

CITY OF VINELAND

RESOLUTION NO. 2022 – 137

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2024 OR NEWER PIERCE ENFORCER PUMPER/2000 GPM PUMP/750 GALLONS OF WATER FROM FIRE AND SAFETY SERVICES, SOUTH PLAINFIELD, NJ, IN THE AMOUNT NOT TO EXCEED \$698,450.15, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS NATIONAL COOPERATIVE PURCHASING PROGRAM (HGACBuy) CONTRACT FS12-19.

WHEREAS, the City of Vineland Fire Department is in need of purchasing a 2024 or Newer Pierce Enforcer Pumper/2000 GPM Pump/750 Gallons of Water; and;

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Agreement known as the Houston – Galveston Area Council of Governments (HGACBuy) under member number ILC #15-4602- and, HGACBuy is a national cooperative contract organization; and,

WHEREAS, HGAC-Buy, National Cooperative Purchasing Program has acted as lead agency and awarded Contract FS12-19. Specific information regarding the contract may be found on the HGACBuy website at: [www.hgacbuy.com](http://www.hgacbuy.com); and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase a 2024 or Newer Pierce Enforcer Pumper/2000 GPM Pump/750 Gallons of Water using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Fire and Safety Services;

WHEREAS, the City of Vineland intends under HGAC-Buy, under Contract FS12-19, to purchase from Fire and Safety Services, 200 Ryan Street, South Plainfield, NJ 07080, a 2024 or Newer Pierce Enforcer Pumper/2000 GPM Pump/750 Gallons of Water, in an amount not to exceed \$698,450.15, as listed in the Quotation, dated March 1, 2022, made available through the HGACBuy.

WHEREAS the Director of the Fire Department, Fire Chief and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through HGACBuy for this procurement;

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order to procure a 2024 or Newer Pierce Enforcer Pumper/2000 GPM Pump/750 Gallons of Water for a price not to exceed \$698,450.15.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION  
FOR COOPERATIVE CONTRACT AWARDS  
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10  
(REQUIRED FOR PURCHASES OVER \$17,500.00)**



3/22/2022  
(DATE)

1. Goods or Services (detailed description): 2024 or Newer pierce Enforcer Pumper/  
2000GPM Pump/750 Gallons of Water

2. Amount to be Awarded: \$ 698,450.15

- Encumber Total Award  
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. 2022-23  
Or Grant: Title & Year \_\_\_\_\_

4. \*\*Account Number to be Charged: C-04-00-000-2223-78002

5. Contract Period (if applicable): \_\_\_\_\_

6. Date to be Awarded: \_\_\_\_\_

7. Recommended Vendor and Address: Fire & Safety Services  
200 Ryan St South Plainfield NJ 07080

8. Justification for Vendor Recommendation:(attach add'l information for Council review)  
Pierce is the Manufacture for the last several purchases with no issues and great service. The quality is above and beyond the other vehicles  
we have purchased in the last few years. Service has always been an issue with fire trucks with the service center being closer than most and the sales rep  
living in South Jersey, which enables us to have a representative available without delay.

Type of Contract:  State  National  Regional  County


Vendor's Cooperative Contract # HGAC# FS12-19

9. Evaluation Performed by: Chief Luigi Tramontana Jr

10. Approved by: Chief Luigi Tramontana Jr

11. Attachments:

- Awarding Proposal  
 Other: Quote

• Send copies to:  
**Purchasing Department**  
**Business Administration** 

\*\*If more than one account #, provide break down

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 1, 2022

City of Vineland

Ref: One (1) 2024 or Newer Pierce Enforcer Pumper / 2000 GPM Pump / 750 Gallons Water

Dear Chief Tramontana:

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 **\$763,265.74** for the unit.

This apparatus would have a delivery time of 23.5 months from receipt of the purchase order.

**\*NOTE-** If the City can issue a purchase order to Fire & Safety Services, Ltd. on/or before April 22, 2022, Fire & Safety Services / Pierce Mfg. will offer an additional discount in the amount of (\$64,815.59) for a new quoted price of **\$698,450.15**.

**\*\*NOTE-** This price expires on 6/1/2022.

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, Fred Hundt.

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.

