

EXHIBIT "A"

West Orange Fire 1500 GPM Triple Combination Pumper (HGAC Pricing)

	Pierce	E-One	Ferrara
	Paccar MX13 pre-2027	Cummings ISX 12 pre-2027	Cummings ISX 15 pre 2027
Motor	510 Hp	500 Hp	550 Hp
Horsepower	1850	1650	1850
Torque	49.5 mph	46 mph	44 mph
MPH on 6 % grade(280)	50	45	45
Cramp Angle	181"	182	185"
Wheel Base	44000	47000	46500
GVW	Unknown*	12	10.9
Approach Angle	Unknown*	13	14
Departure Angle	359"	378	382"
Overall Length	119"	114"	114
Overall Height	750 gallon	750	500gal
Booster Tanks Size	20 Months	15 Month	10 to 12 months
Delivery time	\$766,445.47	\$815,604.00	\$910,786.00
HGAC Price	\$35,000	\$51,936	\$52,000
5 Year Extended Warranty	\$15,000	\$9,000	\$10,600
5 Years of Preventative Maintenance	\$816,445.47	\$876,540.00	\$973,386.00
Total			
Discounts	80% Pre Pay Discount \$56,008.39	75% Pre Pay Discount \$14,600.00	\$973,386.00
Total With Discount	\$760,437.08	\$861,940.00	

200 RYAN STREET
SOUTH PLAINFIELD,
NJ 07080
PHONE: 800-400-8017
WWW.F-SS.COM

FIRE & SAFETY SERVICES

FIRE, MARINE
& TACTICAL
APPARATUS
• SALES
• SERVICE
• PARTS

February 26, 2024

Township of West Orange (NJ)

Dear Chief Vecchio:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program. This is being issued in the name of Fire & Safety Services as prime contractor for all orders. See end of this letter for terms and conditions that are included in the proposal binder but provided here as well.

This letter serves as the quote under the HGAC Contract FS12-23. For this unit we used the base model 23P-104 Saber Pumper- 1022.

Pursuant to the regulations established under the HGAC program, we modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of **\$816,445.47** for the unit.

***NOTE:** Pricing expires on 4/30/2024.

Currently this apparatus would be ready for final inspection at Pierce Mfg. in approximately 27-31 months. Due to global supply chain restraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to Fire & Safety Services Ltd., issued by, you, the customer. Fire & Safety would then send a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. We would also coordinate all paperwork with the manufacturer to start the order with them. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions, please do not hesitate to contact us directly or your area sales representative, Bill Ring.

Please see IMPORTANT terms and conditions on Page #2 of this document.

Very truly yours,
David L. Russell
David L. Russell
President

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

Sales Department Fax (908) 412-0538



TERMS AND CONDITIONS:

FORCE MAJUERE:

Bidder shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Bidder's control, which makes the Bidder's performance impracticable, including, but not limited to civil wars, insurrections, strikes, riots, storms, floods, other acts of nature, explosions, earthquakes, accidents, any acts of government, delay in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities, or completed products, failure to obtain any required license or certificates, act of God or the public enemy or terrorism, failure of transportations, vehicle accidents during manufacturing and/or testing, and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruptions of work

TRADE-IN (IF APPLICABLE):

The apparatus being traded shall conform to the following requirements (no exception):

- 1) The unit(s) is roadworthy at time of sale and has no hidden defects that are known to the Purchasing Authority or the Fire Department and not disclosed that would make the unit unfit for service.
- 2) The unit is not advertised for sale in any manner or fashion, by any means, or offered for sale to any other parties, either wholesale or retail. In the event that this unit is listed, marketed, advertised or displayed to a used fire apparatus broker, dealer, or firm involved in the sale of used fire apparatus; this offer shall immediately become null and void.
- 3) All of the basic and affixed equipment is included as specified on the sheet sent to us at time of sale. This includes warning lights and sirens (electronic and/or mechanical) and any other basic equipment provided by the Purchasing Authority or Fire Department.
- 4) The fire pump will pass a certified pump test in accordance with NFPA Standard 1911 to its original rated capacity and the booster tank does not leak at time of sale. The aerial ladder, if so equipped, shall pass an aerial certification in accordance with NFPA Standard 1914 at time of sale. **NOTE: A current (within 30/60 days prior to release date) certification MUST BE PROVIDED to the dealer and/or its approved vendor at time of transfer (NO EXCEPTION).** Time of Sale is defined as the actual date the transfer of the vehicle occurs from the Purchasing Authority and/or Fire Department to the buyer. **The Purchasing Authority and/or Fire Department are solely responsible for the costs of any and all repairs to ensure that the terms of this paragraph are met.**
- 5) A unit with a light tower must have the light tower fully functional at time of transfer unless otherwise agreed upon at the time of quotation of trade-in price.
- 6) The apparatus tires shall not be more than 7 years old and shall have a minimum tread depth of 4/32 on steering axles and 2/32 on non-steering axles with no punctures, cuts to the cord, bulges or sidewall separation. This is in compliance with the requirements of the FMVSS and NFPA guidelines.
- 7) The apparatus shall be made available to Fire & Safety Services, Ltd. and/or its approved vendor at the time of delivery of the new apparatus. In no case shall the trade-in be left at the fire station for more than 14-days after delivery of the new apparatus. Once the new apparatus has been delivered the trade-in is now property of Fire & Safety Services, Ltd. and/or its vendor. Any damages occurring to this apparatus during this period shall be responsibility of the Purchasing Authority and/or Fire Department that is utilizing the vehicle during this time frame.

Failure to comply with any of these provisions will result in a reduction of the trade-in allowance commiserate to the cost to correct such deficiencies. Purchasing Authority will be solely responsible for making up any difference between trade-in quote allowance and deductions in this circumstance.

PERSISTENT INFLATIONARY ENVIROMENT:

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order the order pursuant to the cancellation provisions below if the updated price isn't accepted.

CANCELLATION/TERMINATION:

In the event Customer and Fire & Safety Services, Ltd. enter into a Purchase Agreement and the Customer thereafter cancels, or terminates the Purchase Agreement; Fire & Safety Services, Ltd. will charge a cancellation fee as follows: a) 10% of Purchase Price after order is accepted and entered by Fire & Safety Services, Ltd.; b) 20% of Purchase Price after completion of the pre-construction phase of order process and prints are reviewed and executed; c) 50% of Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the product by either Fire & Safety Services, Ltd. or the manufacturer of the product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of Fire & Safety Services, Ltd.

WARRANTIES:

Fire & Safety Services Ltd. makes no warranties express, implied, or otherwise of ANY KIND. The only warranties applicable to the vehicle are those provided by the Manufacturer of the Product and/or the component manufacturers as provided in the proposal binder and at time of delivery.

TITLE AND REGISTRATION:

Due to regulations covering Municipal and emergency vehicles, titling and registration of the vehicle are solely the responsibility of the Purchasing Authority and/or the Fire Department. Fire & Safety Services, Ltd. is NOT responsible for the titling or registration of the vehicle but will assist in any manner necessary.

PAYMENT:

Payment of the apparatus is due at time of delivery. If an early payment, in whole or in part, has been made, that payment along with any applicable credit for the payment will be reflected in the final invoice which will be provided at least two (2) weeks prior to estimated delivery. If tool/equipment mounting is part of the sale of the apparatus the mounting of said equipment will not delay the delivery or payment of the apparatus. Should the customer wish, they may withhold the amount quoted for tool mounting until such time as it is completed, but the apparatus will be paid for when all prep work is completed.



**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

FS12-23

Date
Prepared:

2/26/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Township of West Orange (NJ) Bid#949	Contractor:	Fire & Safety Services
Contact Person:	Chief Anthony Vecchio	Prepared By:	Robert Emery- Director of Sales
Phone:	973-325-4175	Phone:	800-400-8017
Fax:	973-669-1080	Fax:	908-412-0513
Email:	FireChief@westorange.org	Email:	remery@f-ss.com
Product Description	23P-104 Saber Pumper- 1022		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$837,717.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$59,197.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-\$80,468.53

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

-9%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	816,445	=	Subtotal D:	\$816,445.47
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$2,000.00

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

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

Delivery Date: 27-31 Months from PO

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

\$816,445.47

Respondent: Pierce - ARFF				
Code or Part No.	Quantity	Option Description	December 2023 Published Pricing	Customization
160	1	EVS 3000 to 4000	\$13,272.00	
226	1	PacTrac or Peg in cab	\$1,260.00	
254	1	Mounting plate on engine tunnel	\$693.00	
287	1	Spare 12 volt power (each)	\$219.00	
295	1	Camera System Rear only	\$1,982.00	
311	1	Kussmaul Charger	\$2,546.00	
318	1	Auto-eject 20 amp	\$753.00	
336	1	12 volt LED Scene - A	\$1,798.00	
346	4	12 volt LED Flood Recessed or surface (per light) A	\$12,028.00	
365	2	Additional Hosebed Divider	\$1,490.00	
388	1	Running Board Trough Floating	\$2,510.00	
422	9	Adjustable Comp. shelves	\$2,511.00	
425	4	Floor Tray	\$4,564.00	
438	1	Swing-out tool board	\$3,266.00	
480	1	2.5" Discharge	\$4,289.00	
488	1	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$5,755.00	
543	1	Airhorn at activation pump panel	\$261.00	
805934	1	Engine, PACCAR MX13, 510 HP, 1850 lb-ft, EPA 2024 Engine		-\$76,574.13
632413	1	Cab, Saber FR, 6010		-\$3,894.40

		Base Bid	\$837,717.00	
		Published Options	\$59,197.00	
		Total Published Options	\$896,914.00	
		Unpublished Options	-\$80,468.53	-9%
		Total Options w/o HGAC Fee	\$816,445.47	

Optional Credits

Township of West Orange

Enforcer Pumper

OPTIONAL CREDITS

The following optional credits are available. Please note these are only options and are in no way required to obtain the price. If the option is not selected the full bid price is due on delivery of the apparatus.

80% PREPAYMENT WITH CONTRACT

The purchaser may at their option make a full prepayment at contract. If the payment is made according to the terms, an additional interest credit will be issued reducing the total purchase price.

Contract Price: \$816,445.47
Amount due with Contract: 653,156.38
Discount Amount: (\$56,008.39)
Amount Due at Pick Up: \$107,280.70

*Note- The payment information depicted above does not take in account any changes made during the build process of the apparatus. Should any additions and/or subtractions be made, those charges and/or credits will be shown on the final invoice for the apparatus.

*****NOTE- Prepay Discount is valid thru: 4/30/2024***