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March 29, 2021

Gregory E. Scarlato, Chairman
Board of Fire Commissioners
Fire District No. 4
88 Ramtown-Greenville Road
Howell, New Jersey 07731

Re: Resolution Accepting Bids and Authorizing an Award of Contract for
Preventive Maintenance/Repair to Fire Apparatus and Vehicles

Dear Chairman Scarlato:

Enclosed please find an original and one (1) copy of a Resolution Accepting Bids and Authorizing an Award of Contract for Preventive Maintenance/Repair to Fire Apparatus and Vehicles which was duly adopted by the Board at its public meeting on March 9, 2021.

Please have the Board Clerk, Commissioner Acampora, affix his signature where appropriate on both the original and the copy, conforming both, retaining the original for the Board's official records to 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. Additionally, please forward the copy of the Resolution to this office and be reminded that it must be posted on the District website in a timely manner.

If you have any questions, please contact me.

Very truly yours,
Sendzik & Sendzik, P.C.

By:


KATE SENDZIK HAINES, ESQ.

KSH:lcr
Enclosures

VIA EMAIL ONLY AT CLERK@HOWELLFIREDISTRICT4.COM

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 January 30, 2021, 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 February 17, 2021, the Board received two (2) bid proposals from the following vendors, copies of which are attached hereto:

Defender Emergency Products Sales & Service 126 S. Main Street Farmingdale, New Jersey 07727	Hourly Rate \$110.00 Overtime (After 5:00 p.m. and Before 8:00 a.m.) Monday through Friday Hourly Rate \$165.00 Weekends and Holiday Hourly Rate \$250.00 Emergency Hourly Rate \$220.00; and
Fire & Safety Services, Ltd. 200 Ryan Street South Plainfield, New Jersey 07080	Hourly Rate \$90.00 Overtime (After 5:00 p.m. and Before 8:00 a.m.) Monday through Friday Hourly Rate \$90.00 Weekends and Holiday Hourly Rate \$135.00 Emergency Hourly Rate \$90.00 (Mon.-Fri./8:00 a.m.-4:30 p.m.) \$135.00 (All Other Times); 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, the Board's Qualified Purchasing Agent and the Board Procurement Committee reviewed all bids for compliance with the bid specifications and found that the low bid failed to comply with the bid documents; and

WHEREAS, the second low bidder, Defender Emergency Products Sales & Service, complied with the specifications, with bid proposal amounts as set forth above.

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, 126 S. Main Street, Farmingdale, New Jersey, in the bid proposal amounts as set forth above and under the terms and conditions set forth in the specifications for a term of one (1) year; and

BE IT FURTHER RESOLVED, that the within expenditure in the proposed amounts appears in the 2021 and prior budgets under the caption of Cost of Operations & Maintenance - Other - Other Operations & Maintenance Expense #2 - Repairs and Maintenance and is hereby appropriated under the said caption of the operating section of the 2021 and prior budgets; 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's Qualified Purchasing Agent; 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, Robert D. Elliott, C.P.A., of the firm of Mohel, Elliott, Bauer & Gass, for his records and preparation of the 2021 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 confirmed 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 9th day of March, 2021.

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 9th day of March, 2021.


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

BID PROPOSAL FORM

Preventive Maintenance/Repair to Fire Apparatus and Vehicles
Board of Fire Commissioners
Fire District No. 4
Township of Howell
(Contract Title)

Preventive Maintenance/Repair to Fire Apparatus and Vehicles
(Description of Services being bid)

The undersigned proposes to furnish and deliver the above services pursuant to the bid specifications made part hereof:

Hourly Rate

One hundred ten dollars and zero cents.

Amount in words

\$ 110.00

Amount in numbers

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

One hundred sixty five dollars and zero cents.

Amount in words

\$ 165.00

Amount in numbers

Weekends and Holiday Hourly Rate

Two hundred fifty dollars and zero cents.

Amount in words

\$ 250.00

Amount in numbers

Emergency Hourly Rate

Two hundred twenty dollars and zero cents.

Amount in words

\$ 220.00

Amount in numbers

Defender Emergency Products Sales & Service
Company Name

45-3092121

Federal I.D. # or Social Security #

126 S. Main Street, Farmingdale, NJ 07727

Address


Signature of Authorized Agent

James J. Lepore, Jr.

Type or Print Name

Title: President

732-840-9389

Telephone Number

2/16/2021

Date

732-847-9868

Fax Number

Info@DefenderEmergency.com

E-mail address

BID PROPOSAL FORM

Preventive Maintenance/Repair to Fire Apparatus and Vehicles
Board of Fire Commissioners
Fire District No. 4
Township of Howell
(Contract Title)

Preventive Maintenance/Repair to Fire Apparatus and Vehicles
(Description of Services being bid)

The undersigned proposes to furnish and deliver the above services pursuant to the bid specifications made part hereof:

Hourly Rate

Nintey dollars per hour
Amount in words

\$ 90.00 per hour
Amount in numbers

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

Ninty Dollars per hour
Amount in words

\$ 90.00 per hour
Amount in numbers

Weekends and Holiday Hourly Rate

One hundred thirty-five dollars per hour
Amount in words

\$ 135.00 per hour
Amount in numbers

Emergency Hourly Rate

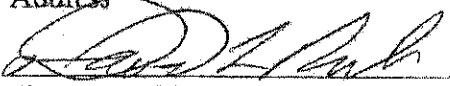
Ninty dollars per hour - Mon-Fri 8am-4:30 pm; One hundred thirty-five dollars per hour
Amount in words all other times

\$ 90.00 M-F 8am-4:30p; \$135/hour all other times
Amount in numbers

Fire + Safety Services, Ltd
Company Name

22-1739599
Federal I.D. # or Social Security #

200 Ryan St. South Plainfield NJ 07080
Address


Signature of Authorized Agent

David L. Russell
Type or Print Name

Title: President

800-400-8077
Telephone Number

Feb 11, 2021
Date

908-412-0513
Fax Number

service@f-sf.com
E-mail address

See attached

EXCEPTION TO SPECIFICATIONS

PAGE NUMBER: _____ SECTION TITLE: _____

EXPLAIN:

PAGE NUMBER: _____ SECTION TITLE: _____

EXPLAIN:

PAGE NUMBER: _____ SECTION TITLE: _____

EXPLAIN:

PAGE NUMBER: _____ SECTION TITLE: _____

EXPLAIN:

PAGE NUMBER: _____ SECTION TITLE: _____

EXPLAIN:

Clarifications

Howell Township Fire District #4

Bid for Preventative Maintenance/Repair To Fire Apparatus and Vehicles

BID DUE: February 17, 2021

Page 11, Paragraph Q, Item 5

Initial responses as noted will be verbal initially to ascertain issue, to determine if can be rectified over phone with customer to limit costs to District; as well as to ascertain proper technician to send for issue.

Page 12, Preventative Maintenance Item 21

Auto lube will be serviced and inspected per Hale service recommendations

Page 12 Preventative Maintenance Item 23 (the first item 23)

Pressure control device (Relief Valve or Pressure Governor) will be inspected for proper operation

Page 13 Chassis service – specifically 4-75

Outline does not reference TAK 4 independent front suspension inspection which is outlined in the OEM service manual (included with these exceptions). For units with TAK-4 will have an additional 6 hours of labor above that listed in this section, for total of 11 hours.

Page 18 Aerial Service

Aerial device will be service in accordance with the applicable OEM service manual annual service. (see attached). Hours will be 16 per service

Page 18 Work on units 19-486, 19-494 19-488

We take exception to these sections and do not bid on any of the work for the light duty chassis apparatus

Page 21- Small Engine Equipment

Fire and Safety Services will not provide service and repair on small engines. If desired, Fire and Safety Services will subcontract this work for the District.

Page 21 – General repair

Fire and Safety Services will supply a detailed (contract) invoice for all work showing cost of all line items, unit pricing and extended pricing to verify mark up.

BIDDER. TAKES NO FURTHER CLARIFICATIONS TO THE SPECIFICATIONS

CONTRACT

PREVENTIVE MAINTENANCE/REPAIR TO FIRE APPARATUS AND VEHICLES

THIS AGREEMENT made this 9th day of March, 2021, 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, 126 S. Main Street, Farmingdale, New Jersey 07727 (hereinafter referred to as the "Vendor").

Witnesseth:

FIRST: The Vendor hereby agrees to provide preventive 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 February 16, 2021. 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

\$110.00

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

\$165.00

Weekends and Holiday Hourly Rate

\$250.00

Emergency Hourly Rate

\$220.00

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 March 9, 2021, and terminating on March 8, 2022. The Board reserves the option to extend this Contract for an additional one (1) or two (2) years 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