RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
Mahwah, NJ 07430

Resolution # 348-19

Date: November 14, 2019

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma			X			
Ervin	X		X			
Ferguson						X
Paz			X			
Wong						X
Wysocki		X	X			
May			X			

WHEREAS, P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, Township of Mahwah Resolution #040-19 authorizes the Township of Mahwah to utilize the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) as a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township of Mahwah Fire Department has been authorized to purchase one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options; and

WHEREAS, the Township solicited and received a quote dated October 7, 2019 for one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options utilizing National Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) National Purchasing Contract in the amount of $763,758.08; and

WHEREAS, Township Council has determined that the lowest responsive/responsible quote is Fire & Safety Services, LTD; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds;

WHEREAS, the Township has requested and received from Fire & Safety Services, LTD, required documents, including a Business Entity Disclosure Certificate, pursuant to N.J.S.A. P.L. 2011, c.139, to be in compliance with N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey awards a contract with Pierce Fire Apparatus,

LTD, as an authorized vendor of HGAC National Purchasing Contract #FS12-17 for the purchase of for one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options in the amount not to exceed $763,758.08 in accordance with the quoted HGAC Contract Pricing Worksheet dated October 7, 2019.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed the amount of agreement to be entered into between the parties without further authorization of the Governing Body; and the Chief Financial Officer has certified that the funds are available in account number C-10-19-864-C01.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, CFO, QPA, Fire Chief, HGAC and Fire & Safety Services, LTD, 200 Ryan Street, South Plainfield, NJ 07080.

I hereby certify that this resolution consisting two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 14th day of November, 2019.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

TOWNSHIP OF MAHWAH

REQUEST FOR CERTIFICATE OF FUNDS

DATE: 10/31/19

TO: KEN SESHOLTZ

FROM: JOANNE BECKER

RE: CERTIFICATION OF FUNDS FOR AWARD OF PURCHASE OF (1) PIERCE HGAC BASE MODEL TC06 ENFORCER PUMPER FIRE APPARATUS WITH OPTIONS, THROUGH HOUSTON GALVASTON AREA COUNCIL'S (HGAC) COOPERATIVE PURCHASING PROGRAM NATIONAL PURCHASING CONTRACT #FS12-17.

Please certify that the following accounts have sufficient funds to award the purchase via HGAC Cooperative Purchasing Program National Purchasing Contract #FS12-17 to Fire & Safety Services, LTD, in the approved amount of $763,758.08.

Accounts: C-10-19-864-C01 Amount: $763,758.08 U/B $ 774,515.74

This contract **does** exceed $17,500.00. National Purchasing Contract is Fair and Open by Council Resolution.

J. Wiest

DEPARTMENT HEAD

DO NOT WRITE BELOW THIS LINE

TOWNSHIP COUNCIL

Pursuant to N.J.A.C. 5:30 – 1.10, I hereby certify that as of 11/4/19,

the free and unencumbered balance in the appropriation account (s) entitled

Ordinance # 1864 Fire Engine is $ 774,515.74 and that there are

adequate funds available for the proposed contract noted above.

Kenneth Sesholtz, C.F.O.

Resolution No.: _____
Ordinance No.: _____

This is to certify that the required funds needed in connection with the attached been or will be available in the 2019 Budget under Account #: _____.

Dated: 11-3-19

J. Wiest

Quentin Wiest, Business Administrator

HGACBuy
THE SMART PURCHASING SOLUTION

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO: **Joanne Becker**	FROM: **Marlana Mack**
END USER: **Township of Mahwah**	DATE: **11/12/2019**
PHONE NUMBER: **201-529-0061**	
RE: **Price Verification**	REFERENCE: Fire & Safety Services, Ltd. Quote 10.07.19

We have reviewed the pricing provided through HGACBuy Contract FS12-17. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

**********This is not an Order Confirmation*********

Joanne Becker

From: Mack, Marlana <[redacted]>
Sent: Tuesday, November 12, 2019 6:14 PM
To: Joanne Becker
Subject: RE: Township of Mahwah purchase of one Pierce TC06 Enforcer Pumper on HGAC contract
Attachments: PIERCE PUMPER HGAC PROPOSAL.pdf; TOWNSHIP OF MAHWAH . FIRE & SAFETY SERVICES LTD.pdf

Good Afternoon,

We have reviewed the pricing provided through HGACBuy Contract FS12-17. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing**.

Please advise if we can assist further in this matter.

Thanks,

Redacted email address cuz

Marlana Mack
Procurement Services Coordinator
HGACBuy THE SMART PURCHASING SOLUTION
3555 Timmons Ln, Suite 120
Houston, TX- 77027
Ph : 713-993-2484
Fax: 713-993-4548
Email: [redacted]
URL: www.hgacbuy.org & www.h-gac.com

DID YOU KNOW?
HGACBuy also offers these products.

Fire Apparatus (FS)

Good afternoon Marlana,

The Township of Mahwah will be purchasing another fire apparatus through the HGAC contract. We have obtained a proposal for one (1) Pierce TC06 Enforcer Pumper fire apparatus from Fire & Safety Services LTD under the HGAC-Buy Coop Contract FS12-17, Fire Service Apparatus. A copy of the proposal is attached. Please verify that the pricing for the base, published and non-published options is correct, and that the terms of the proposal meet the co-op requirements.
Thank you!
Sincerely,

Joanne Becker
Qualified Purchasing Agent
Township of Mahwah
475 Corporate Drive
Mahwah NJ 07430
201-529-5757 x 263
jbecker@mahwahtwp.org

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-17	Date Prepared:	10/07/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Township of Mahwah Bid#533	Contractor:	Fire & Safety Services Ltd.
Contact Person:	Joanne Becker- QPA	Prepared By:	Robert Emery- Director of Sales
Phone:	201-529-5757 (ext#263)	Phone:	800-400-8017
Fax:	201-529-0061	Fax:	
Email:	JBecker@mahwahtwp.org	Email:	[redacted] Redacted email address cus

Product Code:	TC06	Description:	Arrow XT Pumper from Enforcer Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $439,231.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$298,910.00
		Subtotal B:	$298,910.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$25,617.08
		Subtotal C:	$25,617.08

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3.47%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	763758.08	=	Subtotal D:	$763,758.08

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Vendor to Pay HGAC Fee	-$2,000.00		
		Subtotal F:	-$2,000.00

Delivery Date:	12 Months from PO	G. Total Purchase Price (D+E+F):	$763,758.08

Pulse Number	Qty	Description	Published Options	Unpublished Options
102	1	Add- "C" Frame Liner	$3,211.00	
105	1	Upgrade to 31,000# Rear	$3,313.00	
106	1	TAK-4 Suspension	$16,751.00	
111	1	Tire Chains- Rear Axle	$4,614.00	
114	1	Aluminum Wheels, front	$2,294.00	
115	1	Aluminum Wheels, Rear SA	$4,064.00	
125	1	Air Inlet-Outlet	$724.00	
126	1	Additional Air Tank	$385.00	
127	1	12 / 120 Volt Air Compressor	$1,615.00	
131	1	Cummins L9 400 HP to 450HP L9	$1,748.00	
132	1	Cummins L9 450HP to Detroit DD13 470 HP	$20,194.00	
134	1	Detroit DD13 470 to 525	$6,249.00	
143	1	Add- Extended Front Bumper	$2,770.00	
145	1	Bumper Tray	$1,064.00	
147	1	Linex Bumper Coating	$418.00	
152	1	Extended Cab	$5,460.00	
153	1	Mounting Plate on Engine Tunnel	$424.00	
154	1	Electric Windows	$1,642.00	
164	7	Upgrade SCBA Bracket to Hands Free	$5,271.00	
172	1	Upgrade Enforcer to Arrow XT	$40,176.00	
179	9	Spare Radio Wiring	$1,134.00	
180	1	Radio w/Weatherband	$1,225.00	
191	1	Camera System to MUX	$2,256.00	
203	1	Kussmaul Charger	$1,832.00	
208	1	Auto-Eject 20A	$541.00	
210	1	Batteries 6-total	$1,220.00	
212	1	430A Niehoff Alternator	$5,537.00	
216	1	LED Headlights	$1,961.00	
217	2	12V LED Scene	$2,664.00	
218	1	12V LED Flood Brow Light	$2,241.00	
221	6	12V LED Flood Recessed or Surface	$11,256.00	
229	1	Hose Bed Cover, Aluminum	$5,749.00	
239	1	Long Pumper Body	$2,828.00	
241	2	Catwalk-Hatch Compartment	$7,422.00	
243	1	Add- Right High Side Compartments	$3,641.00	
246	1	Ladder storage Next to Tank	$4,881.00	
260	2	Trough- Hard Suction	$2,096.00	
261	2	Hard Suction Hose	$2,616.00	
263	6	Adjustabale Compartment Shelves	$1,194.00	
265	1	Swing-Out Tool Board	$1,747.00	
266	4	Slide-Out floor tray	$3,368.00	
269	5	PacTrac in Compartment	$4,700.00	
272	1	SCBA Cylinder Storage in Fender Panel (single)	$682.00	
277	1	Increase Pump from 1250 to 1500 GPM	$6,267.00	
278	1	Increase Pump from 1500 to 1750 GPM	$3,820.00	
284	1	Add- 2.5" suction inlet	$1,260.00	
287	1	Add- Front suction Inlet 4-6"	$7,836.00	
288	1	Add- Rear Suction Inlet	$5,409.00	
290	1	2.5" Discharge- front bumper	$2,801.00	
292	2	2.5" discharge	$3,666.00	
295	1	Add- LDH Side Discharge	$5,426.00	
303	1	Provide (2) speedlays w/tray's IPO crosslays w/rollers	$8,552.00	

307	2	Poly Tray- Additional	$1,822.00	
308	1	Hose Reel, Rear Compartment	$3,379.00	
319	1	Pierce Husky 12 SA (3) discharge	$18,663.00	
328	1	Airhorn activation at Pump Panel	$184.00	
332	12	LED Backlit gauges	$1,236.00	
367	1	Additional Speaker	$661.00	
368	1	Q2B Siren	$4,249.00	
372	1	Traffic Directing Lightbar	$2,013.00	
419	1	LED Emergency Light Package Upgrade	$8,384.00	
429	1	Two-Tone Cab Paint	$2,258.00	
438	1	Graphic Upgrade 1	$1,854.00	
440	3	Graphic Upgrade 3	$11,973.00	
477	10	Portable Hand Light w/mounting bracket	$1,380.00	
480	1	Little Giant Ladder	$639.00	
753067	1	Compt, Storage, Transverse Crew Cab, Reverse Hinge, Sgl Pan		$2,247.34
566425	1	Seat, FF C/C, DS Outboard, Pierce PSV, SCBA		$808.72
566436	1	Seat, FF C/C, PS Outboard, Pierce PSV, SCBA		$808.72
758294	1	Lights, Hose Bed, Below Aluminum Cover, CLC-1049-40-AL, 40" LED, 4 lts		$936.70
769355	1	Tailboard; T-Shaped, 26" & 10" Deep, Angled Corner, Backstop Device		$5,923.56
3634	2	Tray, Hose, Running Board, Soft Suction Hose		$1,050.35
592990	6	Step, Folding-Extra, Body Only, Luminescent w/LED, Trident		$1,924.05
654524	1	Thermal Relief Valve, TRV120-L w/Red Warning Light & Alram, Waterous Pumps		$1,114.85
759276	1	Compt, Above Speedlays, Trans, Long Tool Storaage, Side Doors, FW		$2,730.24
7122	1	Nozzle, TFT, B-BGH 10-125 gpm		$907.42
77726	1	Foam Cell, 100 Gallon, not reduced water		$2,602.82
62992	1	Gauge, Foam Level, (1) Tank, Class 1, 5lt		$591.49
747094	1	Air Horns, (4) Grover Stutter Tone, 2040 Rect, below bumper		$2,314.65
781579	1	Receptacle, 15/20A 120V 3-pr 3-wr, NEMA 5-20R SB Dup, 1st, Interior Cab		$331.23
779722	4	Receptacle, 15/20A 120V 3-pr 3-wr, NEMA 5-20R SB Dup, 1st Interior Body		$1,324.94

Base Bid	$439,231.00	
Published Options	$298,910.00	
Total Published Options	$738,141.00	
Unpublished Options	$25,617.08	3.47%
Total Options w/o HGAC Fee	$763,758.08	

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #040-19

Date: January 3, 2019

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma			X			
Ervin			X			
Ferguson		X	X			
May			X			
Paz			X			
Wong			X			
Wysocki	X		X			

WHEREARE, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the qualification of the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) and has determined that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council is recommending membership in the HGAC, which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services; and

WHEREAS, the Township Attorney has determined that such alternative contracting is permitted by law;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing HGAC National Contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by HGAC addendums for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, Assistant to the B.A, OPA, DPW Director, Fire Chief, Police Chief, OEM Coordinator and the Chief Financial Officer.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 3rd day of January, 2019.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 14-3894
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *Township of Mahwah, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *Richard J. Martel Municipal Complex, 475 Corporate Drive, Mahwah, NJ 07430

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *01/23/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *01/01/2014 and ends *12/31/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Township of Mahwah
Name of End User *(local government, agency, or non-profit corporation)*

* Richard J. Martel Municipal Complex
Mailing Address

* 475 Corporate Drive, Mahwah New Jersey 07430
City State ZIP Code

*By: Brian Campion
Signature of chief elected or appointed official

* Brian Campion, Business Administrator 3/20/14
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: April 2, 2014

**Denotes required fields*

rev. 03/11

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed, to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD ***[IF APPLICABLE]***

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas: _____
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: Mike Taylor Jr
Chuck Wemple, Chief Operations Officer

Date: 10/26, 2017

Signed for Pierce Manufacturing Inc. Appleton, Wisconsin: _____

Printed Name & Title: Michael E. Pack, Vice President, Finance

Date: Oct 20, 2017

Attest for Pierce Manufacturing Inc. Appleton, Wisconsin: _____

Printed Name & Title: Sr. Sales Operations Manager Kristina Spang

Date: October 20, 2017

HGACBuy
THE SMART PURCHASING SOLUTION

Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	FS17TC06	Pierce Manufacturing, Inc.	$439,231.00

Product Information

Product Description

Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper

Manufacturer

Pierce Manufacturing, Inc.

Product Code

FS17TC06

Contract

FS12-17: Fire Service Apparatus (All Types)

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Discount Price Unit

EA

Keyword(s)

Pumper

View Catalog

Vendors Offering This Product

Atlantic Emergency Solutions, Inc.

Chris Breslin

[redacted]

Phone: 800-442-9700/ Cell 443-824-4341

Fax: 703-257-2572

Atlantic Emergency Solutions, Inc.

Michael Guzman

[redacted]

Phone: 803-206-6908

Fax: 703-257-2572

Redacted email addresses CWG

Churchville Fire Equipment Corp

John Alfieri

[redacted]

Phone: 585-293-1688

Fax: 585-293-1833

Emergency Equipment Professionals, Inc.

Rob Cartee

[redacted]

Phone: 256-466-2772

Fax: 662-342-7251

Emergency Equipment Professionals, Inc.

Shawn Witt

[redacted]

Phone: 662-280-4729

Fax: 662-342-7215

Finley Fire Equipment Inc.

Norman Mansfield

[redacted]

Phone: 740-962-4328

Fax: 740-962-5422

Finley Fire Equipment Inc.

Redacted email addresses cuz

Mark Smith

[redacted]

Phone: 740-962-4328

Fax: 740-962-5422

Fire & Safety Services LTD

Robert Emery

[redacted]

Phone: 800-400-8017

Fax: 908-412-0513

Fire & Safety Services LTD

Robert Emery

[redacted]

Phone: 800-400-8017

Fax: 908-412-0513

Front Range Fire Apparatus

AFFIDAVIT (PROOF) OF PUBLICATION

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

KATHRINE G. COVIELLO

OF FULL AGE, BEING FULLY SWORN ACCORDING TO LAW, DOTH DEPOSE AND SAY THAT SHE IS THE TOWNSHIP CLERK OF THE TOWNSHIP OF MAHWAH AND, AS SUCH, ANNEXED A PRINTED COPY OF A LEGAL NOTICE PUBLISHED ON THE 25 DAY OF October, 2019 IN BERGEN COUNTY'S THE RECORD, A NEWSPAPER PRINTED AND PUBLISHED IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY.

October 25, 2019
Fee:$12.65 (23) 0004359872

TOWNSHIP OF MAHWAH
NOTICE OF INTENT TO AWARD
CONTRACT UNDER
A NATIONAL COOPERATIVE
PURCHASING AGREEMENT

The Township o Mahwah intends to participate in the Houston Galveston Area Council's Cooperative Purchasing Program, HGAC-BUY, National Cooperative Purchasing Agreement, using Contract #FS12-17, entitled Fire Service Apparatus, to purchase one Pierce TC06 Enforcer Pumper Fire Apparatus.

Information regarding the contract may be found at the Township of Mahwah, Office of Administration, 475 Corporate Drive, Mahwah NJ 07430, as well as on the HGAC-Buy website www.hgacbuy.org. The Township of Mahwah joined the HGAC National Cooperative on January 23, 2014, and Township of Mahwah Resolution #040-19 dated January 3, 2019 authorized membership to HGAC-BUY for the period of January 1, 2019 through December 31, 2019.

It is the intent of the Township of Mahwah to make a contract award on November 14, 2019 to Fire & Safety Services, LTD, 200 Ryan Street, South Plainfield, NJ 07080, pursuant to the proposal submitted in response to the HGAC-Buy Contract #FS12-17, for one Pierce TC06 Enforcer Pumper Fire Apparatus.

The Township of Mahwah is authorized to utilize an alternative procurement method under the authority of N.J.S.A. 52:34- 6.2(b)(3). Comment period ends November 6, 2019. Please submit comments in writing to: Joanne Becker, Township of Mahwah, 475 Corporate Drive, Mahwah, NJ 07430.

October 25, 2019
Fee: $26.48 (48) 0004359887

Sworn to and subscribed before me this

28 day of October, 2019

Notary Public of New Jersey

JOANNE BECKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/24/2023

Legalaff.doc

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Fire & Safety Services, LTD located at 200 Ryan Street, South Plainfield, NJ 07080, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding November 14, 2019 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Mahwah as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor John Roth	David May
Janet Ariemma	Michelle Paz
George Ervin	Jonathan Wong
Robert M. Ferguson, III	James Wysocki

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
David L. Russell	215 Wood St East Windsor NJ 08520

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Fire & Safety Services
Signed: [signature] Title: President
Print Name: David L. Russell Date: 10/28/19

Subscribed and sworn before me this 30 day of Oct, 2019
My Commission expires:

EDMUND REAGAN JR.
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2420258
MY COMMISSION EXPIRES 4/27/2022

[signature]
(Affiant)
David L. Russell President
(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~~~~~~~~~~~~~~~~~~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
~~~~~~~~~~~~~~~~~~~~~~~~~~

01/29/08

Taxpayer Identification# 221-739-599/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

FIRE & SAFETY SERVICES, LTD.

TRADE NAME:

ADDRESS:

200 RYAN ST
SOUTH PLAINFIELD NJ 07080

SEQUENCE NUMBER:

0063498

EFFECTIVE DATE:

09/24/64

ISSUANCE DATE:

01/29/08

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Fire & Safety Services Ltd.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning coporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David L. Russell
Home Address: 215 Ward Street
East Windsor NJ 08620

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Name:
Home Address:

Subscribed and sworn before me this 14th day of October ; 2019.

(Notary Public)

My Commission expires:

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

(Affiant)

David L. Russell Pres
(Print name & title of affiant)

(Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David L. Russell Home Address: 215 Ward Street East Windsor, NJ 08520	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 14th day of October, 2019

(Notary Public) Peter Esemplare

My Commission expires:

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

(Affiant)

David L. Russell Rees
(Print name & title of affiant)

(Corporate Seal)

Certification 5483

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2019 to 15-SEP-2026

FIRE & SAFETY SERVICES, LTD.
200 RYAN STREET
SO. PLAINFIELD NJ 07080

ELIZABETH MAHER MUOIO
State Treasurer

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

ss:

I, David L. Russell (name of affiant) residing in East Windsor (name of municipality)
in the County of Mercer and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President (title or position) of the firm of Fire & Safety Services, Ltd. (name of firm)

_____ the bidder making this Proposal for the bid

entitled new fire apparatus (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mahwah (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Fire & Safety Services Ltd.

Subscribed and sworn to

before me this day

Signature

October 14, 2019

David L. Russell Pres
(Type or print name of affiant under signature)

Notary public of

My Commission expires

(Seal)

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** Fire & Safety Services Ltd.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David L. Russell Signature: _____

Title: President Date: _____

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
Mahwah, NJ 07430

Resolution # 349-19

Date: November 14, 2019

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma			X			
Ervin	X		X			
Ferguson						X
Paz			X			
Wong						X
Wysocki		X	X			
May			X			

WHEREAS, P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, Township of Mahwah Resolution #040-19 authorizes the Township of Mahwah to utilize the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) as a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township of Mahwah Fire Department has been authorized to purchase one (1) Seagrave HGAC Base Model XC01 Marauder Pumper Fire Apparatus with Options; and

WHEREAS, the Township solicited and received a quote dated September 20, 2019 for one (1) Seagrave HGAC Base Model XC01 Marauder Pumper Fire Apparatus with Options utilizing National Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) National Purchasing Contract in the amount of $699,935.00; and

WHEREAS, Township Council has determined that the lowest responsive/responsible quote is Seagrave Fire Apparatus, LLC; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds;

WHEREAS, the Township has requested and received from Seagrave Fire Apparatus, LLC., required documents, including a Business Entity Disclosure Certificate, pursuant to N.J.S.A. P.L. 2011, c.139, to be in compliance with N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey awards a contract with Seagrave Fire

Apparatus, LLC, as an authorized vendor of HGAC National Purchasing Contract #FS12-17 for the purchase of for one (1) Seagrave HGAC Base Model XC01 Marauder Pumper Fire Apparatus with Options in the amount not to exceed $699,935.00 in accordance with the quoted HGAC Contract Pricing Worksheet dated September 20, 2019.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed the amount of agreement to be entered into between the parties without further authorization of the Governing Body; and the Chief Financial Officer has certified that the funds are available in account number C-10-18-832-C01.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, CFO, QPA, Fire Chief, HGAC and Seagrave Fire Apparatus, LLC, 7285 Solutions Center, Chicago, IL 60677-7002.

I hereby certify that this resolution consisting two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 14th day of November, 2019.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

TOWNSHIP OF MAHWAH

REQUEST FOR CERTIFICATE OF FUNDS

DATE: 10/31/19

TO: KEN SESHOLTZ

FROM: JOANNE BECKER

RE: CERTIFICATION OF FUNDS FOR AWARD OF PURCHASE OF (1) SEAGRAVE HGAC BASE MODEL XC01 MARAUDER PUMPER FIRE APPARATUS WITH OPTIONS, THROUGH HOUSTON GALVASTON AREA COUNCIL'S (HGAC) COOPERATIVE PURCHASING PROGRAM NATIONAL PURCHASING CONTRACT #FS12-17.

Please certify that the following accounts have sufficient funds to award the purchase via HGAC Cooperative Purchasing Program National Purchasing Contract #FS12-17 to Seagrave Fire Apparatus, LLC, in the approved amount of $699,935.00.

Accounts: C-10-18-832-C01 Amount: $699,935.00 U/B $ 723,923.23

This contract **does** exceed $17,500.00. National Purchasing Contract is Fair and Open by Council Resolution.

J. Wiest

DEPARTMENT HEAD

DO NOT WRITE BELOW THIS LINE

TOWNSHIP COUNCIL

Pursuant to N.J.A.C. 5:30 – 1.10, I hereby certify that as of 11/4/19,

the free and unencumbered balance in the appropriation account (s) entitled

Ordinance # 1832 Fire Engine is $ 723,923.23 and that there are

adequate funds available for the proposed contract noted above.

Kenneth Sesholtz, C.F.O.

Resolution No.: _____
Ordinance No.: _____

This is to certify that the required funds needed in connection with the attached been or will be available in the 2018 Budget under Account #: _____.

Dated: 11-3-19

J. Wiest

Quentin Wiest, Business Administrator

HGACBuy
THE SMART PURCHASING SOLUTION

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO: **Quentin Weist**	FROM: **Marlana Mack**
END USER: **Township of Mahwah**	DATE: **10/11/2019**
PHONE NUMBER: **201-529-5757**	
RE: **Price Verification**	REFERENCE: Seagrave Fire Apparatus Quote dated 9/20/2019 XC01

We have reviewed the pricing provided through HGACBuy Contract FS12-17. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

**********This is not an Order Confirmation*********

Joanne Becker

From: Mack, Marlana [redacted]
Sent: Friday, October 11, 2019 3:58 PM
To: Joanne Becker
Subject: RE: Township of Mahwah - HGAC purchase of Seagrave Pumper on FS12-17
Attachments: SEAGRAVES MARAUDER HGAC-PRICING.pdf; Township of Mahwah.Seagrave.pdf

Good Afternoon,

We have reviewed the pricing provided through HGACBuy Contract FS12-17. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing**.

Please advise if we can assist further in this matter.

Link for bid FS12-17:
https://www.hgacbuy.org/bid-notices/2017-2018.aspx

Thanks,

Redacted email address cwg

Marlana Mack
Procurement Services Coordinator
HGACBuy THE SMART PURCHASING SOLUTION
3555 Timmons Ln, Suite 120
Houston, TX- 77027
Ph : 713-993-2484
Fax: 713-993-4548
Email: [redacted]
URL: www.hgacbuy.org & www.h-gac.com

DID YOU KNOW?
HGACBuy also offers these products.

Fire Apparatus (FS)

SEAGRAVE FIRE APPARATUS, LLC

September 20, 2019

Township of Mahwah
Attn: Quentin Weist
475 Municipal Offices Drive
Mahwah, NJ 07430

Dear Mr. Weist:

Thank you for the opportunity to assist you with your fire apparatus needs with a proposal to purchase a Seagrave Fire Apparatus through the Houston-Galveston Area Council (H-GAC) program.

Your proposal was based on the H-GAC executed contract for FS12-17, effective December 1, 2017 through November 30, 2019. Seagrave agrees to sell said fire apparatus through the H-GAC contract extending all pricing, terms and conditions.

PROPOSAL SUMMARY

Seagrave Fire Apparatus, LLC offers the apparatus herein named XC01 for the following price:

	Seagrave Custom Pumper	
HGAC Base Unit Price XC01		$455,127
Published Options		$146,971
Unpublished Options		$87,688
Per Unit Total		$689,786
HGAC Order Processing Fee		$2,000
Inspections		$4,000
Delivery		$2,991
Seagrave New Jersey In Bound & Delivery		$2,000
Discount		-$842
Purchase Order Total		$699,935

State, federal, FET or local taxes not included.

Delivery 300 calendar days upon receipt of complete order and signed PE drawing

Again, we appreciate the opportunity to assist with their apparatus needs.

Sincerely,

Ulisses Parmeziani
Vice President and COO

cc: [redacted]

Redacted email address
CWS

105 E 12th St • Clintonville, WI 54929-1518
PHONE: 715-823-2141 • www.fwdseagrave.com

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-17	Date Prepared:	9/20/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Township of Mahwah, NJ	Contractor:	Seagrave Fire Apparatus, LLC
Contact Person:	Quentin Weist	Prepared By:	MARIANNE THIEX
Phone:	201-529-5757 Ext. 265	Phone:	715-823-1854
Fax:		Fax:	715-823-5769
Email:	qweist@mahwahtwp.org	Email:	[redacted]

Product Code:	XC01	Description:	Seagrave Custom Pumper

Redacted email address cus

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	455127

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached			
		Subtotal From Additional Sheet(s):	146971
		Subtotal B:	146971

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached			
		Subtotal From Additional Sheet(s):	87688
		Subtotal C:	87688

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	15%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	689786	=	Subtotal D:	689786

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Inspections	4000	Seagrave New Jersey In Bound & Delivery	2000
Delivery	2991	Discount	-842
		Subtotal F:	8149

Delivery Date:	G. Total Purchase Price (D+E+F):	699

699,935.00

PUBLISHED OPTIONS

TOWNSHIP OF MAHWAH, NJ
MODEL XC01 SEAGRAVE CUSTOM PUMPER/ PROCUREMENT: CONTRACT #FS12-17

CODE OR PART NO.	DESCRIPTION	Per Unit Cost	QUANTITY	HGAC TOTAL
00-04-8240	In-Process Digital Pictures	$ 1,200.00	1	$ 1,200.00
10-10-1200	Frame - 10.25"/12.5" Vari Sect. Rail, 2.6016m RBM (180-219" Wheel Base)	$ 1,433.00	1	$ 1,433.00
10-12-0024	Bumper Extension - 24"	$ 574.00	1	$ 574.00
10-12-0140	Front Bumper Trough - Center, 24" Extension w/ 2 Centered Air Horns	$ 296.00	1	$ 296.00
10-20-0100	Front Tow Hooks - (2) Painted, Below Bumper	$ 245.00	1	$ 245.00
10-28-2900	Isolated Air Reservoir - 1770 Cubic Inch, (Ea)	$ 244.00	1	$ 244.00
10-28-3120	Emergency Brake - Officer	$ 316.00	1	$ 316.00
10-28-48PP	Aux Air Outlet - Shutoff Valve, DS Pump Panel	$ 220.00	1	$ 220.00
11-10-1100	Rear Axle - RS-26-185, with EX225H Disc Brakes, 27,000#	$ 4,072.00	1	$ 4,072.00
11-20-2795	Automatic Traction Control w/ Deep Mud & Snow Switch	$ 244.00	1	$ 244.00
11-20-5000	Automatic Snow Chains - Onspot	$ 2,271.00	1	$ 2,271.00
11-30-3200	Rear Susp. - Semi-Elliptical Spring, 3"x52", Single, 27,000#	$ 540.00	1	$ 540.00
12-50-0700	Wheels - Aluminum Disc, Durabrite, on Single Rear Axle	$ 1,115.00	1	$ 1,115.00
13-03-1200	Transmission - Allison, 4000-EVS	$ 6,883.00	1	$ 6,883.00
13-15-1400	Focal Retarder - Telma	$ 8,325.00	1	$ 8,325.00
13-08-2700	Fuel Tank - 65 Gallon, S/S, Rear Mount, with S/S Straps	$ 541.00	1	$ 541.00
13-08-5600	Fuel Pump - Electric, for Priming Only	$ 581.00	1	$ 581.00
13-10-2500	Alternator - Delco, 430 Amp, Model 55SI	$ 564.00	1	$ 564.00
13-13-0053	DEF Access - Door in Driver's Side Crew Cab Step Area, MII	$ 747.00	1	$ 747.00
20-00-670A	Cab - S/S, Full Tilt, 141" Marauder II	$ 1,800.00	1	$ 1,800.00
20-00-8310	Doors - Full Length, MII	$ 183.00	1	$ 183.00
20-50-180B	Inner Cab Door Panels - Lower, Black LINE-X (4)	$ 100.00	1	$ 100.00
20-00-7510	Cab Roof - S/S, 10" Raised, MII	$ 3,890.00	1	$ 3,890.00
20-00-7920	Door Window Separator Trim - Hi-Polished S/S	$ 188.00	1	$ 188.00
20-00-9510	Doors - (2) Cab, Side Access, 25" High, MII	$ 1,325.00	1	$ 1,325.00
20-00-9910	Cab Access SCBA Bracket - Zico ULLH with CRS Strap	$ 331.00	1	$ 331.00
23-25-0010	Cab Side Access Door Lights - (2) ROM LED, (1) Strip Light Per Door	$ 366.00	1	$ 366.00
20-10-1400	Mirrors - (2) Lang Mekra, 300 Series, 4-Way, Heatd/Remote w/ LED Turn & Marker	$ 415.00	1	$ 415.00
20-12-2710	Door Glass - Electric Power Windows, Tinted, MII	$ 1,579.00	1	$ 1,579.00

20-12-3000	Additional Switches - (3) to Allow Driver to Operate all Power Windows	$ 770.00	1	$ 770.00
20-13-0020	Power Door Locks - (4) Cab Entrance Doors	$ 1,286.00	1	$ 1,286.00
20-13-0040	Power Door Locks Keyless Remote System	$ 185.00	1	$ 185.00
20-14-1410	Glass - Side Crew Cab, Sliding, Tinted, MII	$ 368.00	1	$ 368.00
20-14-3000	Side Window Guards - S/S, Interior	$ 160.00	1	$ 160.00
20-25-1095	Removable Engine Tunnel Panels (Marauder II Only)	$ 226.00	1	$ 226.00
21-00-0120	Seat - Driver's, Bostrom, Sierra, Air-100, Reclining (NA w RollTek)	$ 548.00	1	$ 548.00
21-01-0160	Seat - Officer's, Bostrom, Tanker 450, SCBA	$ 515.00	1	$ 515.00
21-08-0200	SCBA Bracket - SecureAll™, Bostrom Seats Only (Ea)	$ 460.00	1	$ 460.00
21-11-5900	Seat - (2) Outboard, Rear Facing, Bostrom, Tanker 450, SCBA	$ 1,043.00	1	$ 1,043.00
21-08-0200	SCBA Bracket - SecureAll™, Bostrom Seats Only (Ea)	$ 460.00	2	$ 920.00
21-11-6C00	Seat - (2) Inboard, Forward Facing, Bostrom, 400 SCBA Flip-up	$ 1,390.00	1	$ 1,390.00
21-08-0200	SCBA Bracket - SecureAll™, Bostrom Seats Only (Ea)	$ 460.00	2	$ 920.00
21-11-7A00	Seat - (2) Outboard, Forward Facing, Bostrom, Sierra Flip-up	$ 1,174.00	1	$ 1,174.00
21-15-5503	Compartment - Under Seat, Rear Forward Facing (41") MII Only	$ 916.00	1	$ 916.00
21-23-0810	Manual Coolant Shutoff Valve - Forward Cab HVAC Inflow (Inlet), MII	$ 130.00	1	$ 130.00
21-23-0905	Manual Shutoff Valve - Forward Cab HVAC Outflow (Return), MII	$ 130.00	1	$ 130.00
21-23-2710	Rear Crew Cab Heaters - 64,000 BTU Total, MII	$ 2,263.00	1	$ 2,263.00
21-23-3010	Manual Coolant Shutoff Valve - Crew Cab HVAC Inflow (Inlet), MII	$ 125.00	1	$ 125.00
21-23-3105	Manual Shutoff Valve - Crew Cab HVAC Outflow (Return), MII	$ 125.00	1	$ 125.00
21-50-1005	Map Box - (4) Slot High/Low w/ Black LINE-X Finish	$ 519.00	1	$ 519.00
22-00-0530	Buss Bar - Under Officer's Seat, (4) Stud Switched	$ 124.00	1	$ 124.00
22-00-0540	Buss Bar - Under Engine Tunnel Panel	$ 124.00	1	$ 124.00
22-01-0300	Low Coolant Sensor	$ 329.00	1	$ 329.00
22-01-0600	Ammeter (IATS)	$ 174.00	1	$ 174.00
22-03-1400	12V Power Point - User Defined Location (Ea)	$ 56.00	1	$ 56.00
22-03-14US	USB Charger Port - Kussmaul Dual Port #091-219 (Ea)	$ 118.00	1	$ 118.00
70-05-2535	NEMA Rating - 5-20R (20 Amp) Non-Twist-Lock, Duplex	$ 221.00	1	$ 221.00
70-05-2720	Receptacle Cover - Stainless Steel Wallplate, Single (Interior Use Only) (Ea)	$ 26.00	1	$ 26.00
70-05-2820	Breaker - 20 Amp, No Ground Fault Interrupter (Ea)	$ 49.00	1	$ 49.00
22-03-14US	USB Charger Port - Kussmaul Dual Port #091-219 (Ea)	$ 118.00	4	$ 472.00
22-0A-5040	Radio - Pioneer AM/FM/CD/MP3/USB Stereo, w/ Stereo Antenna	$ 1,069.00	1	$ 1,069.00
22-0A-5120	Two-Way Radio Antenna Mount - Universal w/ Cable (Ea)	$ 201.00	1	$ 201.00
22-0C-2170	Camera System - (1) Zone Defense #ZD.323.1.4, Rear	$ 846.00	1	$ 846.00
22-10-0700	Batteries - (6) Champion, 12V, 950 CCA	$ 689.00	1	$ 689.00
22-15-3650	Battery Charger - Kussmaul #EV-40 with Remote Display & Kick Plate	$ 976.00	1	$ 976.00

70-05-2535	NEMA Rating - 5-20R (20 Amp) Non-Twist-Lock, Duplex	$ 221.00	1	$ 221.00
70-05-2720	Receptacle Cover - Stainless Steel Wallplate, Single (Interior Use Only) (Ea)	$ 26.00	1	$ 26.00
22-15-5500	"Super Auto Eject" Plug - Kussmaul 20 Amp, 120 VAC	$ 351.00	1	$ 351.00
22-90-004N	Headlights - Quad, VisionX, LED, with Dual Light Bezels	$ 1,139.00	1	$ 1,139.00
22-90-0320	Side Marker Lights - Britax LED, Rear Corners	$ 149.00	1	$ 149.00
23-02-95CM	Cornering Lights - (2) Whelen 500 Series Super LED, Bumper Ext (for Intelex™)	$ 381.00	1	$ 381.00
23-03-VWL2	Back Up Lights - (2) Whelen, #60C00WCR, LED, Max Intensity	$ 359.00	1	$ 359.00
23-11-2820	Cab Dash Courtesy Lights - (2) TecNiq Dragon D14 Red, LED	$ 141.00	1	$ 141.00
23-11-2870	Crew Cab Courtesy Lights - (2) TecNiq Dragon D14, Red, LED	$ 141.00	1	$ 141.00
23-12-260L	Hand Light - Streamlight, Survivor® LED Model 90503 (Ea)	$ 196.00	6	$ 1,176.00
24-10-WFE6	Lightbars - (2) Whelen #F4N MINI, 21.5", LED, Side Facing	$ 1,825.00	1	$ 1,825.00
24-10-WFG7	Lightbar - Whelen #F4N Red/Clear/Blue, 72" LED	$ 2,381.00	1	$ 2,381.00
24-20-WLFE	Beacons - (2) Whelen Micro Edge #MCFLED2R, Super-LED®, Red LED/Red Lens	$ 595.00	1	$ 595.00
24-35-0010	Cab Cowl Lights - (2) Whelen 50R03ZRR, Red LED with Red Lens	$ 261.00	1	$ 261.00
24-80-WLLE	Traffic Adv - Whelen #TAZ86RB, Super-LED®, Red/Blue Ends, 30.45"	$ 1,708.00	1	$ 1,708.00
24-82-IN0R	Installation - Traffic Advisor, Recessed in Body	$ 330.00	1	$ 330.00
26-00-0030	Air Horns - Dual, Grover	$ 533.00	1	$ 533.00
26-00-0310	Air Horn Dual Lanyard	$ 155.00	1	$ 155.00
26-15-4200	Mechanical Siren - Federal Signal Q2B®, on Gravel Pan	$ 1,773.00	1	$ 1,773.00
26-15-5985	Mechanical Q2B® Foot Switch - Linemaster® #632-S (Ea)	$ 175.00	2	$ 350.00
26-15-7215	Siren/Horn Selector Switch - (3) Position	$ 100.00	1	$ 100.00
30-00-0054	Side Mount Operator Stand Shall Be 54" Wide	$ 750.00	1	$ 750.00
30-05-54LF	Running Board - 54", LS, ATP, with Hose Well, NA Aerials	$ 396.00	1	$ 396.00
30-05-54RF	Running Board - 54", RS, ATP, with Hose Well, NA Aerials/Stacked Exhaust	$ 396.00	1	$ 396.00
31-00-1600	Pump - Waterous, 2000 GPM, 2-Stage, CMU	$ 2,015.00	1	$ 2,015.00
31-01-0220	Pump Seal - Mechanical, Waterous	$ 410.00	1	$ 410.00
31-01-0920	Transfer Valve - with Manual Override, Waterous, Electric	$ 236.00	1	$ 236.00
31-01-0120	Pump Anti-Corrosion System - Zinc Anode, Waterous Pumps	$ 203.00	1	$ 203.00
31-01-0580	Pump Shift Manual Override	$ 244.00	1	$ 244.00
31-01-2040	1/2" Pump to Tank Recirculating Line	$ 345.00	1	$ 345.00
31-01-2135	Drain Valve - Line, Innov Controls for Pump Panel Drains /Class 1 for Other	$ 129.00	1	$ 129.00
31-02-0380	Master Compound Gauges - (2) Class 1, Back Lit, 6" dia., 30-0-600	$ 678.00	1	$ 678.00
31-02-1090	Fuel Gauge - Pump Panel	$ 175.00	1	$ 175.00
31-02-2160	Large Tank Level Displays - (2) Water, Whelen 500 Series 5MM LED -Cab	$ 945.00	1	$ 945.00
31-02-2110	Remote Large Display Driver - Water Tank Level Gauge, Class1	$ 416.00	1	$ 416.00
33-10-038A	External Valves - L/S & R/S Main Pump Inlet, Akron #7982, 6"NSTF x 5" Storz	$ 2,833.00	2	$ 5,666.00
33-10-1400	Auxiliary Inlet - Gated, 2-1/2", Right Side (Ea)	$ 874.00	1	$ 874.00
33-10-3100	Auxiliary Inlet - Gated, 2-1/2", RS Rear (Ea)	$ 1,585.00	1	$ 1,585.00

33-13-1300	Front Inlet - 5" w/o Valve - for MII	$ 4,240.00	1	$ 4,240.00
34-85-0340	Swivel - Front Inlet, 5", Chrome Plated Brass	$ 928.00	1	$ 928.00
34-85-035C	Storz Adapter - Front Inlet, 5" NST x 5" Storz, Anodized	$ 154.00	1	$ 154.00
33-13-2W40	5" Butterfly Valve - Front Inlet f/ Waterous Pump, Jamesbury w/ Air Control	$ 1,725.00	1	$ 1,725.00
31-01-0745	Relief Valve - Front Intake Pressure, Task Force Tips, 2-1/2"	$ 171.00	1	$ 171.00
33-20-0200	Tank Fill Line - 2"	$ 989.00	1	$ 989.00
34-15-0110	Front Bumper Discharge - 1.5" with Swivel & 2" & 2.5" Plumbing, Push-Pull Valve	$ 1,634.00	1	$ 1,634.00
34-21-0425	Discharge - RS, 4" with Electric Valve	$ 3,269.00	1	$ 3,269.00
34-85-1820	Adapter - RS 4" Discharge, 4" x 5" NST, Chrome Plated (Ea)	$ 180.00	1	$ 180.00
34-85-1893	Elbow - RS 4" Discharge, 5" x 5" Storz, 30 Degree, Anodized (Ea)	$ 175.00	1	$ 175.00
34-24-0250	Rear Discharge - LS, 2-1/2", with Push-Pull Valve (Ea)	$ 1,373.00	2	$ 2,746.00
34-85-2933	Reducer, Cap & Chain - LS 2.5" Rear Discharge, 2.5", Chrome Plated (Ea)	$ 108.00	2	$ 216.00
34-90-03AH	Discharge - Deck Gun, 3", w/ Handwheel Control	$ 2,869.00	1	$ 2,869.00
35-70-0100	Booster Reel - Open Bin, Painted Steel	$ 1,944.00	1	$ 1,944.00
35-70-6200	Booster Hose - 1", 100' Length (Ea)	$ 574.00	2	$ 1,148.00
35-70-6800	Hose Reel Polished S/S Rollers & Guides - Open Bin, Same Side	$ 308.00	1	$ 308.00
35-70-8200	Hose Reel Blowout from Vehicle Air Supply	$ 104.00	1	$ 104.00
37-11-0200	Water Tank - 750 Gallon, L-Type	$ 1,546.00	1	$ 1,546.00
90-10-0100	Hydraulic Ladder Rack	$ 4,364.00	1	$ 4,364.00
90-10-0170	Hydraulic Ladder Rack Front & Rear Flashing Lights - (2) Whelen OSR00FCR	$ 304.00	1	$ 304.00
90-10-019A	Ladder Rack Interlocks - for Compartment Doors	$ 132.00	1	$ 132.00
91-02-4020	Hydraulic Ladder Rack Finish - Painted Job Color	$ 881.00	1	$ 881.00
45-39-0010	Inner Liners - Rear Single Axle, 304 S/S	$ 373.00	1	$ 373.00
45-40-3375	Rear Compt. - 33.75" H, SS, Roll-up Door	$ 1,596.00	1	$ 1,596.00
57-00-0005	Compartment Doors - Side, Hinged, S/S	$ 5,250.00	1	$ 5,250.00
57-00-2000	Keyed Locks - Hinged Compartment Doors (#1250 Keys) (Ea)	$ 46.00	6	$ 276.00
57-00-5200	Liner - Interior Hinged Compartment Door, Brushed S/S (Ea)	$ 121.00	8	$ 968.00
57-00-2010	Keyed Locks - ROM Roll-up Compartment Doors (#1250 Keys) (Ea)	$ 63.00	1	$ 63.00
57-00-3520	Protective Shield - Roll-up Door, Removable, S/S, Brushed (Ea)	$ 104.00	1	$ 104.00
91-01-4310	Finish - Body Side Compartment Interior, Clear Coat (Ea Compt)	$ 105.00	6	$ 630.00
45-48-9000	Pumper Rear - Flush Compartments, for Extended Bodies Only	$ 753.00	1	$ 753.00
45-65-1005	Hose Bed Cross Panel Divider - S/S, DA Finish	$ 539.00	1	$ 539.00
57-05-0100	Dri-Dek® - per Compartment / Shelf / Tray (Ea)	$ 81.00	16	$ 1,296.00
57-05-3030	Adjustable Shelf - Stainless Steel (Ea)	$ 261.00	8	$ 2,088.00
57-05-4210	Tray Construction - Aluminum, Base Depth (Ea)	$ 128.00	4	$ 512.00
57-05-491F	SlideMaster #AM2, 70% Aluminum, 500#, Floor Mount, Base Depth (Ea)	$ 434.00	4	$ 1,736.00
57-05-5009	Pegboard - Aluminum, on Unistrut (Ea Compartment)	$ 236.00	6	$ 1,416.00
57-05-5025	Swing Out Pegboard - Aluminum Pegboard, Adjustable (Ea)	$ 599.00	2	$ 1,198.00

57-10-108S	Air Bottle Compts - (8) Bottles in Single Wheel Well, Oval (Poly)	$ 1,225.00	1	$ 1,225.00
57-10-150P	Air Bottle Compartment Door - High Polished with Push Button Lever Latch	$ 106.00	4	$ 424.00
57-20-7940	Steps - Chrome Folding,(3) LS, Body Frt w (2) 8" Rails & (1) LED Lite, NA Top Mt	$ 579.00	1	$ 579.00
57-20-7970	Step - Chrome Folding, (1) RS, Body Front with (1) 8" Rail, NA w Top Mount	$ 179.00	1	$ 179.00
70-05-2530	NEMA Rating - 5-20R (20 Amp) Non-Twist-Lock, Single	$ 226.00	2	$ 452.00
70-05-2720	Receptacle Cover - Stainless Steel Wallplate, Single (Interior Use Only) (Ea)	$ 26.00	2	$ 52.00
71-Y0-0010	12V Light Switched at Cab Dash (Ea)	$ 93.00	1	$ 93.00
71-Y0-0010	12V Light Switched at Cab Dash (Ea)	$ 93.00	2	$ 186.00
71-Y0-0015	12V Light Switched at Operator Stand (Ea)	$ 93.00	2	$ 186.00
71-Y0-0020	12V Light Switched at Cab Dash & Operator Stand w/ 3-Way Momentary Switch (Ea)	$ 184.00	2	$ 368.00
90-00-9700	Ladder Brackets - Leather Lined	$ 135.00	1	$ 135.00
90-03-01AT	Hose Troughs - (2) Zico #HHS-TM-1, Hard Suction, 6" AL, Top of Body	$ 671.00	1	$ 671.00
90-03-5015	Suction Hose - Kochek # 2P601, 6" x 10', Long Handle (Ea)	$ 350.00	2	$ 700.00
90-05-4400	Pike Pole - 12', Fire Hooks NHF-12 with Fiberglass Handle (Ea)	$ 339.00	1	$ 339.00
90-05-6550	Pike Pole Mounting - Aluminum Tube (Ea)	$ 249.00	2	$ 498.00
91-00-5400	Paint - Cab Interior, Clear Coat (Full Tilt Cabs)	$ 251.00	1	$ 251.00
91-00-6000	Paint - Cab Exterior, Two Tone	$ 1,235.00	1	$ 1,235.00
91-03-3000	1" Border - Each Side of Reflective Stripe	$ 390.00	1	$ 390.00
91-03-400D	Chevron Striping - 3M™ Diamond Grade™, Rear Facing Compartment Body Panels	$ 390.00	1	$ 390.00
	Total Published Options	#N/A		$ 146,971.00

UNPUBLISHED OPTIONS

TOWNSHIP OF MAHWAH, NJ
MODEL XC01 SEAGRAVE CUSTOM PUMPER/ PROCUREMENT: CONTRACT #FS12-17

CODE OR PART NO.	DESCRIPTION	QUANTITY	PRICE	HGAC TOTAL
10-12-5400	Dri-Dek® - Front Bumper Compartment (Ea)	1	$ 29.00	$ 29.00
10-12-5980	Retaining Strap - Velcro for Front Bumper Trough	1	$ 53.00	$ 53.00
10-28-0410	Main Air System Drain Valve(s) - Cable Controlled	2	$ 24.00	$ 48.00
10-28-290Q	Isolated Air Tank Drain Valve(s) - Cable Controlled (Ea)	1	$ 56.00	$ 56.00
12-15-1500	Front Tires - MI/425/65R22.5/XZY3/On/Off 11,400/11,400# (Ea)	2	$ 388.00	$ 776.00
12-16-1200	Rear Tires - MI/12R22.5/XDN2/Neige 6,780/7,255# (Ea)	4	$ 384.00	$ 1,536.00
13-00-5310	Engine - Cummins X12, 500 HP, for Single Axle, EPA17/OBD17 Ce	1	$ 22,917.00	$ 22,917.00
13-03-2016	Transmission Fluid - Synthetic SAE Standard Delvac for 4000-EVS	1	$ 112.00	$ 112.00
13-08-5630	Fuel Water Separator/Alarm/Heater - Racor Greenmax™ 4400R1210	1	$ 220.00	$ 220.00
13-13-0008	Exhaust - Single Module, DPF/SCR, Outboard of Frame Rail, X12 Er	1	$ 781.00	$ 781.00
13-08-3070	Fuel Fill Door - S/S, Polished, Side Hinged (NA TDA)	1	$ 92.00	$ 92.00
13-08-5100	Shutoff Valve - Fuel Line	1	$ 344.00	$ 344.00
20-00-960F	Cab Side Access Door Stays- (2) Chain Style	1	$ 30.00	$ 30.00
20-00-961L	Keyed Locks for (2) Cab Side Access Doors (#1250 Keys)	1	$ 46.00	$ 46.00
20-00-9650	Sill Protectors - (2) Cab Side Access Door, Hi-Polish, S/S (IPOS)	1	$ 53.00	$ 53.00
20-00-9660	Scuff Plates - (2) Cab Side Access Door Frame, S/S, Hi-Polish	1	$ 36.00	$ 36.00
20-00-989C	Cab Access Area Trays - (2) AL, Both Sides, Marauder	1	$ 300.00	$ 300.00
20-00-989M	Cab Access Area Tray Finish - LINE-X to Match Engine Tunnel	1	$ 184.00	$ 184.00
20-05-2010	Inner Liners - Front, 304 S/S	1	$ 230.00	$ 230.00
20-07-010R	Mud Flaps - Front, Rubber	1	$ 79.00	$ 79.00
20-16-9130	Cab Rear Wall Pike Pole Mount - Head Down (Ea)	2	$ 379.00	$ 758.00
20-18-010X	Lighted Exterior Cab Handrails Upgrade	1	$ 1,216.00	$ 1,216.00
20-25-4091	Overhead Dash Open Angle Limiting Strap, Marauder Only	1	$ 91.00	$ 91.00
20-25-4120	Officer's Dash - Includes MDT-Laptop Pocket (NA for Attacker/Capi	1	$ 68.00	$ 68.00
20-25-500B	Sun Visors - (2) Vinyl, Padded, Black	1	$ 116.00	$ 116.00
20-25-6010	Cup Holder - Black Line-X Finish (Ea)	4	$ 70.00	$ 280.00

21-12-700D	Seat Belt - Driver's, 3 Point, Vertically Adjustable	1	$ 45.00	$ 45.00
21-07-043O	Seat Riser/Compt - Officer, 10.5" High, Short Depth, Marauder	1	$ 232.00	$ 232.00
21-07-1000	Lock - Riser Compartment (#CH751 Keys)	1	$ 46.00	$ 46.00
21-12-701D	Seat Belt - Officer's, 3 Point, Vertically Adjustable	1	$ 45.00	$ 45.00
21-08-0020	Fold & Hold for HO Bostrom Flip-Up SCBA Seats	1	$ 75.00	$ 75.00
21-12-704E	Seat Belts - Inboard, Fwd Facing, 3 Pt, Vertically Adjustable w Ready	2	$ 158.00	$ 316.00
21-12-705B	Seat Belts - Outboard, Forward Facing, 3 Point, Fixed, MAR Only, (F	2	$ 126.00	$ 252.00
21-12-7100	Cavity Covers - Bostrom, 400 Series Seats	5	$ 64.00	$ 320.00
21-12-7700	Upholstery - Seat, Bostrom, Durawear™Plus Black (Ea)	8	$ 50.00	$ 400.00
21-15-7210	Fire Extinguisher Storage - Rear Cab, ATP (Ea) - Toward Officer Sid	1	$ 289.00	$ 289.00
21-23-2716	Crew Heater Master Switch, Marauder	1	$ 96.00	$ 96.00
22-03-14SF	Outlet Box w/ USB - on Engine Tunnel, with Black LINE-X Finish	1	$ 335.00	$ 335.00
22-10-5200	Jumper Cable Studs - Under Driver's Side Battery Box	1	$ 73.00	$ 73.00
22-11-0610	Battery Box Finish - Gloss Black Paint	1	$ 505.00	$ 505.00
22-11-5100	Battery Mats - Turtle Tile, Non-Corrosive	1	$ 20.00	$ 20.00
70-05-1928	Receptacle w/Plug & Cord - 120V, 20 Amp for Cab Interior, Shorelin	1	$ 36.00	$ 36.00
22-90-004V	Halo Activation - as a Parking Brake	1	$ 111.00	$ 111.00
23-02-9010	Cab Side Directional Lights - (2) Weldon LED "Bug Eye"	1	$ 78.00	$ 78.00
23-04-0008	Front Hose Bed/Storage Floodlight - TecNiq E10 LED (Ea)	3	$ 161.00	$ 483.00
23-04-009B	Front Hose Bed/Storage Light(s) Activate w Pump Panel Lights	3	$ 33.00	$ 99.00
23-05-2020	Light Activation - Ground Lights, w/Rocker Switch, Req INTELEXT	1	$ 350.00	$ 350.00
23-05-2055	Ground Lights - Illuminating as Side Directionals, Requires INTELE	1	$ 375.00	$ 375.00
23-05-3185	Work Light - Pump Module Open Bin, TecNiq E10 LED (Ea)	1	$ 169.00	$ 169.00
23-25-0150	Exterior Compartment Lights - (2) ROM LED Strips, Vertical Mount	7	$ 562.00	$ 3,934.00
24-30-WL6A	Perimeter - Whelen #60R02F*R, Super-LED®, Red (Ea)	12	$ 35.00	$ 420.00
26-10-8620	Siren Head Horn Ring - Wired	1	$ 104.00	$ 104.00
26-10-RUMB	Federal Rumbler -3	1	$ 1,578.00	$ 1,578.00
26-15-7015	Foot Switch Shall be Deactivated When the Parking Brake is Set	2	$ 83.00	$ 166.00
26-15-6010	Q2B® Siren Brake Rocker Switch, Additional, for Officer	1	$ 71.00	$ 71.00
30-00-SL4D	Operator Stand - 54", Side Ctrl, S/S, w/ (2) 1.75" Low Crosslay Beds	1	$ 3,427.00	$ 3,427.00
30-05-X010	Retaining Strap - Velcro, for Running Board Hose Well	1	$ 53.00	$ 53.00
30-05-X010	Retaining Strap - Velcro, for Running Board Hose Well	1	$ 53.00	$ 53.00
30-06-0W54	Pump Mount Bracket - for Waterous Pump and 54" Operator Stand	1	$ 150.00	$ 150.00
31-02-0480	Gauges - Discharge, 3.5", Class 1, Back Lit, 30-0-600, 1 per Discharg	8	$ 185.00	$ 1,480.00

31-02-1215	Air Horn Rocker Switch - On Pump Panel	1	$ 180.00	$ 180.00
34-85-0120	Plug & Chain - RS Auxiliary Gated Inlet, 2.5" NST, Chrome Plated (I	1	$ 48.00	$ 48.00
34-85-0160	Plug & Chain - Rear Auxiliary Gated Inlet, 2.5" NST, Chrome Plated	1	$ 48.00	$ 48.00
34-85-035Z	Cap & Cable - Front Inlet, 5" Storz, Anodized	1	$ 69.00	$ 69.00
34-85-2090	Cap & Chain - RS Discharge, 5" Storz, Anodized (Ea)	1	$ 69.00	$ 69.00
34-85-2210	Adapter - LS Rear Discharge, 2.5" NST, Chrome Plated (Ea)	2	$ 40.00	$ 80.00
34-85-2214	Elbow - LS Rear Discharge, 2.5" NST, 45 Degree Chrome Plated (Ea	2	$ 104.00	$ 208.00
35-00-0A01	Deck Gun - Akron Apollo™ #3423, Manual, 1250 GPM, 3" Inlet, 2.5	1	$ 1,509.00	$ 1,509.00
35-00-0A42	Deluge Tip - Akron #489, 2.5" Chrome, 1.75" Orifice	1	$ 351.00	$ 351.00
35-00-0A52	Stacked Tip Set - Akron #2499, Quad, 2.5", Pyrolite	1	$ 446.00	$ 446.00
35-00-0A63	Discharge Pipe - Akron, #3488, 2.5" x 2.5" x 10.5"L, Pyrolite®	1	$ 279.00	$ 279.00
35-00-0T94	Extend-A-Gun - TFT #XG18VL-PL. 18" x 3" Manual (for Any Moni	1	$ 1,394.00	$ 1,394.00
35-00-0T9A	Bracket Kit - TFT, #XGB-33, Extend-A-Gun, 3" Saddle/Saddle	1	$ 109.00	$ 109.00
35-70-5295	Booster Reel Piping - 1-1/2"	1	$ 994.00	$ 994.00
35-70-6950	Reel Rewind Switch - Hannay #90030 Push Button, on Pump Panel	1	$ 240.00	$ 240.00
35-70-7100	Reel Rewind Switch - Officer's Side Foot Operated, Stirrup (IATS)	1	$ 45.00	$ 45.00
37-31-501A	ATP Cover on Water Tank - Yellow Perimeter Marking	1	$ 86.00	$ 86.00
37-31-5005	Vent Overflow Pipe-Hose Extension	1	$ 45.00	$ 45.00
45-10-4215	LS Compts - Medium SS 70"H FH, 31.5/64/50.5, 14" Extended, Hing	1	$ 7,427.20	$ 7,427.20
45-20-4265	RS Compts - Medium SS 70"H FH, 31.5/64/50.5, 28" Extended, w/R	1	$ 7,572.20	$ 7,572.20
45-60-0200	Hose Bed - with Aluminum Slats, Pumper	1	$ 480.00	$ 480.00
45-68-111Y	Hose Bed Vinyl Cover Front Awning Rail	1	$ 101.60	$ 101.60
91-01-5300	Finish - Adjustable Shelf, DA outside Edge (Ea)	8	$ 25.00	$ 200.00
91-01-6300	Finish - Roll Out Tray, DA Outside Edge (Ea)	4	$ 25.00	$ 100.00
71-0V-A7MW	Cab 12V Frt Brow Mt Light - HiViz #FT-B-72-ML-W, Combo, Whit	1	$ 3,013.00	$ 3,013.00
71-4F-T20D	Cab 12V Surface Mt Light - FRC SPECTRA MAX Q20 w/ SPA260 I	2	$ 1,548.00	$ 3,096.00
71-AF-T28W	Cab Back 12V Telescopic Light - FRC SPECTRA MAX Q28, w/ SP	2	$ 2,380.00	$ 4,760.00
71-KV-GS0C	Body Rear 12V Surface Mt Light - HiViz #FT-GSM, Guardian, Chro	2	$ 489.00	$ 978.00
90-00-0100	Ground Ladders - Pumpers, Duo-Safety, 48'	1	$ 993.00	$ 993.00
91-03-4895	Pin Striping for Cheyron - 1/4" Black	1	$ 130.00	$ 130.00
91-04-0009	Graphics Allowance	1	$ 6,000.00	$ 6,000.00
	Total Unpublished Options			$ 87,688.00

RESOLUTION

TOWNSHIP OF MAHWAH
P.O. Box 733
MAHWAH, NJ 07430

Resolution #040-19

Date: January 3, 2019

Name	Motion	Second	Yes	No	Abstain	Absent
Arlemma			X			
Ervin			X			
Ferguson		X	X			
May			X			
Paz			X			
Wong			X			
Wysocki	X		X			

WHEREARE, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the qualification of the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) and has determined that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council is recommending membership in the HGAC, which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services; and

WHEREAS, the Township Attorney has determined that such alternative contracting is permitted by law;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing HGAC National Contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by HGAC addendums for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, Assistant to the B.A, QPA, DPW Director, Fire Chief, Police Chief, OEM Coordinator and the Chief Financial Officer.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 3rd day of January, 2019.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

David May
Council President

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 14-3894
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *Township of Mahwah, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *Richard J. Martel Municipal Complex, 475 Corporate Drive, Mahwah, NJ 07430

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *01/23/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began *01/01/2014 and ends *12/31/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

2014 MAR 31 AM 10:45

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Township of Mahwah
Name of End User *(local government, agency, or non-profit corporation)*

* Richard J. Martel Municipal Complex
Mailing Address

* 475 Corporate Drive, Mahwah New Jersey 07430
City State ZIP Code

*By: Brian Campion
Signature of chief elected or appointed official

* Brian Campion, Business Administrator 3/20/14
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: April 2, 2014

**Denotes required fields*

rev. 03/11

HGACBuy THE SMART PURCHASING SOLUTION (/default.aspx)

Product Information

Product Description

Seagrave Marauder II, Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Rear Axle, 1500 GPM Pump, Mid Mounted Pump

Manufacturer

Seagrave

Product Code

FS17XC01

Contract

FS12-17: Fire Service Apparatus (All Types)

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

$455,127.00

Price Unit

EA

Keyword(s)

Pumper

Vendors Offering This Product

Seagrave Fire Apparatus, LLC

Paul Writt

[redacted] (mailto:[redacted])

Phone: 715-823-1856

Fax: 715-823-5769

Redacted email addresses CWS

Webb Apparatus of Texas LLC

Sidney Webb

[redacted] (mailto:[redacted])

Phone: 713-834-2453

Fax: 281-459-6161

Williams Emergency Vehicle Services

Craig Williams
[redacted](mailto:[redacted])
Phone: 540-292-8479
Fax:

Redacted email addresses
CWS

Contact HGACBuy

Marlana Mack
[redacted](mailto:[redacted])
Phone: 713-993-2484
Fax: 713-993-4548

Return to Products & Services **(default.aspx)**

View This Contract **(view-contract.aspx?contractid=48)**

Attachment A
Seagrave Fire Apparatus, LLC
Fire Service Apparatus (All Types)
Contract No. FS12-17

X. Seagrave		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
XA01	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 75' Rear Mount Ladder (Meanstick) Telescoping Ladder (500#)	$ 774,860.00
XA02	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 100" Rear Mount Ladder Telescoping (500#)	$ 914,158.00
XA03	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (250#)	$ 890,310.00
XA04	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (500#)	$ 927,047.00
XA05	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 105' Rear Mount Telescoping Ladder Platform (1200#)	$ 1,085,789.00
XA06	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 75' Mid Mounted Telescoping Platform (1000#) - Aerialscope	$ 1,159,260.00
XA07	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 95' Mid Mount Telescoping Platform (1000#) - Aerialscope	$ 1,197,352.00
XA08	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 60' Articulating Water Tower.	$ 671,914.00
B. Wildland Fire Apparatus		
XB01	Ford F550, 2-Door, OEM Cab, 4x4, Brush Truck, Aluminum Bed with Aluminum Compartments	$ 121,043.00
XB02	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Polyprene Body, 1250 GPM Pump, Side Mount	$ 307,211.00
XB03	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Stainless Steel Body, 1250 GPM Pump, Side Mount	$ 342,449.00
C. Pumper Fire Apparatus		
XC01	Seagrave Marauder II, Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Rear Axle, 1500 GPM Pump, Mid Mounted Pump	$ 455,127.00
XC02	Freightliner, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	$ 303,262.00
XC03	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	$ 279,484.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
XD01	Seagrave Maruader II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, Non-Walk-In Body	$ 471,564.00
XD02	Freightliner, 2-Door, OEM Cab, Single Axle, Polyprene Rescue, Non-Walk-In Body	$ 250,345.00
E. Pumper/Tankers & Tankers		
XE01	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 1500 GPM Pump, Mid Mounted Pump, 2000 Gallon Tank	$ 481,787.00
XE02	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, PTO Pump, Side Mount, 2000 Gallon Tank	$ 261,724.00
XE03	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, PTO Pump, Side Mount, 3000 Gallon Tank	$ 283,518.00
XE04	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, Gas Pump, 3000 Gallon Tank	$ 240,853.00

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SEAGRAVE FIRE APPARATUS, LLC
Clintonville, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Seagrave Fire Apparatus, LLC,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 105 East 12th Street, Clintonville, Wisconsin 54929.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC.** For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Chuck Wemple, Chief Operations Officer

Date: 1-4, 2018

Signed for **Seagrave Fire Apparatus, LLC** Clintonville, Wisconsin: _____

Printed Name & Title: A.J. Neiner Chairman and CEO

Date: 11/29, 2017

Attest for **Seagrave Fire Apparatus, LLC** Clintonville, Wisconsin: _____

Printed Name & Title: **Paul Writt Sale Representative**

Date: 11/22, 2017

AFFIDAVIT (PROOF) OF PUBLICATION

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

KATHRINE G. COVIELLO

OF FULL AGE, BEING FULLY SWORN ACCORDING TO LAW, DOTH DEPOSE AND SAY THAT SHE IS THE TOWNSHIP CLERK OF THE TOWNSHIP OF MAHWAH AND, AS SUCH, ANNEXED A PRINTED COPY OF A LEGAL NOTICE PUBLISHED ON THE 17 DAY OF October, 2019 IN BERGEN COUNTY'S THE RECORD, A NEWSPAPER PRINTED AND PUBLISHED IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY.

NOTICE OF INTENT
TOWNSHIP OF MAHWAH

The Township o Mahwah intends to award a contract under a National Cooperative Purchasing Agreement, Houston Galveston Area Council's Cooperative Purchasing Program, HGAC-BUY. The Township of Mahwah, pursuant to N.J.S.A. 52:34-6.2 (b) (3) is authorized to utilize an alternative procurement method and Township of Mahwah Resolution #040-19 dated January 3, 2019 authorized membership to the National Cooperative Purchasing Agreement Houston Galveston Area Council's Cooperative Purchasing Program, HGAC-BUY, for the period of January 1, 2019 through December 31, 2019. The Township of Mahwah intends to purchase one Seagrave Model TB70CT Marauder Pumper Fire Apparatus using HGAC-BUY contract #FS12-17 entitled Fire Service Apparatus. It is the intent of the Township of Mahwah to make a contract award to Seagrave Fire Apparatus, LLC, 7285 Solutions Center, Chicago IL 60677-7002.
Information regarding the contract may be found on the HGAC-Buy website www.hgacbuy.org. Comment period ends October 28, 2019. Please submit comments to: Joanne Becker, Township of Mahwah, 475 Corporate Drive, Mahwah, NJ 07430.
October 17, 2019
Fee: $20.90 (38) 0004358460

NOTICE OF

Katherine G. Coviello

Sworn to and subscribed before me this
21st day of October, 2019

Notary Public of New Jersey

JOANNE BECKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/24/2023

Legalaff.doc

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Seagrave Fire Apparatus, LLC located at 105 East 12th Street, Clintonville, WI 54929-1518, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding October 7, 2019 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Mahwah as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor John Roth	David May
Janet Ariemma	Michelle Paz
George Ervin	Jonathan Wong
Robert M. Ferguson, III	James Wysocki

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Seagrave Fire Apparatus, LLC.

Signed: _____ Title: VP & COO

Print Name: Ulisses D. Parmeziani Date: 10/10/2019

Subscribed and sworn before me this 10th day of October, 2019.

Lee Ann Ness

Lee Ann Ness

Notary Public, State of Wisconsin

My Commission expires: March 27, 2022

_____

(Affiant)

Ulisses D. Parmeziani, VP & COO

(Print name & title of affiant) (Corporate Seal)

LEE ANN NESS
Notary Public
State of Wisconsin

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF MAHWAH

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~~~~~~~~~~~~~~~~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
~~~~~~~~~~~~~~~~~~~~~~~~

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Seagrave Fire Apparatus, LLC

Organization Address: 105 East 12th Street, Clintonville, WI 54929-1518

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
FWD Seagrave Holdings, LP, a Delaware limited partnership	105 East 12th Street, Clintonville, WI 54929-1518

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
ELB Seagrave Investor, L.P., a Delaware limited partnership	4000 Chemical Road, Suite 401, Plymouth Meeting, PA 19462

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ulisses D. Parmeziani	Title:	VP & COO
Signature:	x	Date:	10/10/19

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   YES_____ NO__X__
   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
   YES__X__ NO_____
   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: Seagrave Fire Apparatus, LLC SIGNATURE: [signature]

PRINT NAME: Ulisses D. Parmeziani TITLE: VP & COO

DATE: 10/10/19

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Seagrave Fire Apparatus, LLC Ulisses D. Parmeziani, VP & COO

Vendor Name and Title

October 9, 2019

Date

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

_NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ WISCONSIN
County of Waupaca ss:

I, Ulisses D. Parmeziani (name of affiant) residing in Clintonville (name of municipality) in the County of Waupaca and State of Wisconsin of full age, being duly sworn according to law on my oath depose and say that:

I am VP & COO (title or position) of the firm of Seagrave Fire Apparatus, LLC (name of firm) the bidder making this Proposal for the bid proposal entitled "Fire Apparatus-Engine/Marauder Pumper, Township/, and that I executed the said proposal (title of bid proposal) of Mahwah, NJ" with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mahwah, NJ (name of contracting unit) relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Seagrave Fire Apparatus, LLC (name of contractor).

(N.J.S.A.52:34-25)

Subscribed and sworn to
before me this ~~day~~ 10th day of
October 2019.

Lee Ann Ness
Notary public ~~of~~ State of Wisconsin
Printed Name: Lee Ann Ness
My Commission expires March 27 20 22

Ulisses D. Parmeziani
(Type or print name of affiant under signature)
Ulisses D. Parmeziani, VP & COO

LEE ANN NESS
Notary Public
State of Wisconsin

EXHIBIT C

EXHIBIT C
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the bid will render a bidder's proposal non-responsive and the bid will be rejected.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

_____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

EXHIBIT C - continued
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: Seagrave Fire Apparatus, LLC

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Mahwah is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Mahwah and that the Township at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Ulisses D. Parmeziani

Signature: [signature]

Title: VP & COO

Date: 10/10/19

Certification 1744

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2017 to 15-JAN-2020

SEAGRAVE FIRE APPARATUS, INC.
105 E. 12TH STREET
CLINTONVILLE WI 54929

FORD M. SCUDDER
State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

SEAGRAVE FIRE APPARATUS, LLC

TRADE NAME:

SEAGRAVE SALES AND SERVICE

ADDRESS:

11 EDGEBORO RD STE 1
EAST BRUNSWICK NJ 08816

SEQUENCE NUMBER:

0996396

EFFECTIVE DATE:

05/01/03

ISSUANCE DATE:

02/17/05

Director

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

Robert F. Thompson

Director, Division of Taxation

This authorization is good ONLY for the named person at the location specified herein
This authorization is null and void if any change of ownership or address is effected.

SEAGRAVE FIRE APPARATUS, LLC
SEAGRAVE SALES AND SERVICE
11 EDGEBORO RD STE 1
EAST BRUNSWICK NJ 08816

Tax Registration No 810-779-841/000
Tax Effective Date 05-08-03
Document Locator No C0000053036
Date Issued 02-17-05

This Certificate is NOT assignable or transferable It must be conspicuously displayed at above address

RESOLUTION

TOWNSHIP OF MAHWAH Resolution # 406-18
P.O. Box 733
MAHWAH, NJ 07430 Date: October 4, 2018

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma			X			
Ervin			X			
May	X		X			
Paz			X			
Wong			X			
Wysocki		X	X			
Hermansen			X			

WHEREAS, P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, Township of Mahwah Resolution #049-18 authorizes the Township of Mahwah to utilize the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) as a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township of Mahwah Fire Department has been authorized to purchase one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options; and

WHEREAS, the Township solicited and received a quote dated September 6, 2018 for one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options utilizing National Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) National Purchasing Contract in the amount of $699,985.93; and

WHEREAS, Township Council has determined that the lowest responsive/responsible quote is Fire & Safety Services, Inc.; and

WHEREAS, the Chief Financial Officer has provided a Certification As To Availability of Funds;

WHEREAS, the Township has requested and received from Fire & Safety Services, Inc., required documents, including a Business Entity Disclosure Certificate, pursuant to N.J.S.A. P.L. 2011, c.139, to be in compliance with N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey awards a contract with Fire & Safety Services, Inc., as an authorized vendor of HGAC National Purchasing Contract #FS12-17 for the purchase of for one (1) Pierce HGAC Base Model TC06 Enforcer Pumper Fire Apparatus with Options in the amount not to exceed $699,985.93 in accordance with the quoted HGAC Contract Pricing Worksheet dated September 6, 2018.

BE IT FURTHER RESOLVED, that the contract amount shall not exceed the amount of agreement to be entered into between the parties without further authorization of the Governing Body; and the Chief Financial Officer has certified that the funds are available in account number C-10-17-802-C03 and 8-01-G02-202.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, CFO, Administrative Assistant, QPA, Fire Chief, HGAC and Fire & Safety Services, Inc., 200 Ryan Street, South Plainfield, NJ 07080.

I hereby certify that this resolution consisting two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 4th day of October, 2018.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

Robert Hermansen
Council President

TOWNSHIP OF MAHWAH

REQUEST FOR CERTIFICATE OF FUNDS

RECEIVED
SEP 28 2018
OFFICE OF ADMINISTRATION

DATE: 9/27/18

TO: KEN SESHOLTZ

FROM: JOANNE BECKER

RE: CERTIFICATION OF FUNDS FOR AWARD OF PURCHASE OF (1) PIERCE HGAC BASE MODEL TC06 ENFORCER PUMPER FIRE APPARATUS WITH OPTIONS, THROUGH HOUSTON GALVASTON AREA COUNCIL'S (HGAC) COOPERATIVE PURCHASING PROGRAM NATIONAL PURCHASING CONTRACT #FS12-17.

Please certify that the following accounts have sufficient funds to award the purchase via HGAC Cooperative Purchasing Program National Purchasing Contract #FS12-17 to Fire & Safety Services, Inc., in the approved amount of $699,985.93

Accounts: C-10-17-802-C03	Amount: $699,498.92	U/B $ 699,498.92
8-01-G02-202	Amount: $ 487.01	U/B $ 12,136.93

This contract **does** exceed $17,500.00. National Purchasing Contract is Fair and Open by Council Resolution.

Quentin Wiest

DEPARTMENT HEAD

DO NOT WRITE BELOW THIS LINE

TOWNSHIP COUNCIL

Pursuant to N.J.A.C. 5:30 – 1.10, I hereby certify that as of 9/28/18,

the free and unencumbered balance in the appropriation account (s) entitled

SEE ABOVE is $ SEE ABOVE and that there are

adequate funds available for the proposed contract noted above.

Kenneth Sesholtz, C.F.O.

Resolution No.: 406-18
Ordinance No.: _____

This is to certify that the required funds needed in connection with the attached been or will be available in the 2018 Budget under Account #: _____.

Dated: 9-27-18

Quentin Wiest

Quentin Wiest, Business Administrator

HGACBuy
THE SMART PURCHASING SOLUTION
Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO: Joanne Becker	FROM: Jackie Palmer
COMPANY: Township of Mahwah	DATE: 9/10/2018
PHONE NUMBER:	PHONE NUMBER: 713-993-2466
RE: Price Verification	Contract Pricing Worksheet Date Prepared: 9/6/2018

We have reviewed the pricing worksheet provided through HGACBuy Contract FS12-17. Our review verifies that the pricing provided is in compliance with the contract.

Please advise if we can assist further in this matter.

******This is not an Order Confirmation********

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-17	Date Prepared:	09/06/18

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Township of Mahwah Bid #450	Contractor:	Fire & Safety Services Ltd.
Contact Person:	Quentin Wiest- Administrator	Prepared By:	Robert Emery- Director of Sales
Phone:	201-529-5757 (ext#265)	Phone:	800-400-8017
Fax:	201-529-0061	Fax:	
Email:	qwiest@mahwahtwp.org	Email:	[redacted] Redacted email address cuz

Product Code:	TC06	Description:	AXT Pumper from Enforcer Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $426,438.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$264,349.00
		Subtotal B:	$264,349.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$9,198.93
		Subtotal C:	$9,198.93

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1.33%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	699985.93	=	Subtotal D:	$699,985.93

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Vendor to Pay HGAC Fee	-$2,000.00		
		Subtotal F:	-$2,000.00

Delivery Date:	10.5 Months from PO	G. Total Purchase Price (D+E+F):	$699,985.93

Pulse Number	Qty	Description	Published Options	Unpublished Options
105	1	Upgrade to 31,000# rear	$3,158.00	
106	1	TAK-4 Suspension	$15,969.00	
111	1	Tire Chains- Rear Axle	$4,398.00	
114	1	Aluminum Wheels, Front	$2,274.00	
115	1	Aluminum Wheels, Rear SA	$4,029.00	
125	1	Air inlet-Outlet	$690.00	
126	1	Additional Air Tank	$367.00	
127	1	12 / 120V Air Compressor	$1,540.00	
131	1	Cummins L9 400 HP to 450HP L9	$1,733.00	
132	1	Cummins L9 450HP to Detroit DD13 470	$20,021.00	
134	1	Detroit DD13 470 to 525	$6,195.00	
143	1	Add- Extended Bumper	$2,747.00	
145	2	Bumper Tray	$2,110.00	
146	1	Bumper Sight Rods	$522.00	
147	1	Linex Bumper Coating	$398.00	
153	1	Mounting Plate on Engine Tunnel	$404.00	
156	1	Safety System	$9,643.00	
157	1	Driver Safety Seat	$738.00	
158	5	SCBA Safety Seat	$4,365.00	
164	5	Upgrade SCBA Bracket to Hands Free	$3,655.00	
172	1	Upgrade Enforcer to Arrow XT	$40,566.00	
179	12	Spare Radio Wiring	$1,440.00	
180	1	Radio with Weatherband	$1,168.00	
191	1	Camera System to MUX	$2,151.00	
203	1	Kussmaul Charger	$1,746.00	
208	1	Auto-Eject 20A	$516.00	
210	1	Batteries 6-total	$1,163.00	
213	1	430A Delco Alternator	$3,730.00	
216	1	LED Headlights	$1,944.00	
217	2	12V LED Scene	$2,642.00	
219	1	12V LED HiViz Brow	$3,706.00	
220	6	12V HiViz LED Side Body	$11,286.00	
239	1	Long Pumper Body	$2,856.00	
241	2	Catwalk-Hatch Compartment	$7,360.00	
243	1	Add- Right High Side Compartments	$3,610.00	
245	1	Full Height-Depth Compartments	$6,758.00	
260	2	Trough- Hard Suction	$1,998.00	
261	2	Hard Suction Hose	$2,494.00	
262	14	Mate Flex (Turtle Tile) Enclosed Compartment Shelf	$1,792.00	
263	6	Adjustable Compartment Shelves	$1,181.00	
264	2	Slide-Out Tool Board	$2,274.00	
266	2	Slide-Out Floor Tray	$1,670.00	
267	1	Adjustable Slide-Out Tray	$935.00	
268	1	Tilt-Out Adjustable Tray	$908.00	
274	3	SCBA Cylinder Storage in Fender Panel (triple)	$2,853.00	
277	1	Increase Pump from 1250 to 1500 GPM	$5,974.00	
279	1	Increase Pump from 1500 to 2000 GPM	$7,481.00	
284	1	Add- 2.5" Suction inlet	$1,201.00	
287	1	Add- Front Suction Inlet 4-6"	$7,470.00	
292	3	2.5" discharge	$5,241.00	
293	1	3" Discharge	$2,550.00	
298	1	Extend-a-Gun 18"	$4,297.00	

309	1	Hose Reel Above Pump	$2,964.00	
328	1	Airhorn Activation at Pump Panel	$175.00	
332	12	LED Backlite Gauges	$1,176.00	
367	1	Additional Speaker	$630.00	
368	1	Q2B Siren	$4,051.00	
453	171.318	Labor Rate, Tool Mounting	$22,100.00	
469	1	Deck Gun w/Tips, Manual	$4,532.00	
477	6	Portable Handlight w/Mounting Brackets	$804.00	
9019	1	Roof, Aluminum Treadplate, Raised Cab Roof		$331.43
664351	2	PAC TRAC, installed in cab/crew cab		$511.00
622249	1	Toolboard, Alum, Adj, Added to Std Depth Sslide-Out Tray		$728.40
27093	1	Rack, Air Bags inside Compt, 6-slot		$1,074.92
580498	4	Storage Rack, Extinguishers, FLR. Mounted		$561.82
4290	1	Rack, Ladders, Below Hose Bed, (1) Extension and (1) Roof		$2,549.39
653937	1	Flashers, Headlights Alternating		$95.57
660983	1	Paint, Three Tone Cab, two tone body, w/shield		$3,346.40

Base Bid	$426,438.00	
Published Options	$264,349.00	
Total Published Options	$690,787.00	
Unpublished Options	$9,198.93	1.33%
Total Options w/o HGAC Fee	$699,985.93	

RESOLUTION

TOWNSHIP OF MAHWAH Resolution #049-18
P.O. Box 733
MAHWAH, NJ 07430 Date: January 9, 2018

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma			X			
Ervin			X			
Hermansen			X			
May			X			
Wong	X		X			
Wysocki		X	X			

WHEREARE, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the qualification of the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) and has determined that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council is recommending membership in the HGAC, which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services; and

WHEREAS, the Township Attorney has determined that such alternative contracting is permitted by law;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing HGAC National Contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by HGAC addendums for the period of January 1, 2018 through December 31, 2018.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator/QPA, Administrative Assistant/QPA, DPW Director, Fire Chief, Police Chief, OEM Coordinator, and the Chief Financial Officer.

I hereby certify that this resolution consisting one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on the 9th day of January, 2018.

Kathrine G. Coviello, RMC/CMC/MMC
Municipal Clerk

Robert G. Hermansen
Council President

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 14-3894
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *Township of Mahwah, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *Richard J. Martel Municipal Complex, 475 Corporate Drive, Mahwah, NJ 07430

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *01/23/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began *01/01/2014 and ends *12/31/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Township of Mahwah
Name of End User *(local government, agency, or non-profit corporation)*

* Richard J. Martel Municipal Complex
Mailing Address

* 475 Corporate Drive, Mahwah New Jersey 07430
City State ZIP Code

*By: Brian Campion
Signature of chief elected or appointed official

* Brian Campion, Business Administrator 3/20/14
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: April 2, 2014

Denotes required fields

rev. 03/11

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas**. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: Mike Temple for
Chuck Wemple, Chief Operations Officer

Date: 10/26, 2017

Signed for **Pierce Manufacturing Inc.** Appleton, Wisconsin: _____

Printed Name & Title: Michael E. Pack, Vice President, Finance

Date: Oct 20, 2017

Attest for **Pierce Manufacturing Inc.** Appleton, Wisconsin: _____

Printed Name & Title: Sr. Sales Operations Manager Kristina Spang

Date: October 20, 2017

Attachment A
Pierce Manufacturing Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-17

T. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
TA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 746,013.00
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$ 758,735.00
TA03	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	$ 817,640.00
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	$ 860,089.00
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	$ 901,609.00
TA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	$ 849,820.00
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	$ 1,036,731.00
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 994,689.00
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	$ 1,137,020.00
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	$ 1,081,045.00
TA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$ 984,921.00
TA12	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$ 1,065,126.00
B. Wildland Fire Apparatus		
TB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	$ 126,354.00
TB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	$ 206,696.00
TB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	$ 273,343.00
C. Pumper Fire Apparatus		
TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 219,712.00
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 224,952.00
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 233,808.00
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 243,701.00
TC05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 387,161.00
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$ 416,850.00
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	$ 528,525.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
TD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	$ 142,594.00
TD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 181,536.00
TD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 187,419.00
TD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$ 188,754.00

TD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$	198,398.00
TD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In HDR Body	$	390,488.00
TD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	$	412,432.00
TD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	$	499,447.00
TD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$	273,993.00
TD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$	276,669.00
TD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$	279,627.00
TD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$	286,436.00
TD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	$	445,668.00
TD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	$	542,213.00
E. Pumper/Tankers & Tankers			
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$	262,886.00
TE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$	243,565.00
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$	242,662.00
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	$	271,756.00
TE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	$	424,612.00
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	$	436,967.00
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$	280,409.00
TE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$	293,270.00
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$	286,728.00
TE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	$	286,728.00
TE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$	457,727.00
TE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$	490,508.00

01/29/08

Taxpayer Identification# 221-739-599/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

FIRE & SAFETY SERVICES; LTD.

TRADE NAME:

ADDRESS:

200 RYAN ST
SOUTH PLAINFIELD NJ 07080

SEQUENCE NUMBER:

0063498

EFFECTIVE DATE:

09/24/64

ISSUANCE DATE:

01/29/08

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC(08-01) This Certificate Is NOT assignable or transferable. It must be conspicuously displayed at above address

Certification

5483

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2012 to 15-SEP-2019

FIRE & SAFETY SERVICES, LTD.
200 RYAN STREET
SO. PLAINFIELD NJ 07080

Andrew P. Sidamon-Eristoff
State Treasurer

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David L Russell Home Address: 215 Ward St Gst Windsor NJ 08520	Name: Estate of Vincent Scalera Home Address: 752 William St Middlesex, NJ 08846
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 6th day of August, 2018

(Affiant)

David L Russell Pres
(Print name & title of affiant)

(Notary Public) Peter J Esemplare

My Commission expires:

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

(Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Fire+Safety Services Ltd located at 200 Park St South Plainfield NJ 07080, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 20, 2018 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Mahwah as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor William Laforet	Robert Hermansen
Janet Ariemma	David May
George Ervin	Jonathan Wong
Michelle Paz	James Wysocki

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
David L Russell	215 Ward St East Windsor NJ 08520
Estate of Vincent Scalera	752 William St Middlesex NJ 08846

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Fire+Safety Services LLC

Signed: _____ Title: President

Print Name: David L. Russell Date: 9/17/18

Subscribed and sworn before me this 17 day of Sept, 2018.

My Commission expires:

_____ (Affiant)

David L. Russell, Pres (Print name & title of affiant) (Corporate Seal)

Peter J Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex ss:

I, David L. Russell II (name of affiant) residing in East Windsor (name of municipality)
in the County of Mercer and State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am President (title or position) of the firm of Fire Safety Services, Ltd (name of firm)

_____ the bidder making this Proposal for the bid

entitled Mahwah Fire apparatus (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mahwah (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Fire Safety Services Ltd.

Subscribed and sworn to

before me this day

Signature

August 6, 2018

David L. Russell II
(Type or print name of affiant under signature)

Notary public of

My Commission expires

(Seal)

Peter J. Esemplare
Notary Public
New Jersey
My Commission Expires 4-27-2022
No. 50059582

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Fire-Safety Services, Ltd		
Address:	200 Ryan St		
City:	South Plainfield	State: NJ	Zip: 07080

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	David L. Russell	President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			$ 0

☐ Check here if the information is continued on subsequent page(s)

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

Telephone (609) 292-4886 / Facsimile (609) 984-2575

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Sameh Afzar Tajak Company (SATCO)
7.	Amona
8.	Bank Saderat PLC
9.	Bank Sepah
10.	Belaz
11.	Belneftkhim (Belarusneft)
12.	Bharat Petroleum Corporation Ltd.
13.	China International United Petroleum & Chemicals Co., Ltd. (Unipec)
14.	China National Offshore Oil Corporation (CNOOC)
15.	China National Petroleum Corporation (CNPC)
16.	China National United Oil Corporation (ChinaOil)
17.	China Petroleum & Chemical Corporation (Sinopec)
18.	China Precision Machinery Import-Export Corp. (CPMIEC)
19.	Emirates National Oil Company
20.	Grimley Smith Associates
21.	Indian Oil Corporation
22.	Industrija Nafte (INA)
23.	Kingdream PLC
24.	Liquified Natural Gas Limited
25.	Maire Tecnimont SpA
26.	Naftiran Intratrade Company (NICO)
27.	Oil and Natural Gas Corporation (ONGC)
28.	Oil India Limited
29.	Panyu Chu Kong Steel Pipe Company, Ltd.
30.	Persia International Bank
31.	PetroChina Company, Ltd.
32.	Petroleos de Venezuela (PDVSA Petroleo, SA)
33.	Schwing America Inc.
34.	Shandong FIN-CNC Machine Company, Ltd.
35.	Shanghai Sunry Petroleum Equipment Company, Ltd.
36.	Sinohydro
37.	SK Energy
38.	SKS Ventures
39.	Som Petrol AS
40.	Sonangol
41.	Zhuhai Zhenrong Company

List Date: January 28, 2013

State of New Jersey
Division of Purchase and Property

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☒ Is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☒ Is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David L. Rasse II Signature: _____

Title: President Date: _____

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____, of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctions Affirmative Action Plan (good for one year from the date of the letter.)

   OR

2. A photocopy of approved Certificate of Employee Information Report.

   OR

3. An Affirmative Action Employee Information Report (Form AA302)

   AND

   All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

   YES_____ NO X

   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

   YES X NO_____

   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: Fire & Safety Services Ltd

SIGNATURE: [signature]

TITLE: President

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c. 127, within the time frame.

AFFIDAVIT (PROOF) OF PUBLICATION

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

KATHRINE G. COVIELLO

OF FULL AGE, BEING FULLY SWORN

ACCORDING TO LAW, DOTH DEPOSE

AND SAY THAT SHE IS THE

TOWNSHIP CLERK OF THE

TOWNSHIP OF MAHWAH AND, AS

SUCH, ANNEXED A PRINTED COPY

OF A LEGAL NOTICE PUBLISHED ON

THE 18 DAY OF Sept , 2018

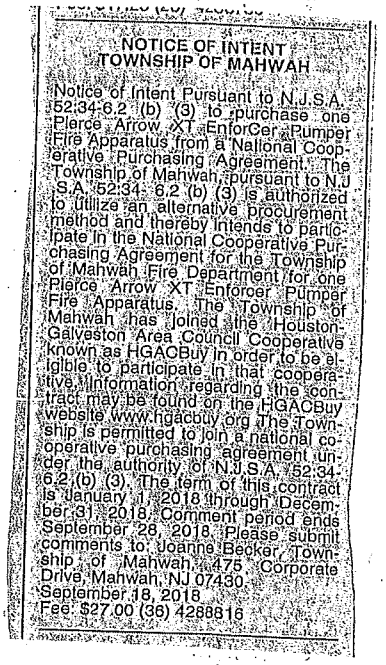
IN BERGEN COUNTY'S

THE RECORD, A NEWSPAPER

PRINTED AND PUBLISHED IN THE

COUNTY OF BERGEN, STATE OF

NEW JERSEY.



NOTICE OF INTENT
TOWNSHIP OF MAHWAH

Notice of Intent Pursuant to N.J.S.A. 52:34-6.2 (b) (3) to purchase one Pierce Arrow XT EnforCer Pumper Fire Apparatus from a National Cooperative Purchasing Agreement. The Township of Mahwah, pursuant to N.J.S.A. 52:34- 6.2 (b) (3) is authorized to utilize an alternative procurement method and thereby intends to participate in the National Cooperative Purchasing Agreement for the Township of Mahwah Fire Department for one Pierce Arrow XT Enforcer Pumper Fire Apparatus. The Township of Mahwah has joined the Houston-Galveston Area Council Cooperative known as HGACBuy in order to be eligible to participate in that cooperative. Information regarding the contract may be found on the HGACBuy website www.hgacbuy.org The Township is permitted to join a national cooperative purchasing agreement under the authority of N.J.S.A. 52:34-6.2 (b) (3). The term of this contract is January 1, 2018 through December 31, 2018. Comment period ends September 28, 2018. Please submit comments to: Joanne Becker, Township of Mahwah, 475 Corporate Drive, Mahwah, NJ 07430. September 18, 2018 Fee: $27.00 (36) 4288816

Katherine G Coviello

Sworn to and subscribed before me this

18th day of Sept , 2018

Joanne Becker

Notary Public of New Jersey

JOANNE BECKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/24/2023

Legalaff.doc

AFFIDAVIT (PROOF) OF PUBLICATION

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

KATHRINE G. COVIELLO

OF FULL AGE, BEING FULLY SWORN ACCORDING TO LAW, DOTH DEPOSE AND SAY THAT SHE IS THE TOWNSHIP CLERK OF THE TOWNSHIP OF MAHWAH AND, AS SUCH, ANNEXED A PRINTED COPY OF A LEGAL NOTICE PUBLISHED ON THE 21 DAY OF Sept, 2018 IN BERGEN COUNTY'S THE RECORD, A NEWSPAPER PRINTED AND PUBLISHED IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY.

NOTICE OF INTENT
TOWNSHIP OF MAHWAH
ADDENDUM #1
PURCHASE OF ONE PIERCE ARROW XT ENFORCER PUMPER FIRE APPARATUS

The Township of Mahwah hereby issues Addendum #1 for the above project. Addendum #1 amends with the inclusion of the following:

It is the intent of the Township of Mahwah to make a contract award to Fire & Safety Services, LTD, 200 Ryan Street, South Plainfield, NJ 07080.

Bidders are required to comply with the requirement of P.L. 1975, C. 127(N.J.A.C.17:27).

Joanne Becker, Temp. QPA

September 21, 2018
Fee $20.25(27)
4289679

Kathrine G Coviello

Sworn to and subscribed before me this

21 day of Sept, 2018

Notary Public of New Jersey

JOANNE BECKER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/24/2023

Legalaff.doc