

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011- 299

Council Meeting Date: 11-14-2011

Date Adopted: 11-14-2011

TITLE: RESOLUTION APPROVING PURCHASE ORDER NO. 42545 FOR APPROVED FIRE PROTECTIVE CO. INC., IN THE AMOUNT NOT TO EXCEED \$3,621.00

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Cucco.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve purchase as follows:

Purchase Order #	-	42545
Wastewater Treatment Facility	-	10-11-001-380-2-09410
Amount Not to Exceed	-	\$ 3,621.00

Said purchase order is made and approved in the form as attached hereto and made a part thereof. Funds for said purchase order are certified available from Current Budgeted Appropriations.

APPROVED, this 14th day of November, 2011.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH			X	
MUÑOZ	X			
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 14th day of November, 2011

Wendi B. Barry, Borough Clerk

BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

42545

360 ELKWOOD AVE

WWTP-683

APPFIR

NEW PROVIDENCE, NJ 07974-1838

www.newprov.org

SIGN & RETURN TO ADDRESS ABOVE

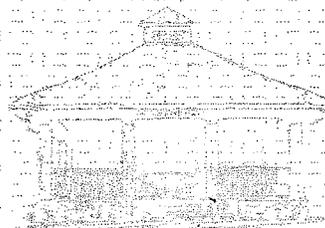
DATE	11/9/2011
PAGE NO.	1
CHECK NO.	
TAX EXEMPT NO. 22-6002132	

VENDOR	SHIP TO
APPROVED FIRE PROTECTIVE CO INC 114 SAINT NICHOLAS AVENUE SOUTH PLAINFIELD, NJ 07080	WWTP 10 PARK PLACE NEW PROVIDENCE, NJ 07974

SPECIAL INSTRUCTIONS

BRC: 0928627

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	various parts and supplies for WWTP appx amount per proposal dated 8/23/11 10-11-001-380-2-09410	1	3,621.00	3,621.00
NO ORDER VALID UNLESS SIGNED BELOW			TOTAL →	3,621.00



VOUCHER

SIGN AND RETURN TO DEPARTMENT TAKING DELIVERY

CERTIFICATION OF AVAILABLE FUNDS

PURCHASING AGENT

Monica Marino

FINANCE DEPARTMENT

DEPARTMENT HEAD CERTIFICATION

I certify that the materials and supplies have been received or the services rendered.

AUTHORIZED SIGNATURE

DATE

APPROVAL FOR PAYMENT

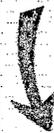
COUNCIL MEMBER

DATE

ADMINISTRATOR

DATE

VENDOR CERTIFICATION AND DECLARATION



I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.



VENDOR SIGN HERE

TITLE

DATE

VENDOR SOCIAL SECURITY NO. OR TAX I.D. NO.

VOUCHER - SIGN AT (X) AND RETURN FOR PAYMENT (SEE CONDITIONS ON REVERSE SIDE)

APPROVED FIRE PROTECTION

114 Saint Nicholas Avenue
S. PLAINFIELD, NJ 07080-1808

www.afpnj.com

Phone: 908-755-2222

Fax: 908-769-1424

*** 2010 CELEBRATING OUR 80TH YEAR ***

PROPOSAL Page 1 of 3

Date: 08/23/2011

Number: Q71112639

Requestor: TONY CARNAVALE

Phone: 908-665-1077

Fax: 908-665-2048

Email: ACARNAVALE@NEWPROV.ORG

€

----- Sold to 95109 -----

NEW PROVIDENCE MUNICIPAL
ATTENTION PUBLIC WORKS
360 ELKWOOD AVENUE
NEW PROVIDENCE, NJ 07974

----- Ship to 95109-3 -----

NEW PROVIDENCE WASTEWATER
10 PARK AVENUE
NEW PROVIDENCE, NJ 07974

Terms	Salesperson	Ship Via	
NET 30 DAYS	RICHARD HIBBARD	OUR TRUCK	
Quote does not include any installation or calibration. Calibration to be conducted by your staff.			
Description	QTY/UM	Unit Price	Extension
HONEYWELL XCD FIXED LEL Transmitter and Sensor assembly. Vendor/System# SPXCDULNFX	1 EA	832.000	832.00
Description	QTY/UM	Unit Price	Extension
HONEYWELL FIXED H2S Transmitter and Sensor Assembly. Vendor/System# SPXCDULNHX	1 EA	932.000	932.00
Description	QTY/UM	Unit Price	Extension
HONEYWELL FIXED O2 Transmitter and Sensor Assembly. Vendor/System# SPXCDULNO1	1 EA	932.000	932.00
Description	QTY/UM	Unit Price	Extension
HONEYWELL MTHANE CALIBRATION Cylinder. P/N 998-012-001 Vendor/System# 998-012-001	1 EA	220.000	220.00
Description	QTY/UM	Unit Price	Extension
HONEYWELL H2S CALIBRATION Cylinder. P/N 2302D0752 Vendor/System# 2302D0752	1 EA	220.000	220.00
Description	QTY/UM	Unit Price	Extension
HONEYWELL ZERO AIR CALIBRATION Cylinder for LEL/H2S. P/N 998-023-001	1 EA	220.000	220.00

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----- Ship to 95109-3 -----

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10 PARK AVENUE
NEW PROVIDENCE, NJ 07974

Terms NET 30 DAYS	Salesperson RICHARD HIBBARD	Ship Via OUR TRUCK
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Vendor/System# 998-023-001

Description	QTY/UM	Unit Price	Extension
HONEYWELL NITROGEN ZERO CAL. Cylinder for O2 Sensor. P/N 2992-0011	1 EA	125.000	125.00

Cylinder for O2 Sensor. P/N 2992-0011

Vendor/System# 2992-0011

Description	QTY/UM	Unit Price	Extension
HONEYWELL CALIBRATION ADAPTER P/N S3KCAL	1 EA	60.000	60.00

P/N S3KCAL

Vendor/System# S3KCAL

Hazardous Materials Ship Chg80.00

Quote Subtotal \$.....3,621.00

(UNLESS SPECIFIED, QUOTED PRICES DO NOT INCLUDE SALES TAX OR FREIGHT)

ATTACHMENTS/ADDITIONAL PAGES:

Email attachments or additional faxed/mailed pages become part of this proposal.

Thank you for this opportunity. Please contact me if you have any questions.

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NEW PROVIDENCE, NJ 07974

Terms NET 30 DAYS	Salesperson RICHARD HIBBARD	Ship Via OUR TRUCK
PROPOSAL ACCEPTANCE		
X _____ Customer Print Name	X _____ Approved Fire Protection Print Name	
X _____ / _____ / _____ Date	X _____ / _____ / _____ Date	
X _____ Customer Signature	X _____ Approved Fire Protection Signature	



APPROVED FIRE PROTECTION

TERMS & CONDITIONS: Customer, by acceptance of this quote or order, acknowledges that he has read the statements below, understands them and agrees to be bound by them. The Customer further understands that Approved Fire Protection [herein referred to as "the Company"] is not an insurer of lives and/or property and is relying upon the limitation(s) below in determining the cost of services provided to you.

LIMITATION OF LIABILITY: The Customer understands that, unless indicated otherwise, the service performed on the Customer's equipment by a Representative of the Company will indicate that the fire system was electrically and/or mechanically functioning during the period of time in which the Company's representative was performing said service. The Customer acknowledges that the Company does not guarantee, imply, or suggest that the Customer's fire system will detect (and if so equipped, extinguish) all fires regardless of origin. The Customer further acknowledges that the Company shall have no responsibility whatsoever to the Customer or to any other person for personal injury or death or damage to or loss of property or value, resulting from any causes beyond the Company's reasonable control, including but not limited to, if the fire system is outdated, has been tampered with, altered or has been improperly used, repaired or maintained, or if the hazard area protected by the fire system has been altered or changed. The Company's liability on any claim for loss arising out of or connected with the service of the fire system listed on the face hereof shall be limited to the cost of the inspection for the year in which the claim arose. In no event will the Company be liable for special, incidental, or consequential damages. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to you.

WAIVER OF SUBROGATION: Customer agrees to waive all rights of subrogation as allowed by governing insurance policies. Customer understands and agrees that Company does not assume risk or liability for loss due to fire or damages to the premises referred to herein, property or equipment, or personal injury due to either the operation or non-operation of the fire suppression equipment. Customer further understands that the Company is relying upon this waiver in determining the cost of services provided to you.

INDEMNIFY AND HOLD HARMLESS: The Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of any work provided by Company in association with or involving the installation, use, operation, repair, and maintenance and performance of the fire detection and/or suppression equipment referenced herein which is caused by or contributed to by any negligent act, error or omission, solely or jointly on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to any sole negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer, shall make a claim for any damage or injury (including death) as above described, the Customer agrees to indemnify and hold harmless the Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), the Company and/or its agents, servants or employees may sustain as a result of any such claim and the Customer agrees to assume the defense of the Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses incurred in connection therewith. This Agreement shall continue in effect notwithstanding the fact the Customer has accepted and paid for the work. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to the Customer. Unless mandated by state law.

TIME LIMITATION: All claims, actions or proceedings, legal or equitable against Company must be commenced in court within one year after the cause of action has accrued or the act omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time or said claim action or proceeding is barred time being of the essence of this paragraph. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to you.

SALES TAX: The Company is required to charge sales tax on items for which a sales tax exemption certificate has not been provided.

FREIGHT: All sales are FOB: shipping point unless otherwise noted. Title and risk of loss pass to Purchaser on delivery to the common carrier. If product was damaged in transit, recipient must file claim with carrier.

PAYMENT: Payment is due in accordance with terms specified on contract/invoice. All payments shall be made in U.S. funds. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Approved Fire Protection, Approved Fire Protection shall be entitled to collect a late charge of 1 ½% per month (18% per year) or the maximum rate allowed by law, whichever is less, on all amounts past due from the date due until the date paid. If Approved Fire Protection or its agents institute any action to enforce payment, the buyer agrees to pay all costs associated with the collection, including but not limited to court costs, attorney fees and interest.

RETURNED PAYMENTS: All returned payments including but not limited to check, credit card, EFT or other payment methods, will be subject to a minimum fee of \$35.00.

CREDIT BALANCE: Purchaser agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND THE COMPANY SHALL HAVE NO FURTHER LIABILITY.

RETURNS: The Company charges a minimum 25% restocking fee. The company does not accept returns without a return goods authorization (RGA#). Special order items are not returnable.

RECORDS: The Company has a document destruction policy in effect for all of its customers which will lead to the destruction of this Agreement and any and all related materials, documents, plans or correspondence, in paper or electronic form (collectively, the "Records"). Notwithstanding the foregoing, Customer may, within 72 months following the expiration or termination of this Agreement, provide written notice to the Company requesting the Company to send the Records to Customer at Customer's sole cost and expense. If Customer does not so request the Records from the Company within 72 months following the expiration or termination of this Agreement, the Company shall have no further obligation to produce or maintain the Records.