

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No 2014-142

Council Meeting Date: 03-31-2014

Date Adopted: 03-31-2014

TITLE: RESOLUTION APPROVING PURCHASE ORDER #48381 FOR
INGERSOLL-RAND COMPANY, IN AN AMOUNT NOT TO EXCEED
\$4,996.40

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

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 Number - 48381
- Capital - 15—263-930-3-40040
- Amount - \$4,996.40

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 31st day of March, 2014.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO			X	
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	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 31st day of March, 2014.

Wendi B. Barry, Borough Clerk



BOROUGH OF
NEW PROVIDENCE
SETTLED IN 1720

WASTEWATER TREATMENT PLANT
10 PARK PLACE
NEW PROVIDENCE NJ 07974

MEMORANDUM TO: Mayor and Council

Douglas Marvin, Borough Administrator

FROM: Anthony Carnevale Jr., Supervisor, Licensed Plant Operator

SUBJECT: Plant - Air Compressor Replacement

DATE: March 17, 2014

I am requesting that Mayor and Council pass a resolution for the purchase of a new Reciprocating Air Compressor for the Treatment Plant. The air compressor is located in the Administration Buildings on the 2nd floor. Manufactured by Ingersoll Rand and purchased in the 1970's this unit supplies air to the 2nd Stage wet well bubbler system and the two Summit Pumps pneumatic valves.

These units have served us well over the years but are now obsolete and some of the parts have become harder to get and very expensive. Currently compressor #1 needs to be totally rebuilt, the head is leaking and the bearings have failed. The estimated cost of parts for this repair is almost \$2000 dollars. It makes sense at this point to replace these old units and not pour any more money into repairs.

The current units sit on separate bases. Unit #2 consist of the compressor, motor and tank and unit #1 is the compressor and motor (photos 1, 2 & 3).

The new unit I am proposing is manufactured by Ingersoll Rand and is an all in one unit with 1 tank, 2 compressors and 2 motors (see photo #4). This new unit is an energy efficient model which will result in

energy cost savings for the borough.

I solicited 3 quotes (attached) and the lowest purchase price is Ingersoll Rand (NJ) Quote 1-1C2ZANR in the amount of \$4,996.40. Funds for this purchase are available in account #15-263-930-3-40040.

Our department will remove the two existing units and install the new unit; this will save the Borough a substantial amount of money. We will sub contract the electrical connection part of this job to a licensed electrician which we estimate will cost approximately \$1500 dollars.

If there are any questions or concerns regarding this matter please contact me to discuss.

Sincerely,

Anthony Carnevale Jr.



UNIT #1



UNIT #2



PHOTO OF EXISTING UNITS



PHOTO OF NEW PROPOSED ALL-IN-ONE AIR COMPRESSOR



Presented To:

- New Providence Borough & City Of Summit Wastewater Operations
10 Park Place
New Providence, NJ 07974

Prepared By:

- Michael Sprague
95 Newfield Ave
Edison, NJ 08837
Direct: (732) 225-2400
Fax: (732) 225-9212
Cell Phone: (732) 453-4308

Prepared On: 3/20/2014

This proposal is valid until 4/19/2014. After that date the quote and terms in the proposal may need to be revised.

Reciprocating Air Compressor 2-2475E5-V Type 30



Image for reference only

Technical Information:

Capacity: 17.1 cfm @ 125 psig per pump

Maximum Operating Pressure: 175 psig

Receiver Tank: 120 Gallon Horizontal

Weight: 1250 lbs.

Connection Size: 1/2" NPT

Dimensions (L x W x H): 82" x 33" x 48"

Additional Engineering Data available upon request

Product Description:

The Type-30 Value duplex reciprocating compressors utilize cast iron pump housings and one-piece connecting rods to provide ruggedness and durability. By combining this ruggedness with matched motors, starters, alternator and receiver tanks, the compressor is a perfect solution for somebody where budget is a constraint but compromise in performance is not acceptable.

When industrial grade performance is required, Ingersoll Rand Type-30 duplex compressors provide maximum operating pressure, increased airflow and extended duty. For over 75 years, the legendary Type-30 has provided demanding customers with a dependable air supply to meet a variety of applications. The Type-30 models are flexible enough to satisfy a small repair shop's needs or to support heavy-duty, industrial and automotive applications.

Key Features & Benefits:

- 100% Cast Iron Cylinders & Frame
- 360° Cylinder Cooling
- E-Series Alternator
- Available in 200/230/460/575 Voltage
- Auto Start/Stop Controls
- Oil Site Glass
- Manual Drain

Key Options Available:

- Start-Up Kit
- Install Kit



Visit the Ingersoll Rand website for further information <http://www.ingersollrandproducts.com>



Quote Summary

Quote #: 1-1C2ZANR

All amounts are displayed in USD

Product Description	Qty	Unit Price	Extended Price	Sub Total
Value Duplex Package, 2475 Bare, 120H Tank, 230/3/60 175 PSIG, Auto Start & Stop, 5HP Recip Compressor	1	\$4,167.20	\$4,167.20	
Start-up Kit	1	\$171.00	\$171.00	
Duplex 120 / 240 Gallon Package Installation Kit	1	\$408.20	\$408.20	

Total Quote Price: \$4,996.40

Delivery : 10-15 business days
Payment Terms : Voucher
FOB : Exworks
Freight Terms : Prepay & Add
Freight : \$250.00

***PO must include voltage and phase**

***Price does not include installation**

Pricing and availability is subject to change without notice.

Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order). For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to Faire Remise A, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.

Industrial Technologies Terms & Conditions of Sales for Compressed Air

1. General The Terms and Conditions of Sale outlined herein shall apply to the sale by Ingersoll-Rand Company (hereinafter referred to as Company) of products, equipment, and parts relating thereto (hereinafter referred to as Equipment). It shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein.

The Company will comply with applicable laws and regulations in effect on the date of the Company's proposal as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser. The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written.

2. Title and Risk of Loss Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefore, and Purchaser shall adequately insure the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

3. Assignment Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. Delivery and Delays Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence."

The Company shall not be liable for any loss or delay due to causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.

5. Taxes The price does not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this transaction or any services performed hereunder. Such taxes will be itemized separately to Purchaser. The Company will accept a valid exemption certificate from Purchaser. If exemption certificate is not recognized by the governmental taxing authority, Purchaser agrees to promptly reimburse the Company for any taxes which the Company is required to pay.

6. Patents The Company shall defend the Purchaser against any proceeding based upon a claim that the Equipment manufactured by the Company, and furnished under this contract, infringes any patent of the United States of America, providing the Company is promptly notified in writing and given authority, information and assistance for defense of same; and the Company may, at its option, procure for the Purchaser the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said Equipment and refund the purchase price. The Company does not accept any liability whatsoever in respect to patents claiming more than the Equipment furnished hereunder, or claiming methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.

7. Warranty The Company warrants that the Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of twelve months from the date of placing the Equipment in operation or eighteen months from the date of shipment, whichever shall first occur.

The Purchaser shall be obligated to promptly report any failure to conform to this warranty, in writing to the Company within said period, whereupon the Company shall, at its option, correct such nonconformity, by suitable repair to such Equipment or, furnish a replacement part provided the Purchaser has stored, installed, maintained, and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. Company reserves the right to take possession of or direct Purchaser to return any replaced parts, which shall become Company property. Accessories or equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. This warranty shall not apply to any component which Purchaser directs Company to use in or add to the Equipment, and which would not otherwise be used or added by the Company. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion, and normal wear and tear are specifically excluded. Performance warranties are limited to those specifically stated within the Company's proposal, and the Company's obligation for meeting such performance warranties shall be to correct in the manner and for the period of time provided above.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, with respect to or arising out of such Equipment. The Purchaser shall not operate Equipment which is considered to be defective, and any such use of Equipment will be at the Purchaser's sole risk and liability.

8. Limitation of Liability The remedies of the Purchaser set forth herein are exclusive, and the total liability of the Company with respect to this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based.

The Company and its suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special, or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the Equipment hereunder, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

9. Delivery Delay. In the event Purchaser delays or extends the delivery date for any of the Equipment sold hereunder, beyond the original scheduled delivery date, Purchaser agrees to pay Seller, as a storage fee, an amount equivalent to one and one half percent (1.5%) of the total purchase order value per calendar month or fraction thereof (calculated and charged on a per day basis) for the period during which delivery is extended or delayed beyond the original scheduled delivery date (the "Storage Fee"). Additionally, in the event that Company is performing installation services, if, at the time of delivery, the Purchaser's location is not ready or is unsafe for installation; Company reserves the right not to begin or to discontinue the work. In such event, Company may charge Purchaser an amount equivalent to the Storage Fee set forth above until such time that the location is ready and safe, as determined by Company, for installation services.

10. Order Cancellation. In the event of Purchaser's termination of a purchase order ("PO"), the Purchaser shall pay to Company a cancellation fee in an amount equivalent to Company's actual direct out of pocket costs incurred-plus a percentage of the PO value, as outlined below, to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date of the Purchase Order, to the originally schedule shipment date, as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. Nuclear Liability In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

12. Governing Law The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding any conflicts of law provisions. The United Nations convention on contracts for the international sale of goods shall not apply to this agreement.



Ingersoll-Rand Company Proposal for Equipment Sales

TERMS AND CONDITIONS OF SALE: This proposal and any resulting order shall be governed by Ingersoll-Rand Company Terms and Conditions of Sale, Form LD-102 (LD-109 for Canada and LD-110 for all other International), attached hereto and incorporated by reference. Unless previously agreed to in writing, any different Terms & Conditions appearing on the PO, including preprinted terms, shall not be accepted and may cause delays in acceptance of the Purchase Order.

TERMS OF PAYMENT: For Orders \$99,999 and below: Net 30 days from date of shipment.

For Orders \$100,000 and Over:

- 30% of order value invoiced on Ingersoll Rand acceptance of Purchase Order
- 30% of order value invoiced 8 weeks from Ingersoll Rand Acceptance of Purchase Order
- 40% of order value invoiced on Shipment of Equipment

All invoices are due Net 30. All payments are to be made in U.S. Dollars. Above percentages apply to the entire PO value. Pro rata payments on the last milestone to apply as shipments are made. Progress Payments on any special installations will be included in our proposal. Please include specific Progress Payments on your Purchase Order. Missing or different Payment Terms on the Purchase Order may cause delays in acceptance of the Purchase Order.

SHIPMENT: Shipments will be made in (see proposal) weeks after acceptance of the PO by Ingersoll Rand and receipt of complete information necessary for manufacturing. All Shipments are FOB Shipping Point. Freight will be charged at the rate quoted if shown on a separate line on the Purchase Order. Otherwise, freight will be added to the PO value on each shipment invoice. Any different shipment or freight terms on the Purchase Order may cause delays in acceptance of the Purchase Order.

DRAWINGS: Drawings will be submitted in (see proposal) weeks after acceptance of the PO by Ingersoll Rand and receipt of complete information necessary for manufacture.

PRICE POLICY: Prices are firm for shipments scheduled not more than 360 days from date of order. If shipment is scheduled beyond 360 days from the date of order, escalation is required. (For current escalation policies refer to your local Ingersoll Rand representative).

All Proposals are valid for a period not to exceed 60 days from the date of Proposal. The Company reserves the right to amend such Proposals at any time. All orders are considered taxable unless a valid tax exemption certificate is supplied at the time of order.

SCOPE CHANGES: Price and lead time are based on the accompanying quote. Changes to this scope either at time of order or any time before delivery may result in changes to price and / or lead time.

CANCELLATION & ORDER HOLDS: as specified in Form LD-102 and LD-109.

Please reference the quotation number and revision level provided by Ingersoll Rand on your PO

Form 3814 03.18.2010



Customer Quotation

Ship To: NEW PROVIDENCE BOROUGH OF 360 ELKWOOD AVE NEW PROVIDENCE, NJ 07974-1838 US Shipper Account:	Information Grainger Quote Number 1202311901 Print Date 02/21/2014 Customer Account 812715092 Department Number Contact Name ANTHONY CARNEVALE Contact Phone 9086651076 Contact Fax 9086652048 Contact Email acamevale@newprov.org Requested by JILL NUNES Requestor Phone No. Requestor Fax Requestor Email JILL.NUNES@GRAINGER.COM
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eQuote Information:

Comments: FOR PRODUCT RETURNS, ALL ORDERS MUST BE RETURNED WITHIN 30 DAYS TO RECEIVE FULL CREDIT.

IMPORTANT FROM VENDOR
 I notice you are only asking for 1 startup kit. This is a Duplex compressor model which will require 2 startup kits.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Ext. Price
10	PKG 2-2475E5-V 460 3 60 CSA UPC ATO Mfr Brand Name INGERSOLL RAND Customer Part No.: Carrier: 30065 - UNITED PARCEL SERV FRT Cost expiration date: 03/31/2014 Taxable: NO Notes: 2-2475E5-V ,<(>,<)>46818639,<(>,<)>460-3-60 ,<(>,<)> 5HP	46818639	7	1	EA	5,197.41	5,197.41
20	START UP KIT Mfr Brand Name INGERSOLL RAND Customer Part No.: Carrier: 30065 - UNITED PARCEL SERV FRT Cost expiration date: 03/31/2014 Taxable: NO Notes: start up kit for above unit	32305880	7	1	EA	133.92	133.92

Thank You!
 Call or visit us at
 55 JACKSON DRIVE
 CRANFORD, NJ 07016
 Ph : (908) 272-7156
 Fax: (908) 272-2074



Customer Quotation

Information

Grainger Quote Number 1202311901
Print Date 02/21/2014
Customer Account 812715092
Page 2 / 2

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Ext. Price
Total Sell Price							5,331.33
<p>This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. Return Policy: Please contact Grainger before returning any product. All returns are subject to the manufacturer's return policy. Special Order items may not be returnable. Restocking fees may apply.</p>							

Thank You!
Call or visit us at
55 JACKSON DRIVE
CRANFORD, NJ 07016
Ph : (908) 272-7156
Fax: (908) 272-2074

Price Quotation
CONFIDENTIAL

N.P. BOROUGH WASTE WATER TREATMENT
10 Park Place
New Providence, NJ 07974
ATTN: Anthony Carneval

Phone: 732-501-2789
Fax: 908-665-2048
Contract No: A79873

Account #: HLNJ1299
Quote #: 39845
Job #:

Due Date: 03/28/2014
Expiration Date: 04/20/2014
PO #:

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/C</u>	<u>Extended Price</u>
<Cust part desc> Ingersoll Rand T-30		Ingersoll Rand T-30	1	\$513,420.0000	\$5,134.20
<Cust part desc> IR T-30 Start-up kit		IR T-30 Start-up kit	1	\$14,428.0000	\$144.28
<Cust part desc> IR T-30 Install Kit		IR T-30 Install Kit	1	\$19,264.0000	\$192.64
				USD Total:	\$5,471.12

Thank you,

FASTENAL
697 Rahway Ave
UNION, NJ 07083
Phone: (908)688-4950
Fax: (908)688-4830
E-mail: NJHIL@stores.fastenal.com



*Shipping & Handling charges are subject to change.

BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

48381

360 ELKWOOD AVE

WWTP-888

INGERR

NEW PROVIDENCE, NJ 07974-1838

www.newprov.org

SIGN & RETURN TO ADDRESS ABOVE

DATE	3/21/2014
PAGE NO.	1
CHECK NO.	
TAX EXEMPT NO. 22-6002132	

VENDOR	SHIP TO
INGERSOLL-RAND COMPANY NORTHLAND EQUIPMENT DIV. 95 NEWFIELD AVE EDISON, NJ 08837	WWTP 10 PARK PLACE NEW PROVIDENCE, NJ 07974

SPECIAL INSTRUCTIONS

BRC: 0102652

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	2475 Bare, 120 Gallon horizontal tank, 460/3/60 175 PSIG. 5hp air compressor for lower plant 15--263-930-3-40040	1	4,996.40	4,996.40
TOTAL			4,996.40	

PURCHASING AGENT		CERTIFICATION OF AVAILABLE FUNDS	
		 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.	
X 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)