department.
- 4) The fire pump will pass a certified pump test in accordance with NFPA Standard 1911 to its original rated capacity and the booster tank does not leak at time of sale. The aerial ladder, if so equipped, shall pass an aerial certification in accordance with NFPA Standard 1914 at time of sale. **NOTE: A current (within 30/60 days prior to release date) certification MUST BE PROVIDED to the dealer and/or its approved vendor at time of transfer (NO EXCEPTION).** Time of Sale is defined as the actual date the transfer of the vehicle occurs from the Purchasing Authority and/or Fire Department to the buyer. **The Purchasing Authority and/or Fire Department are solely responsible for the costs of any and all repairs to ensure that the terms of this paragraph are met.**
- 5) A unit with a light tower must have the light tower fully functional at time of transfer unless otherwise agreed upon at the time of quotation of trade-in price.
- 6) The apparatus tires shall not be more than 7 years old and shall have a minimum tread depth of 4/32 on steering axles and 2/32 on non-steering axles with no punctures, cuts to the cord, bulges or sidewall separation. This is in compliance with the requirements of the FMVSS and NFPA guidelines.
- 7) The apparatus shall be made available to Fire & Safety Services, Ltd. and/or its approved vendor at the time of delivery of the new apparatus. In no case shall the trade-in be left at the fire station for more than 14-days after delivery of the new apparatus. Once the new apparatus has been delivered the trade-in is now property of Fire & Safety Services, Ltd. and/or its vendor. Any damages occurring to this apparatus during this period shall be responsibility of the Purchasing Authority and/or Fire Department that is utilizing the vehicle during this time frame.

Failure to comply with any of these provisions will result in a reduction of the trade-in allowance commiserate to the cost to correct such deficiencies. Purchasing Authority will be solely responsible for making up any difference between trade-in quote allowance and deductions in this circumstance.

CANCELLATION/TERMINATION:

In the event Customer and Fire & Safety Services, Ltd. enter into a Purchase Agreement and the Customer thereafter cancels, or terminates the Purchase Agreement; Fire & Safety Services, Ltd. will charge a cancellation fee as follows: a) 10% of Purchase Price after order is accepted and entered by Fire & Safety Services, Ltd; b) 20% of Purchase Price after completion of the pre-construction phase of order process and prints are reviewed and executed; c) 50% of Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the product by either Fire & Safety Services, Ltd, or the manufacturer of the product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of Fire & Safety Services, Ltd.

WARRANTIES:

Fire & Safety Services, Ltd. makes no warranties express, implied, or otherwise of **ANY KIND**. The only warranties applicable to the vehicle are those provided by the Manufacturer of the Product and/or the component manufacturers as provided in the proposal binder and at time of delivery.

TITLE AND REGISTRATION:

Due to regulations covering Municipal and emergency vehicles; titling and registration of the vehicle are solely the responsibility of the Purchasing Authority and/or the Fire Department. Fire & Safety Services, Ltd. is NOT responsible for the titling or registration of the vehicle but will assist in any manner necessary.





CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	FS12-19 February 2023	Date Prepared:	03/14/23
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*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Borough of Demarest (NJ) Bid#666	Contractor:	Fire & Safety Services, Ltd.
Contact Person:	Julie Falkenstern- Adminsitrator/QPA	Prepared By:	Robert Emery- Director of Sales
Phone:	201-768-0167	Phone:	800-400-8017
Fax:	201-768-2581	Fax:	908-412-0513
Email:	boroadmin@demarestnj.gov	Email:	remery@f-ss.com

Product Code:	FS19VC07	Description:	Custom Chassis Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$683,552.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$139,483.00
Subtotal B:			\$139,483.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$4,865.00
Subtotal C:			\$4,865.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0.59%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	827899.9984	=	Subtotal D:	\$827,900.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Dealer to Pay HGAC Fee	-\$2,000.00		
Subtotal F:			-\$2,000.00

Delivery Date: 25-28 Months from PO **G. Total Purchase Price (D+E+F):** \$827,900.00

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Add Frame Liner Custom	\$2,754.00	
106	1	upgrade to 27,000# rear axle	\$6,636.00	
117	1	Tire Chains - Rear Axle	\$5,857.00	
159	1	Add Extended Bumper	\$3,083.00	
161	1	Bumper tray with cover	\$1,278.00	
162	1	Bumper Sight Rod	\$818.00	
165	1	Bumper warning light recess	\$1,290.00	
175	1	Electric Windows	\$2,795.00	
208	9	Spare 12 volt power (each)	\$2,160.00	
221	1	Camera System Rear only	\$1,904.00	
240	1	Kusssmaul Charger	\$2,447.00	
245	1	Auto-eject 20 amp	\$724.00	
249	1	Batteries 6 total	\$1,635.00	
254	1	LED body perimeter additional	\$2,877.00	
256	7	12 volt LED Scene - A	\$12,089.00	
262	1	12 volt-Hi Viz LED (per light)	\$2,887.00	
279	1	NY Hose Bed	\$4,700.00	
285	1	Long Pumper body	\$4,608.00	
288	1	Catwalk-Hatch Compartment, Each	\$4,740.00	
307	2	trough - hard suction (each)	\$4,374.00	
310	5	Adjustable Compartment shelves	\$1,325.00	
311	2	Slide-out tool board	\$4,454.00	
314	2	Slide-out floor tray	\$2,224.00	
316	4	Adjustable slide-out tray	\$3,824.00	
317	4	Tilt-out adjustable tray	\$3,720.00	
320	5	Vertical Partition	\$1,765.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$8,142.00	
335	1	Increase Pump from 1500 to 1750 gpm	\$2,686.00	
343	1	1.5" discharge front bumper	\$2,982.00	
346	1	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$4,537.00	
350	1	2.5" Discharge	\$2,388.00	
357	1	Extenda-gun 18"	\$8,532.00	
364	1	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$988.00	
390	1	Airhorn at activation pump panel	\$244.00	
422	1	Q2B Siren	\$5,795.00	
461	4	Electrical Receptacle duplex (per each) 15 or 20 amp	\$1,892.00	
495	1	Two-tone Cab paint	\$4,329.00	
542	54.6448	Labor Rate (Tool Mounting)	\$10,000.00	
90515	1	Hitch Receiver, Front, 10,000 Lbs.		\$952.17
752160	1	Compt, Storage, 13.75Wx38Hx15D, (1) Ea Side CC		\$1,857.60

645820	1	Light, Front of Hose Bed, 63" LED Light Strip		\$174.02
889721	1	Tow Eyes, w/Hitch Receiver		\$1,385.95
696957	1	Hitch, Receiver, Sides, Under Body		\$495.26

Base Bid	\$683,552.00	
Published Options	\$139,483.00	
Total Published Options	\$823,035.00	
Unpublished Options	\$4,865.00	0.59%
Total Options w/o HGAC Fee	\$827,900.00	