

RESOLUTION ACCEPTING BIDS AND AUTHORIZING AN AWARD OF CONTRACT
FOR THE PROVISION FIREFIGHTING PERSONAL PROTECTIVE
EQUIPMENT (TURNOUT GEAR)

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 the District (N.J.S.A. 40A:14-81); and

WHEREAS, in furtherance of its mandated charge, the Board found it necessary to procure firefighting personal protective equipment (turnout gear); and

WHEREAS, the Board submitted this project to public bid on July 13, 2020; and

WHEREAS, on the return date of the Notice to Bid, namely July 23, 2020, the Board received two (2) bid proposals from the following vendors, copies of which are attached hereto:

Continental Fire & Safety, Inc. 2740 Kuser Road Hamilton, New Jersey 08691	\$3,849.00 Per Unit
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Witmer Public Safety Group, Inc. 104 Independence Way Coatesville, Pennsylvania 19320	\$3,899.00 Per Unit
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WHEREAS, the bid specifications set forth that the lowest bidder would be determined by the per unit bid amount; and

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

WHEREAS, the low responsive, responsible bidder was Continental Fire & Safety, Inc., 2740 Kuser Road, Hamilton, New Jersey 08691, with a per unit bid proposal amount of three thousand eight hundred forty-nine dollars (\$3,849.00); and

WHEREAS, the Board Treasurer certifies that the budget for fiscal year 2020 provided for the within expenditure in the proposed amount.

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 Continental Fire & Safety, Inc., 2740 Kuser Road, Hamilton, New Jersey 08691, in the per unit bid amount of three thousand eight hundred forty-nine dollars (\$3,849.00) for up to twelve (12) units; 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 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 the within expenditure in the proposed amount appears in the 2020 budget under the caption of Cost of Operations & Maintenance – Other, All Other Operations and Maintenance Appropriations, and is hereby appropriated under the said caption of the operating section of the 2020 budget; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds shall be certified as of the date of the within Resolution and shall be chargeable to the above said line item as incurred to the maximum amount of same unless otherwise increased as permitted by law and a separate certification of availability of funds is made by the Board Treasurer; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the District Auditor, Robert D. Elliott, C.P.A., of the firm Mohel, Elliott, Bauer and Gass, for his records and preparation of the 2020 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 conformed 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 11th day of August, 2020.

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 11th day of August, 2020.


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

CONTRACT FOR THE PROVISION OF FIREFIGHTING PERSONAL
PROTECTIVE EQUIPMENT (TURNOUT GEAR)

THIS CONTRACT, made this 11th day of August, 2020, 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 "Purchaser"), and Continental Fire & Safety, Inc., with its principal office at 2740 Kuser Road, Hamilton, New Jersey 08691, (hereinafter referred to as the "Seller").

WITNESSETH:

FIRST: The Seller hereby agrees to furnish firefighting personal protective equipment (turnout gear) according to the specifications attached hereto and made a part of this Contract and to provide the same as hereinafter provided. The specifications referenced above are those upon which the Seller submitted a proposal dated July 20, 2020, which was returnable on July 23, 2020, in the per unit bid amount of three thousand eight hundred forty-nine dollars (\$3,849.00). The proposal of the Seller referenced above shall likewise be considered part of the specifications, inclusive of Seller's exceptions.

SECOND: The Seller agrees that all equipment supplied shall comply with the referenced specifications and proposal. In the event there is any conflict between the Purchaser's specifications and the Seller's proposal, the specifications of the Purchaser will prevail unless specifically set forth in Seller's exceptions.

THIRD: Any increased costs incurred by the Seller prior to delivery of the equipment because of future changes in or additions to same will not be passed along to the Purchaser as an addition to the per unit bid amount as hereinabove set forth.

FOURTH: The Seller shall provide proof of insurance in the amounts and kind as set forth in the Purchaser's specifications, where applicable, within fifteen (15) days of the date of this Contract.

FIFTH: The specified equipment shall be delivered within sixty (60) days of the full execution of this Contract.

SIXTH: The Seller shall provide all warranties at the time of delivery of the equipment.

SEVENTH: The Purchaser agrees to purchase said equipment for the per unit amount of three thousand eight hundred forty-nine dollars (\$3,849.00). Payment shall be made in full directly to the Seller at its principal office as hereinabove set forth at the time of delivery of the equipment, receipt of warranties, satisfaction of other terms and conditions set forth herein and acceptance of

same by the Purchaser. A demand for payment shall be set forth on a signed voucher, supplied by the Purchaser, enumerating the goods delivered and the total amount due.

No payment will be made unless the goods are delivered, accepted by the Purchaser and accompanied by proper documentation. Proper documentation shall include all manufacturers' warranties, guaranties, owner's manuals and other required documentation, if any, relative to the project and submission of a Purchase Order (voucher) signed by the Seller or authorized representative itemizing the goods provided and cost thereof.

Payment will be made in accordance with the Purchaser's policy and procedures.

All contact by Seller relative to this transaction shall be with the Purchaser's representative, Board Chairman, Gregory E. Scarlato, via email at gscarlato@msn.com.

The Purchaser acknowledges that its financial officer has certified that the Purchaser has sufficient, uncommitted appropriations available to pay the obligation under this Contract.

EIGHTH: This Contract and the Purchaser's 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 between the parties.

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

TENTH: 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.

ELEVENTH: 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.

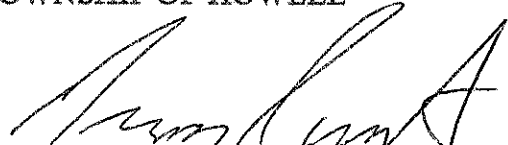
TWELFTH: Both parties acknowledge that the respective corporate bodies authorized the officers thereof to execute this Contract on its behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused these presents to be signed by its corporate officers and its proper corporate seal to be affixed, the day and year first above written.

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


WITNESS/ATTEST:

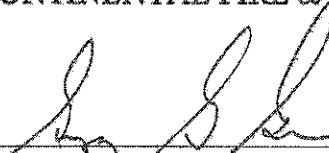

MICHAEL L. ACAMPORA, CLERK


By: GREGORY E. SCARLATO, CHAIRMAN

WITNESS/ATTEST:

CONTINENTAL FIRE & SAFETY, INC.


JOHN BRADDON, VP/SEC.


By: GREGORY G. GORE PRES.