

**BOARD OF FIRE COMMISSIONERS
DISTRICT #13
TOWNSHIP OF CHERRY HILL**

RESOLUTION #24-05-16-04

Meeting Date: May 16, 2024
First Reading: May 16, 2024

Adopted: **MAY 16 2024**

**RESOLUTION AUTHORIZING PURCHASE OF ONE (1) PIERCE FIRE APPARATUS,
USING THE HGA-C COOPERATIVE PURCHASING PROGRAM**

WHEREAS, the Board of Fire Commissioners, District #13, Township of Cherry Hill, County of Camden, State of New Jersey, has determined that a need exists to purchase a Pierce 23P-105 Enforcer Pumper for use by the Department; and

WHEREAS, the Board of Fire Commissioners, District #13, Township of Cherry Hill, County of Camden, State of New Jersey, per Resolution 23-12-05-01, held a public hearing on December 5, 2023 related to this capital project.

WHEREAS, the Fire District is a member of the Houston-Galveston Area Council Cooperative Purchasing Program which can be utilized to purchase fire apparatus through their fair and open process that satisfies the requirements of the Local Public Contracts Law, N.J.S.A. 40A: 11 et seq. and Local Finance Notice 2012-10 without further competitive bidding; and

WHEREAS, the Fire District conducted a cost-savings determination and fulfilled legal advertising and procurement document requirements, demonstrating that the District are in compliance with New Jersey Public Contracting Laws and that this purchase is most advantageous to the District; and

WHEREAS, the Pierce 23P-105 Enforcer Pumper, with various published and unpublished options described in the attached quotation meets the standards, specifications and requirements of the Cherry Hill Fire Department;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners, District #13, Township of Cherry Hill, County of Camden, State of New Jersey, that an order to purchase a Pierce 23P-105 Enforcer Pumper in the amount of \$1,128,454.90 be placed with Fire & Safety Services, Ltd., 200 Ryan Street, South Plainfield, NJ 07080 under the provisions of the Houston-Galveston Area Council Cooperative Purchasing Program Contract #FS12-23. This total amount also includes the deletion of optional paint warranties.

BE IT FURTHER RESOLVED, that, pursuant to N.J.A.C. 5:30-5.S(b), the Finance Officer shall provide a certification of availability of funds prior to the placing of any orders related to this project.

*The following Resolution #24-05-16-04
and it was seconded by Commissioner*

*was introduced by Commissioner
. Motion carried.*

Arroyo
Doran
Kelly
Lipsett
Mulholland

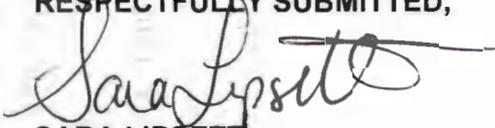
Arroyo
Doran
Kelly
Lipsett
Mulholland

RESOLUTION #24-05-16-04				
	AYE	NAY	ABSTAIN	ABSENT
ARROYO				X
DORAN	X			
KELLY	X			
LIPSETT	X			
MULHOLLAND				X

Certification

I, Sara Lipsett, Clerk of the Board of Fire Commissioner, Fire District #13, Township of Cherry Hill, County of Camden, State of New Jersey, hereby certify that the foregoing Resolution #24-05-16-04 was duly adopted by the Commissioners at the meeting held on May 16, 2024.

RESPECTFULLY SUBMITTED,


SARA LIPSETT
CLERK, B.O.F.C DIST #13

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SOUTH PLAINFIELD,
NJ 07080
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WWW.F-SS.COM

FIRE & SAFETY SERVICES

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& TACTICAL
APPARATUS
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April 15, 2024

Chief Wade Houlihan
Cherry Hill Fire District #13
1100 Markkress Road
Cherry Hill, NJ 08003

Dear Chief Houlihan:

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 FS12-23. For this unit we used the base model 23P-105- Enforcer Pumper 1023.

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 **\$1,153,197.84** for the unit.

***NOTE-** Pricing is valid through 5/17/2024.

****NOTE-** Final Payment due at Final Inspection- Pierce Manufacturing, Appleton, WI.

*****NOTE-** Cherry Hill Fire District #13 is responsible for all costs associated with the inspection trips and Apparatus graphics / lettering.

Currently this apparatus would be ready for final inspection at Pierce Mfg. in approximately 45-49 months. Due to global supply chain restraints, 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.

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 with 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, Ed Miller.

Please see **IMPORTANT** 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 MAJEURE:**

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 transportation, 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 the 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 commensurate 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.

PERISTENT INFLATIONARY ENVIROMENT:

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPU06112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order the order pursuant to the cancellation provisions below if the updated price isn't accepted.

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 awarded 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.

PAYMENT:

Payment of the apparatus is due at time of delivery. If an early payment, in whole or in part, has been made, that payment along with any applicable credit for the payment will be reflected in the final invoice which will be provided at least two (2) weeks prior to estimated delivery. If tool/equipment mounting is part of the sale of the apparatus the mounting of said equipment will not delay the delivery or payment of the apparatus. Should the customer wish, they may withhold the amount quoted for tool mounting until such time as it is completed, but the apparatus will be paid for when all prep work is completed.



**Optional
Credits
Enforcer
Pumper**

Prepayment Price Quote valid thru 7/13/2024

Please note these are only options and are in no way required to obtain the price. If the option is not selected the full bid price is due on delivery of the apparatus.

100% PREPAYMENT WITH CONTRACT

Contract Price:
\$1,153,197.84 Discount
Amount: (\$142,780.65)
Amount Due with Contract: \$1,010,417.19

CHASSIS PREPAYMENT OPTIONS

-) The purchaser may, at their option, pay for the chassis approximately 4 months prior to the unit being ready for pick up at Pierce Manufacturing. If this payment is made according to the terms of the invoice, a credit will be issued on the final invoice, reducing the total purchase price.

Chassis payment amount	\$644,796.36
Credit amount	\$23,778.65

An invoice for the payment will be issued 60 days prior to its due date. To qualify for the discount, the payment **MUST** be made on or before the due date of the invoice.

DELETION OF SPECIFICATION ITEMS

- 1). Warranty, Paint, 10 Year Cab- (\$8,053.50)
- 2). Warranty, Paint, 10 Year Body- (\$16,689.44)

***NOTE-** By deleting these options, the standard Pierce 10-year prorated warranty would be provided with the apparatus.
