

RESOLUTION 109-2018

**RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AWARDING CONTRACT
FOR NEW FIRE PUMPER TRUCK APPARATUS**

WHEREAS, the Borough of Woodbury Heights has the need to purchase a new fire pumper truck for the protection of life and property of the residents of the Borough in accordance with the Local Public Contracts Law, N.J.S.A.40A:11-1 et. seq.; and

WHEREAS, the Borough of Woodbury Heights heretofore advertised for the submission of bids relative to the purchase of a new fire pumper truck apparatus memorialized by the adoption of Resolution 93-2018; and

WHEREAS, the Borough of Woodbury Heights further authorized the acquisition of such apparatus by Bond Ordinance 8-2018; and

WHEREAS, bids for this apparatus were advertised pursuant to Section 4 of P.L. 1971, c. 198(C), [N.J.S.A. 40A:11-4] and publicly opened by the Borough Clerk on October 5, 2018; and

WHEREAS, the Borough received two (2) bid proposals from the following vendors:

1. Campbell Supply Company, LLC (Spartan Motors USA, Inc., dba Spartan ER) (Base Bid: \$479,507.00); and
2. First Choice Fire Apparatus (E-ONE) (Base Bid: \$519,980.00); and

WHEREAS, the Fire Chief of the Borough of Woodbury Heights Fire Department, as well as the Borough Attorney have thoroughly reviewed the above-referenced bid proposals submitted to the Borough and have further recommended the award of the contract to Campbell Supply Company, LLC, as the lowest responsive and responsible bidder based upon the bid proposal received in the amount of \$479,507.00; along with "Option 1" in the amount of \$6,934.00; and "Option 2" in the amount of \$510.00 for a total bid in the amount of \$486,951.00; and

WHEREAS, the bid submitted by Campbell Supply Company, LLC was deemed to be in substantial compliance with the bid instructions and specifications generated by the Borough; and

WHEREAS, the total amount of the contract is \$486,951.00 and the Borough CFO has certified that funds are available for this purpose; and

WHEREAS, the Borough of Woodbury Heights Council desires to award the contract for the purchase of the new fire pumper truck apparatus.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Woodbury Heights, in the County of Gloucester, and State of New Jersey, as follows:

1. A contract is hereby awarded to Campbell Supply Company, LLC for the purchase of a new fire pumper truck apparatus in the amount of \$486,951.00.
2. The appropriate Borough Officials are hereby authorized to take whatever action necessary to implement the terms of this Resolution.
3. This Resolution shall take effect immediately.


BOROUGH OF WOODBURY HEIGHTS

BY: 
ROBBIE J. CONLEY, MAYOR

Dated:

10/17/2018

ATTEST


JANET PIZZI, CLERK/ADMINISTRATOR

CERTIFICATION

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 17th day of October, 2018


JANET PIZZI, CLERK/ADMINISTRATOR

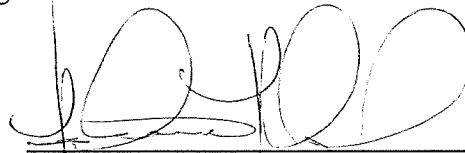
CERTIFICATION OF AVAILABILITY OF FUNDS

I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Campbell Supply Company, LLC.

The money necessary to fund said contract is in the amount of \$486,951.00 and upon approval of the contract, all funds expended shall be charged to the following:

X-04-55-109-000-102

These funds are not being certified as being available for more than the contract.

A handwritten signature in black ink, appearing to read 'Victoria Holmstrom', written over a horizontal line.

Victoria Holmstrom, CFO

CONTRACT

This agreement is made on this _____ day of December, 2018, by and between the **Borough of Woodbury Heights**, a municipal corporation of the State of New Jersey, doing business at 500 Elm Avenue, Woodbury Heights, New Jersey 08097

hereinafter referred to as the **PURCHASER**; and,

Campbell Supply Company and Spartan Motors USA, Inc (d/b/a Spartan ER), doing business at 1541 Reynolds Road, Charlotte, Michigan 48813-2015

hereinafter collectively referred to as the **SELLER**.

WITNESSETH: The **PURCHASER** and the **SELLER**, for the consideration hereinafter specified, agree as follows:

ARTICLE I: SCOPE OF AGREEMENT. The **SELLER** covenants and agrees to provide the **PURCHASER** with a complete Spartan Star Fire Apparatus (hereinafter collectively referred to as "Pumper"), as described in the proposal constituting a material part of the contract documents and all terms of the bid documents provided to the **SELLER**. In the event of any conflict between the bid proposal and the bid documents, the latter shall govern.

ARTICLE II: TIME OF DELIVERY. The Pumper shall be delivered in accordance with the bid documents. Failure to deliver as scheduled shall result in a breach of this contract and make the **SELLER** subject to any penalties available to the **PURCHASER** at law or equity and, at the discretion of the **PURCHASER**, a penalty of \$100.00 per day upon default by **SELLER** of the contract delivery date stated in the bid documents.

ARTICLE III: PAYMENT. The **PURCHASER** agrees to pay to the **SELLER** for said Pumper delivered and accepted by the **PURCHASER**. Unless otherwise agreed between the parties, the **SELLER** shall deliver the completed Pumper to the **PURCHASER** pursuant to the bid documentation. Payment for same shall be made following acceptance of the Pumper at the next regular meeting of the **PURCHASER**. Acceptance of payment by the **SELLER** shall be deemed to be a release in full of all claims against the **PURCHASER** arising out or by reason of the delivery of the Pumper.

The contract price is **\$486,951.00**, inclusive of the Option 1 and Option 2 selected by **PRCHASER** as detailed in the bid specifications

ARTICLE IV: INDEMNIFICATION. The **SELLER** will indemnify and save harmless the **PURCHASER**, its officers, agents or servants and each and every one of them, against and from all suits and costs of every type and description, including royalties, fees or claims for the use of patented methods, of patented rights or copyrights and from all damages to which the **PURCHASER**, or any of its officers, servants or agents, may be put by reason of injury to the person or property of another, resulting from negligence or omission on the part of the **SELLER** or its agent.

ARTICLE V: DEFAULT. In addition to the provisions of Article II above, in the event of default by the SELLER, the PURCHASER shall be entitled to such damages as may be permitted by law or equity.

ARTICLE VI: BINDING EFFECT. This contract shall be binding upon the PURCHASER, its successors and assigns, and upon the SELLER, its successors and assigns.

ARTICLE VII: RISK OF LOSS. The SELLER shall bear the risk of loss until the Pumper is delivered and accepted by the PURCHASER.

ARTICLE VIII: ASSIGNMENT. Neither SELLER nor the PURCHASER shall assign, transfer or encumber any of its rights or duties pursuant to this agreement without the written consent of the other.

ARTICLE IX: WAIVER. Failure of the PURCHASER in any one or more instances to insist on the performance of any of the terms of this contract or to exercise any right or privilege conferred herein or the waiver of any breach of any terms of this contract shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

ARTICLE X: NOTICES. Notice provided for hereunder shall be deemed given when mailed, certified mail, return receipt requested, to the address of the SELLER as set forth in the bid proposal or such other address as may subsequently be furnished in writing to the SELLER; or upon personal delivery to either party or four days following regular mail deposit in an authorized U.S. Postal Service mail receptacle.

ARTICLE XI: AFFIRMATIVE ACTION COMPLIANCE. During the performance of this contract, the SELLER agrees as follows:

- (a) 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 or sex. The contractor will take affirmative action to insure that such applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 election 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 contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) 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

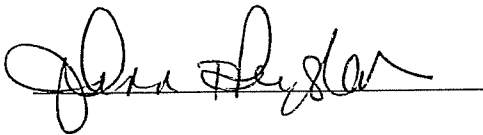
without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


No monies may be paid hereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program approved by the State Treasurer, except for those subcontractors exempt by virtue of R.S. 10:35-34. Furthermore, to the extent applicable, the provision of R.S. 10:21-1 are herein incorporated by reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date and year first written above.

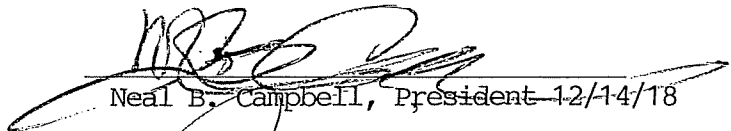
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ATTEST/WITNESS

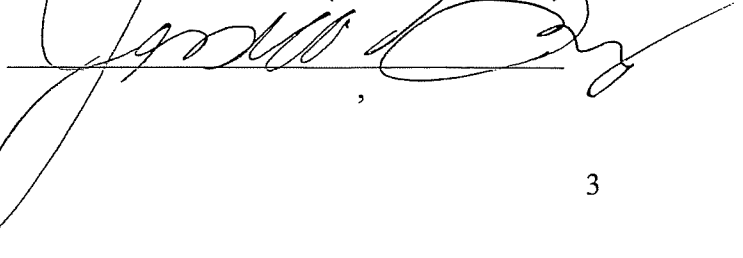


CAMPBELL SUPPLY CO., LLC

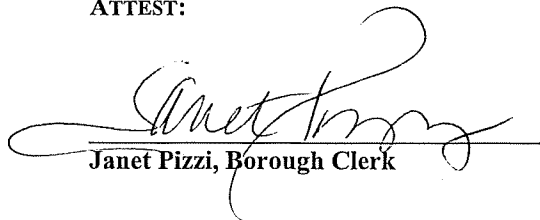


Neal B. Campbell, President 12/14/18

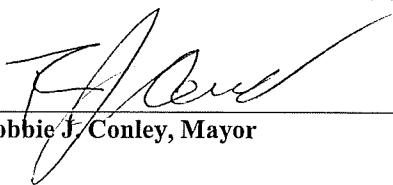
SPARTAN MOTORS USA (dba SRARTAN ER)



ATTEST:


Janet Pizzi, Borough Clerk

BOROUGH OF WOODBURY HEIGHTS


Robbie J. Conley, Mayor