

RESOLUTION ACCEPTING BIDS AND AUTHORIZING AN AWARD OF CONTRACT FOR PREVENTIVE MAINTENANCE/REPAIR TO FIRE APPARATUS AND VEHICLES

WHEREAS, the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, is charged with the prevention and extinguishment of fires and the regulation of fire hazards within Fire District No. 4 (N.J.S.A. 40A:14-81); and

WHEREAS, in order to fulfill its mandated charge as set forth above, the Board has procured apparatus and vehicles for firefighting purposes; and

WHEREAS, said apparatus and vehicles require annual and regular maintenance and repair; and

WHEREAS, the Board has determined that the cost of said maintenance and repair shall exceed the bid threshold as set forth in N.J.S.A. 40A:11-3 and requires public advertising; and

WHEREAS, the Board submitted this project to public bid on December 20, 2016, by publishing same in the Asbury Park Press and posting same at the municipal building; and

WHEREAS, on the return date of the Notice to Bid, namely January 6, 2017, the Board received one (1) bid proposal from the following vendor, a copy of which is attached hereto:

Defender Emergency Products Sales & Service	Hourly Rate
380 Herbertsville Road	\$90.00
Brick, New Jersey 08724	
	Overtime (After 5:00 p.m. and Before 8:00 a.m.) Monday through Friday Hourly Rate
	\$142.50
	Weekends and Holiday Hourly Rate
	\$190.00
	Emergency Hourly Rate
	\$142.50; and

WHEREAS, the bid specifications set forth that the lowest bidder would be determined by the lowest hourly rate for preventive maintenance and general repair; and

WHEREAS, legal counsel and the Board Procurement Committee reviewed the bid for compliance with the bid specifications and found that the low bid was responsive to the specifications; and

WHEREAS, the low bidder was Defender Emergency Products Sales & Service, 380 Herbertsville Road, Brick, New Jersey, with bid proposal amounts as set forth above; and

WHEREAS, the Board Treasurer certifies that the budget for fiscal year 2017 provided for the within expenditure in the proposed amounts.

NOW THEREFORE BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, that it award a contract to Defender Emergency Products Sales & Service, 380 Herbertsville Road, Brick, New Jersey, in the base bid amounts as set forth above; and

BE IT FURTHER RESOLVED, that the Board Solicitor prepare a contract to purchase the goods and services in accordance with the bid specifications and the proposal including therein the Board's findings as set forth herein; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute the contract for and on behalf of the Board and the Clerk attest thereto; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the District Auditor, Barry J. Osborn, C.P.A., for his records and preparation of the 2017 audit; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

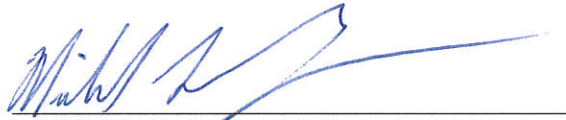
CERTIFICATION

I, MICHAEL L. ACAMPORA, Clerk of the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 10th day of January, 2017.

I do further certify that the said Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, is composed of - 5 - members and that - 5 - members were present and - 5 - members voted affirmatively for the adoption of the Resolution and - 0 - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, on this 10th day of January, 2017.


MICHAEL L. ACAMPORA, CLERK
Board of Fire Commissioners
Fire District No. 4
Township of Howell

CONTRACT

PREVENTIVE MAINTENANCE AND REPAIR TO FIRE APPARATUS AND VEHICLES

THIS AGREEMENT made this 13th day of January, 2017, by and between the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, with its principal office at 88 Ramtown-Greenville Road, Howell, New Jersey 07731 (hereinafter referred to as the "Board"), and Defender Emergency Products Sales & Service, 380 Herbertsville Road, Brick, New Jersey 08724 (hereinafter referred to as the "Vendor").

Witnesseth:

FIRST: The Vendor hereby agrees to provide preventative maintenance and repair to fire apparatus and vehicles owned and operated by the Board according to specifications attached hereto and made a part hereof and to provide the same as hereinafter provided. The specifications referenced above are those upon which the Vendor submitted a proposal dated January 3, 2017. The proposal of the Vendor referenced above shall likewise be considered part of the specifications inclusive of Vendor's clarifications and exceptions. In the event there is a discrepancy between the Board's specifications and the Vendor's proposal, the specifications of the Board shall prevail unless specifically set forth otherwise in Vendor's clarifications and exceptions.

SECOND: The Vendor shall supply proof of insurance coverage in the amounts and kinds as set forth in the specifications prior to performing any work.

THIRD: The Board agrees to pay the Vendor the following for and on behalf of work performed and material supplied:

Hourly Rate
\$90.00

Overtime (After 5:00 p.m. and Before 8:00 a.m.) Monday through Friday Hourly Rate
\$142.50

Weekends and Holiday Hourly Rate
\$190.00

Emergency Hourly Rate
\$142.50

Payment shall be made upon submission of an invoice by the Vendor which complies with all the requirements set forth in this Contract and the specifications hereinbefore referenced.

FOURTH: The Board reserves the right, during the term of the within Contract, to have maintenance work performed at its direction by a third party.

FIFTH: The Vendor shall only perform work authorized by the Board or its designee.

SIXTH: All invoices for payment must indicate the initiation and completion time for the work performed. The Board shall not pay for travel time for any services.

SEVENTH: The term of the within Contract is for one (1) year commencing on January 16, 2017, and terminating on January 15, 2018. The Board reserves the option to extend this Contract for two (2) additional one (1) year terms under the same terms and conditions as set forth in this Contract. The Board must elect to exercise the option in writing at least thirty (30) days prior to termination of the initial term.

EIGHTH: The Vendor's invoice must be itemized as to parts and labor. Attached to each invoice shall be a copy of the parts suppliers' actual costs inclusive of shipping; vendor's mark-up shall not exceed thirty percent (30%) of actual suppliers' costs inclusive of shipping. Shop supplies shall be documented as with other parts and shall not exceed one percent (1%) of labor costs. There shall be no payment for travel. No payment shall be considered without such documentation.

NINTH: The Vendor shall maintain insurance coverage as set forth in the specifications hereinabove referenced during the term of the within Contract. The Vendor shall indemnify and hold harmless the Board, its agents, representatives and successors from and against any and all claims, damages, losses and expenses, including attorney's fees, arising from the performance of the subject work which forms the basis of this Contract.

TENTH: The Vendor shall maintain records for all services performed and forward same to the Board within thirty (30) days of performing the service.

ELEVENTH: All services must be performed at District Fire Stations. ONLY in exceptional and special circumstances with the approval of the Board shall service be done elsewhere.

TWELFTH: This Contract and the specifications shall take precedence over all previous negotiations and no representations are considered as entering into this Contract other than those contained herein or in the specifications attached hereto. This Contract contains the entire understanding of the parties.

THIRTEENTH: No additions, changes or modifications to this Contract shall be binding unless reduced to writing and signed by the Board and the Vendor. Any additions, changes or modifications must be made in accordance with the New Jersey Administrative Code.

FOURTEENTH: All notices required under the terms of this Contract shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown hereto before at the head of this Contract, or to such other

address as may be designated in writing, which notice of change of address shall be given in the same manner.

FIFTEENTH: The terms, conditions, covenants and provisions of this Contract shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

SIXTEENTH: The laws of the State of New Jersey shall govern this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on behalf of each entity upon formal corporate authority, the day and year first above written.

WITNESS/ATTEST:



MICHAEL L. ACAMPORA, CLERK

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 4
TOWNSHIP OF HOWELL



By: GREGORY E. SCARLATO, CHAIRMAN

WITNESS/ATTEST:



DEFENDER EMERGENCY PRODUCTS
SALES & SERVICE



By: JAMES J. LEPORE, JR., PRESIDENT