

**AGREEMENT FOR THE MAINTENANCE OF  
FIRE APPARATUS FOR THE WEST ORANGE FIRE DEPARTMENT**

This Agreement for the Maintenance of Fire Apparatus for the West Orange Fire Department is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein “Township”) and FF1 Apparatus LLC (“FF1”) with offices at 34 Wilson Drive, Sparta, New Jersey 07871.

**WITNESSETH**

**WHEREAS**, the Township requires the retention of a vendor to provide preventative maintenance services for various fire apparatuses utilized by the West Orange Fire Department; and

**WHEREAS**, the Township prepared a Request for Bids for Repair and Maintenance of Fire Apparatus for the West Orange Fire Department, annexed hereto as Exhibit “**A**,” and

**WHEREAS**, on June 7, 2024, the Township received a bid from FF1 (the “Bid Submission”) in response to the Bid Specifications, annexed hereto as Exhibit “**B**.”

**NOW THEREFORE**, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. FF1 hereby covenants and agrees to perform the preventative maintenance services enumerated in Sections III, IV, and V of the Bid Specifications consistent with the terms, conditions, and the scope of services as set forth in the Bid Specifications and the Bid Submission, including the Annual Cost for Preventive Maintenance set forth in Section VIII of the Bid Submission.

2. In the event of any conflicts between the terms and conditions set forth in the Bid Specifications and the Bid Submission, the terms and conditions set forth in the Bid Specifications shall govern.

3. The term of this agreement shall be for a period of two (2) years with an option for the Township to extend the agreement for one additional one-year term. Except that the Township may terminate this agreement by issuing a notice of termination which shall be issued no later than sixty (60) days prior to termination.

4. FF1 acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and FF1 agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by FF1 shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to FF1 from the Township, its agents, servants and employees.

6. FF1 agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
Karen J. Carnevale, Municipal Clerk

By: \_\_\_\_\_  
Susan McCartney, Mayor

WITNESS:

FF1 APPARATUS LLC

\_\_\_\_\_

By: \_\_\_\_\_

(printed name) \_\_\_\_\_

Title: \_\_\_\_\_