

**BOROUGH OF CLEMENTON
COUNTY OF CAMDEN
STATE OF NEW JERSEY
NOTICE OF INTENT TO AWARD CONTRACT UNDER A NATIONAL COOPERATIVE
PURCHASING AGREEMENT**

The Borough of Clementon intends to participate in the Sourcewell National Cooperative Purchasing Contract #113201-OKC, Base Unit #260, to purchase one Pierce Saber 1500 GPM Pumper.

Information regarding the contract may be found at Borough Hall, 101 Gibbsboro Road, Clementon, NJ, during regular business hours, as well as on the Borough of Clementon Website at: www.clementon-nj.com

It is the intent of the Borough Administrator to make a contract award to Fire & Safety Services, Ltd., 200 Ryan Street, South Plainfield, NJ, pursuant to the Sourcewell co-op, under Contract #113201-OKC on August 15, 2023. Contract Period begins on or about August 15, 2023 and ends when all goods are satisfactorily received. The Borough of Clementon is permitted to join national cooperative purchasing agreements under the authority of NJSA 52:34-6.2(b)(3). Comment period ends on August 15, 2023 at 4:00PM.

Jenai L. Johnson,
Municipal Clerk/Administrator

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

July 21, 2023

Borough of Clementon

Dear Mayor and Council:

Thank you for your interest in purchasing Pierce fire apparatus through the Sourcewell cooperative purchasing program. This letter serves as the quote under the new Pierce Sourcewell contract 113021. For this unit we used the base model 260 a Saber Pumper to start.

Pursuant to the regulations established under the Sourcewell program, we made modifications to meet your departmental requirements. We are offering a Sourcewell quoted price of **\$793,569.57***. The total is derived from the apparatus base price, less the deducted options at the special discounted rate (red highlight), plus the added options at the special discounted rate (green highlight).

*This does not include any authorized and approved change orders made during print approval or at final inspection – if any.

Currently this truck would be ready for final inspection at Pierce in approximately 6-8 months due to supply chain issues. This time may change in either direction as supply chain conditions change.

With the Sourcewell program, since the terms of the agreement have already been negotiated between the vendors and Sourcewell, there is no need for a separate contract, just a PO issued by you and made out to Fire & Safety Services as we are the prime contractor on the deal. We would then send a copy of the Sourcewell pricing worksheet along with a copy of the Purchase Order to begin the order process and your order would be booked. ***Please refer to the reverse side for all terms and conditions.***

If you have any further questions, please do not hesitate to contact me, or Robert Emery, our Director of Sales, or your area Sales Representative, Scott Estelow.

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

FRONTLINE
COMMUNICATIONS



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.

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.

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.

Main Office and Service/Parts Fax (908) 412-0513

Sales Department Fax (908) 412-0538



Sourcewell Formerly N.JPA Awarded Contract		CONTRACT PRICING WORKSHEET	
Contract No.		Date Prepared	
#113021-OKC		21-Jul-23	
Buying Agency:	Borough of Clementon	Dealer:	Fire & Safety Services, Ltd.
Contact Person:	Jenai Johnson	Sales Rep:	Scott Estelow
Member Number:	86001	Phone:	800-400-8017
Phone:	856-783-0284	Email:	sales@f-ss.com
Email:	jjohnson@clementon-nj.com	Pierce Bid #:	362
Base Spec.			
Sourcewell ID #	Description:	Published Contract Price	
260	Saber pumper	\$ 582,768.33	
Removed Options from Base Spec.			
Notes: (do not list options removed)		Before Discount Price	
<i>If audited by Sourcewell be prepared to show detail.</i>		\$ 225,473.17	
<i>With Pierce Discount (5.5%)</i>		\$ 213,072.15	
Added Options to Base Spec.			
Notes: (do not list options added)		Before Discount Price	
<i>If audited by Sourcewell be prepared to show detail.</i>		\$ 448,543.26	
<i>With Pierce Discount (5.5%)</i>		\$ 423,873.38	
Qty	1	Subtotal (Base Spec+Added/Removed Options)	\$ 793,569.57
Other Expenses			
Description		Price	
	Fee	\$ 2,000.00	
	Travel	\$ -	
	Taxes	\$ -	
	Performance Bond	\$ -	
	Applicable State Fees (Tire Fee, etc.)	\$ -	
	Total Other Expenses	\$ 2,000.00	
Discounts			
Description		Price	
	Vendor pay fee	\$ 2,000.00	
	Chassis Pre-Payment Discount	\$ -	
	Aerial Pre-Payment Discount	\$ -	
	Trade-In Value / Other Customer Adjustments	\$ -	
	Total Discount	\$ 2,000.00	
Total Purchase Price (matches customer PO)		\$ 793,569.57	