

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-412

Council Meeting Date: 11-16-2015

Date Adopted: 11-16-2015

TITLE: RESOLUTION AWARDING CONTRACT TO GRAYBAR, FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$346,417.00, U.S COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT NO MA-IS-1340234

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

WHEREAS, it is necessary to the public health and safety to undertake upgrades to the electrical system at the wastewater treatment plant; and

WHEREAS the Borough Engineer has reviewed and evaluated the use of the U.S. Communities Government Purchasing Alliance regarding the charges, materials and delivery of services for the wastewater treatment plant electrical upgrade project; and

WHEREAS, the Borough Engineer has recommended the proposal, dated April 22, 2015, from Graybar, U.S. Communities Government Purchasing Alliance contract no. MA-IS-1340234, be accepted and the contract awarded to same, subject to a review of proposal documents by the Borough Attorney.

WHEREAS, Funding for the project is available in the following capital accounts:

15-271-930-3-40040	\$100,000.00
15-273-930-3-C6000	\$246,417.00
TOTAL	\$346,417.00

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that the contract for the electrical upgrades to the waste water treatment plant be awarded to Graybar, 800 Huyler Street, Teterboro, N.J. 07608-1157, in the amount of \$346,417,00,

and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

NOW THEREFORE BE IT FURTHER RESOLVED, that this resolution and approval replaces Resolution 2015-190, adopted April 27, 2015.

APPROVED, this 16th day of November, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 16th day of November, 2015.

Wendi B. Barry, Borough Clerk

B O R O U G H O F
NEW PROVIDENCE
SETTLED IN 1720

Allen Morgan, Mayor

Andrew R. Hipolit, Borough Engineer

Margaret Koontz, Administrative Assistant

MEMORANDUM

To: Doug Marvin, Borough Administrator

From: Andrew Hipolit, P.E., Borough Engineer *PA N FOR*

CC: Wendi Barry, Borough Clerk
Anthony Carnevale Jr., Wastewater Operations Manager
Keith Lynch, Director of Planning and Development

Dated: April 22, 2015

**RE: Contract Award Recommendation
Wastewater Treatment Plant**

At the New Providence Mayor and Council meeting held on Monday, March 23, 2015, the Council voted to approve entering into a National Cooperative Pricing Agreement with the U.S. Communities Government Purchasing Alliance. The purpose of entering into the agreement was to achieve cost savings for the upgrade of the electrical systems at the wastewater treatment plant. The scope of the project is as outlined in the memo to Mayor and Council titled "Waste Treatment Plant Progress Report and Justification to Join Co-op", dated March 17, 2015.

Based on a review of the quote provided by Graybar through the Co-op, it is our recommendation that the Borough award this contract to Graybar, in the amount of \$346,417.00. Award would be subject to review of statutorily required documents by the Borough Attorney, publication of the attached notification and the availability of funds. A copy of the quote through the Co-op is enclosed.

Please contact me if you have any questions regarding the referenced project.

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800 HUYLER STREET
 TETERBORO NJ 07608-1157
 Phone: 201-596-2662
 Fax: 201-596-2653

To: BOROUGH OF NEW PROVIDENCE
 360 ELKWOOD AVENUE
 NEW PROVIDENCE NJ 07974-1838
 Attn: Brett Peskin
 Phone: 908-665-1077
 Fax:
 Email: ward.booth@graybar.com

Date: 04/22/2015
 Proj Name: NEW PROVIDENCE WWTP
 GB Quote #: 222239813
 Valid From: 03/17/2015
 Valid To: 05/22/2015
 Contact: WARD BOOTH
 Email: ward.booth@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes: Quote #MMM01302015A** Schneider Electric USA, Inc. - Services:							
DETAILED BREAKDOWN OF SCOPE OF WORK ATTACHED							
100	1 EA	SQUARE D CO.	TEMPORARY GENERATOR AND POWER	MATERIAL	\$57,254.00	1	\$57,254.00
Est Ship date: 07/03/2015							
200	2 EA	SQUARE D CO.	(2) SED DIRECT REPLACEMENTS	LABOR	\$24,283.00	2	\$24,283.00
Est Ship date: 07/03/2015							
300	2 EA	SQUARE D CO.	(2) SED DIRECT REPLACEMENTS	MATERIAL	\$47,547.00	2	\$47,547.00
Est Ship date: 07/31/2015							
400	1 EA	SQUARE D CO.	I-LINE RETROFILLS AND BREAKERS	LABOR	\$19,930.00	1	\$19,930.00
Est Ship date: 07/03/2015							
500	1 EA	SQUARE D CO.	I-LINE RETROFILLS AND BREAKERS	MATERIAL	\$44,788.00	1	\$44,788.00
Est Ship date: 07/31/2015							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BOROUGH OF NEW PROVIDENCE
 360 ELKWOOD AVENUE
 NEW PROVIDENCE NJ 07974-1838
 Attn: Brett Peskin

Date: 04/22/2015
 Proj Name: NEW PROVIDENCE WWTP
 GB Quote #: 222239813

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600	2 EA	SQUARE D CO.	(2) PM-870 RETROFILLS	LABOR	\$3,689.00	2	\$3,689.00
Est Ship date: 07/03/2015							
700	2 EA	SQUARE D CO.	(2) PM-870 RETROFILLS	MATERIAL	\$12,436.00	2	\$12,436.00
Est Ship date: 07/31/2015							
800	1 EA	SQUARE D CO.	ATO UPGRADE + CONTROL PWR TRANSFER SCHEM	LABOR	\$23,024.00	1	\$23,024.00
Est Ship date: 07/03/2015							
900	1 EA	SQUARE D CO.	ATO UPGRADE + CONTROL PWR TRANSFER SCHEM	MATERIAL	\$70,635.00	1	\$70,635.00
Est Ship date: 07/31/2015							
1000	1 EA	SQUARE D CO.	OPTIONAL HMI TOUCHSCREEN FOR ATO	MATERIAL	\$16,253.00	1	\$16,253.00
Est Ship date: 07/03/2015							
1100	1 EA	SQUARE D CO.	ENGINEERING SITE VISIT	LABOR	\$10,342.00	1	\$10,342.00
Est Ship date: 07/03/2015							
1200	1 EA	SQUARE D CO.	POWER SYSTEMS STUDY (REFERENCE ES#159338	LABOR	\$16,236.00	1	\$16,236.00
Est Ship date: 07/03/2015							

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Proposal

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Total in USD (Tax not included): **\$346,417.00**

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. 8878d-1, et seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement – Electrical Products

The Borough of New Providence intends to participate in the County of Los Angeles, California contract for Electrical Products, Number: MA-IS-1340234, to purchase Electrical Products through the U.S. Communities Government Purchasing Alliance ("U.S. Communities").

Information regarding the contract may be found on the U.S. Communities website at: www.uscommunities.org.

The Borough of New Providence has joined the U.S. Communities through an Agreement. The current County of Los Angeles, California term for contract MA-IS-1340234 is 04/01/2013 to 03/31/2016.

It is the intent of the Borough to make a contract award to Graybar pursuant to the proposal submitted in response to the County of Los Angeles, California RFP.

The Borough of New Providence is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3). Comment period ends 5/7/2015.

By order of Douglas Marvin, Borough Administrator

Allen Morgan, Mayor
Wendi B. Barry, Borough Clerk