

FREEHOLD TOWNSHIP  
BOARD OF FIRE COMMISSIONERS  
DISTRICT NO. 2

RESOLUTION AWARDDING BID  
FOR COMPLETE STATIONARY BREATHING AIR SYSTEM FOR FILLING  
SELF-CONTAINED BREATHING APPARATUS

Commissioner Allen offered the following Resolution and moved its adoption which was seconded by Commissioner Polo.

WHEREAS, the Freehold Township Board of Fire Commissioners, District No. 2 (hereinafter at times the "Board"), is responsible pursuant to N.J.S.A. 40A:14-70, et seq. for providing fire prevention and fire extinguishing services for East Freehold Fire Company (hereinafter at times "EFFC") and the residents of Freehold Township Fire District No. 2; and

WHEREAS, the Board determined that it was necessary to replace the EFFC's current breathing air system for filling SCBA tanks which is approximately thirty years old, and is now out of date and at the end of its serviceable life; and

WHEREAS, the Board prepared Bid Specifications for a new system for filling SCBA tanks; and

WHEREAS, the Board advertised for Bids in its designated newspaper and on its website on about March 3, 2017, and the Board received three sealed Bids from interested companies; and

WHEREAS, at its public meeting on March 21, 2017 the Board pursuant to its published notice held a public hearing and vote on the purchase of a new system for filling SCBA tanks; and

WHEREAS, at its March 21, 2017 public meeting the Board opened and read aloud the three sealed Bids which were: Airpower International, Inc. - \$46,500; Air & Gas Technologies - \$49,950; Continental Fire & Safety, Inc. - \$49,985.

WHEREAS, the Board reviewed the three Bids for legal compliance and for responsiveness to the Bid Specifications; and

WHEREAS, at its April 18, 2017 public meeting the Board reviewed the three Bids and determined that the Bids received from Air Power International, Inc. and from Air and Gas Technologies materially and substantially deviated from the Board's Specifications and were unacceptable.

NOW THEREFORE BE IT RESOLVED by the Freehold Township Board of Fire Commissioners District No. 2 as follows:


1. The Board finds that the Bids from Air Power International, Inc. and from Air & Gas Technologies deviated from the Bid Specifications materially and substantially and therefore were not accepted.
2. The Board hereby awards the Bid for the Contract to provide and install a new breathing air system for filling SCBA tanks to Continental Fire & Safety, Inc. in the amount of \$49,985.
3. The Board directs that a complete copy of this Resolution shall remain in the permanent records of the Board.

ROLL CALL

	<u>Yes</u>	<u>No</u>
Greg Brass	X	
Dennis Polo	X	
David Goldstein	X	
Jeff Allen	X	
Ryan Bailey	X	

ABSENT: 0  
ABSTAINED: 0  
DISQUALIFIED: 0  
DATED: April 18, 2017

I hereby certify that the foregoing is a true copy of a Resolution which was adopted by the Freehold Township Board of Fire Commissioners District No. 2 at its meeting on April 18, 2017.

  
\_\_\_\_\_  
Greg Brass  
Chairman  
Freehold Township  
Board of Fire Commissioners  
District No. 2

Date 5/8/17

This CONTRACT made the                    day of    8 , MAY                    , 2017

**BETWEEN** the Freehold Township Board of Fire Commissioners, District No. 2, 191 Dutch Lane Road, P.O. Box 896, Freehold, New Jersey 07728 (hereinafter referred to as the "Board") and

Continental Fire & Safety, Inc., (attn. Gregory G. Gore, Pres.) 2740 Kuser Road, Hamilton, New Jersey 08691 (hereinafter referred to as the "Contractor").

**WITNESSETH**

**WHEREAS** the Contractor has submitted a bid for the furnishing, delivery and installation of a complete stationary breathing air system for filling self-contained breathing apparatus at the Board's Dutch Lane Road, Freehold, NJ firehouse (hereinafter referred to as the "Work");

**WHEREAS** the Contractor was awarded the bid by Resolution of the Board on April 18, 2017, and the Board and the Contractor have agreed upon the terms for the completion of the Work and the payment by the Board.

**NOW, THEREFORE**, the parties agree as follows:

1.    **Contract.**    The Contract between the parties is comprised of this Contract, the Notice To Bidders published by the Board on about February 23, 2017, the Specifications prepared by the Board, and the Bid Proposal submitted by the Contractor, all of which are incorporated herein by reference and made a part of this Contract as if set forth herein at length.

All of these documents shall be referred to herein at times collectively as the "Contract Documents."

2. Contractor's Obligation. The Contractor shall complete the Work no later than thirty (30) days after full execution of this Contract by all parties.

3. Completion Date. The Contractor agrees that the Work shall be completed, without exceptions of any nature whatsoever, within thirty (30) days of full execution of this Contract by all parties, TIME BEING OF THE ESSENCE. In the event this Work is not completed within the said thirty (30) days, the Board reserves the right to hire others to complete the Work, in which event the Contractor shall be responsible for all such costs to the Board.

4. Payment Price. The Board agrees to pay the Contractor for the Work described in the Contract Documents the sum of \$49,985.00. This amount shall be paid upon completion of the Work to the reasonable satisfaction of the Board, and the completion of inspection and testing by the Board.

5. Independent Contractor. The Contractor warrants and represents to the Board that it is fully experienced and properly qualified as an expert to complete the Work provided for herein and that it is properly equipped, organized and financed to do so. The Contractor shall finance its own operations, shall operate as an independent contractor and not as the agent of the Board, and shall indemnify and hold the Board harmless from all liabilities, costs, and charges by reason of any act, omission, or representation of the Contractor or its subcontractors, agents or employees.

6. Performance Bond; Insurance. At the time of execution of this Contract by the Contractor and prior to execution by the Board, the Contractor shall provide to the Board a Performance Bond and proof of liability and other insurance satisfactory to the Board and the Board's attorney.

7. Best Efforts of Contractor. The Contractor shall at all times exert its best efforts to coordinate the Work with the designated representatives of the Board, to complete the Work at the earliest possible time, and to at all times furnish sufficient manpower and equipment to ensure the most efficient and speediest progress.

8. Contractor Review of Specifications and Plans. The Contractor acknowledges that it has reviewed this Contract, the Specifications prepared by the Board, and the bid proposal submitted by the Contractor, and that it is fully familiar with the terms of these Contract Documents and acknowledges that it has the knowledge, experience and capacity to complete the Work pursuant to the terms of these Contract Documents and within the time specified in these Contract Documents.

9. Notices. Any Notice required under these Contract Documents shall be given either in person, or by email, fax or United States Postal Services, certified mail, return receipt requested at the addresses first written above (or to such other addresses as either party may designate).

10. Arbitration. Any dispute among the parties relating to these Contract Documents shall be subject to arbitration pursuant to the Rules of the American Arbitration Association. Written Notice of Demand for Arbitration shall be filed with the other party to these Contract Documents and with the American Arbitration Association within reasonable time after a dispute has arisen.

11. Payment Subject To Satisfactory Completion Of Work. As set forth in the Bid Specifications, payment is conditioned upon completion of the Work to the reasonable satisfaction of the Board and the Board reserves the right to make any test deemed necessary to

