

RESOLUTION 2017-034

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
WITH AN ESTIMATED COST BETWEEN \$6,000.00 AND \$40,000.00
WITHOUT PUBLIC ADVERTISING FOR BIDS

WHEREAS, the "Local Public Contracts Law" provides that except for contracts which require the performance of professional services, all contracts or agreements which do not require public advertising for bids and the estimated cost or price is between \$6,000.00 and \$40,000.00, two (2) or more competitive quotations as to cost or price, whenever practicable, shall be solicited by the contracting agent, and the contract or agreement shall be made with and awarded to the lowest responsible bidder; and

WHEREAS, The Bordentown Sewerage Authority has solicited from the following bidders the respective quotations as to the price:

<u>BIDDER</u>	<u>PRICE</u>
GenServe, Inc.	\$12,125.00
Atlantic Switch & Generator	\$9,680.00
Bauer Gen Systems	\$8,010.08

for the following goods or services:

Emergency Generator Preventative Maintenance

WHEREAS, a Certificate of Availability of Funds has been provided by the designated certifying finance officer and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, this 20th day of March, 2017, that a contract, be and the same is hereby awarded to:

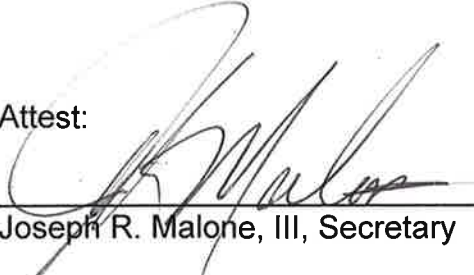
Bauer Gen Systems

in the amount of \$8,010.08 for the goods or services described above.

THE BORDENTOWN SEWERAGE AUTHORITY

By: M. Ellen Gulbinsky
M. Ellen Gulbinsky, Chair

Attest:



Joseph R. Malone, III, Secretary

I have reviewed this Resolution and the Certificate of Availability of Funds and am satisfied that an appropriate Certificate of Availability has been provided.

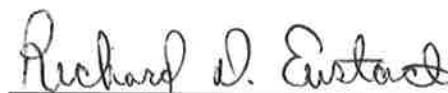


Thomas J. Coleman, III, Esquire
General Counsel

Special situations (check all that apply):

- A.) The Authority is operating under a temporary budget and:
- 1. the full cost of the contract is certified against the temporary budget; or
 - 2. only the pro rata amount of the contract is charged against the temporary budget and the contract contains a clause making its continuation past the date subject to a further appropriation of sufficient funds.
- B.) This contract is an open-ended contract for goods at a unit price up to a maximum amount and:
- 1. the full maximum amount permitted by the contract is being certified; or
 - 2. the amount of the purchase shall be certified at the time that such goods are ordered by attaching the certificate of availability to the file copy of the purchase order.
- C.) This 12-month contract does not coincide with the fiscal year and:
- 1. the full cost of the contract is hereby certified against the budget of the year in which the contract is awarded; or
 - 2. the amounts for which liability is to be incurred is hereby certified against the two respective budgets at this time.
- D.) This is a multi-year contract and:
- 1. this contract is for construction and related services and the full amount of the contract is hereby certified to the current budget; or
 - 2. this is not a construction contract, and the availability of funds will be certified to the respective budgets at the time that the goods or services are ordered.

3/20/17
Date



Richard D. Eustace
Certifying Finance Officer

THE BORDENTOWN SEWERAGE AUTHORITY QUOTATION RECORD FORM

PROJECT: Pump Station and Treatment Plant Emergency Generators

ITEM OR SERVICE: Annual Preventive Maintenance and Repair

If not awarded to lowest price, explanation: _____

1. Vendor: Genserve Inc. Price: \$12,125.00

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

2. Vendor: Atlantic Switch & Generator Price: \$9,680.00

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

3. Vendor: Bauer Gen Systems Price: \$8,010.08

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

4. Vendor: _____ Price: _____

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

AWARDED TO: Bauer Gen Systems PRICE: \$8,010.08

TERMS: _____ SPECIAL COMMENTS: _____

PURCHASE ORDER # _____

SOLICITATION PERFORMED BY: Thomas Redwood

Thomas Redwood DATE: March 16, 2017

(SIGNATURE)

BAUER gen systems

GENERATING CONFIDENCE

9 INDUSTRY COURT • EWING, NJ 08638

OFFICE: (609) 587-1195 • FAX: (609) 587-4311

WWW.BAUERGENSYSTEMS.COM

From: HEATHER M PALUMBO
Phone: (609) 587- 1195
Fax: (609) 587- 4311
Company Name: BAUER GEN SYSTEMS, LLC

To: TOM REDWOOD
Phone:
Fax: 609-291-9079
Company Name: BORDENTOWN MUA

Comments: PLEASE SEE ENCLOSED BID FOR ANNUAL SERVICES ON THE EMERGENCY GENERATORS IN BORDENTOWN.THANK YOU FOR THE OPPORTUNITY TO QUOTE!

Please confirm you have recieved. Thank You!

Urgent For Review Please Comment Please Reply Please Recycle

02/10/2017 09:40 #410 1:0027007

BORDENTOWN SEWERAGE AUTHORITY EMERGENCY GENERATOR SERVICE SPECIFICATION SHEET

A. The following listed items are the service checks, which will be performed on an annual basis as listed below:

1. Annual Service (1 per year):

The following listed items will be serviced or replaced as indicated. Any additional parts will be charged accordingly, upon approval by the Bordentown Sewerage Authority:

- Test/check coolant protection level
- Inspect all hoses and belts - tighten belts/hose clamps
- Inspect and replace spark plugs as necessary (if so equipped)
- Replace fuel filters
- Drain and replace engine oil
- Sample and analyze oil for metals, insolubles, viscosity and water/coolant contamination
- Replace oil filter
- Inspect air delivery system
- Inspect and replace air filters or elements as necessary
- Replace oil on oil bath air delivery systems
- Inspect exhaust system
- Inspect block heater
- Inspect ignition system and adjust as necessary
- Inspect charging system and adjust as necessary
- Inspect fuel system and adjust as necessary
- Inspect and test all safety shutdown systems and indicators
- Inspect transfer switch, test and adjust as necessary
- Test generator for voltage output, frequency regulation, load balance, and properly functioning instruments
- Test run system, check for leaks, live load if possible
- Adjust engine intake and exhaust valves (if needed)
- Submit a separate written report on each unit
- Inspect air intake/exhaust louvers for proper operation

2. Annual Preventive Maintenance Check (1 per year):

- Check all fluid levels
- Examine all external piping and wiring
- Inspect general overall condition of generator and surrounding area
- Clean generator
- Test run generator, check and report voltage, frequency, load balance, proper function of instruments and check for leaks

- Make inspection as outlined in Annual service above
- Test transfer switch
- Submit a separate written report on each unit

B. Repair Work – Any repair work that must be done will be noted on the preventive maintenance checklist completed for each unit, and a price quote shall be submitted to the Bordentown Sewerage Authority. The contractor shall first provide an estimated total of hours needed for any and all repairs and an estimate for the cost of parts needed to complete the repair. The contractor will not begin repairs until receiving authorization from the Bordentown Sewerage Authority.

C. Repair Parts – Parts will be purchased only when they are used in the performance of a repair job. The Bordentown Sewerage Authority will allow for cost plus 10% over invoice for any repair parts. The contractor must supply copy of the original invoice for the part being replaced. Any parts being replaced shall be returned to the Bordentown Sewerage Authority.

D. Labor Hourly Rate – An hourly rate comprised of all direct and indirect costs such as supplies, materials, miscellaneous shop equipment, portal to portal expenses, clerical support and safety equipment.

E. Fire Marshal's Test – To establish the time interval between loss of power and re-powering plant by generator power.

EMERGENCY GENERATOR EQUIPMENT RECORD

	LOCATION	GENERATOR MAKE & SIZE	ANNUAL SERVICE (x1)	ANNUAL PREVENTIVE MAINTENANCE (x1)	2 HOUR LOAD BANK TEST
1	Blacks Creek Plant	Caterpillar - 3512 1250 KW	\$ 500.00	\$ 130.00	\$
2	Burlington Street PS	Onan - 60DGBBC 60 KW	\$ 291.88	\$ 130.00	\$
3	Park Street #1 PS	Onan - 65GGHB 65 KW (Natural Gas)	\$ 291.88	\$ 130.00	\$
4	Wellington Woods PS	Onan - 40ODBC 40 KW	\$ 291.88	\$ 130.00	\$
5	Bywater PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 291.88	\$ 130.00	\$
6	Sylvan Glen PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 291.88	\$ 130.00	\$
7	Mill Hollow PS	Caterpillar - 3306B 175 KW	\$ 300.00	\$ 130.00	\$
8	Rising Sun PS	Onan - 40DGBBC 40 KW	\$ 291.88	\$ 130.00	\$
9	Laurel Run PS	Onan - DGCB-5702357 60 KW	\$ 291.88	\$ 130.00	\$
10	Clifton Mill PS	Onan - 36QSGBA 36 KW	\$ 291.88	\$ 130.00	\$ 100.00
11	Bossert PS	Onan - 40DGAE 40 KW	\$ 291.88	\$ 130.00	\$
12	Thorntown PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 291.88	\$ 130.00	\$
13	Armcon PS	Onan - 60QSGCB 60 KW	\$ 291.88	\$ 130.00	\$ 100.00
14	Hogback PS	Onan - DGBB-5550460 35 KW	\$ 291.88	\$ 130.00	\$
15	Crystal Lake PS	Onan - DGDA-5570376 80 KW	\$ 291.88	\$ 130.00	\$
16	Waterfront PS	Onan DSGAC 150 KW	\$ 291.88	\$ 130.00	\$
17	Laurel Run PS	Portable Onan QuietSite QSGBA 36 KW	\$ 191.88	\$ 130.00	\$ 100.00
18	Laurel Run PS	Portable T&M Manufacturing Pow'R Gard T550 40 KW	\$ 191.88	\$ 130.00	\$ 100.00
TOTAL \$			5270.98	2340.00	400.00
GRAND TOTAL \$			8,010.08		

	LOCATION	PART DESCRIPTION	PRODUCT NAME	PART NUMBER	UNIT PRICE
1	Blacks Creek Plant	Air Filter	Donaldson	7W5313	\$ 57.50
2	Burlington Street PS	Air Filter	Fleetguard	140-3051	\$ 169.22
		Air Filter	Hastings	AF2285	\$ 87.71
3	Park Street #1 PS	Spark Plugs	Champion Spark Plugs	RCY	\$ 2.42
		PCV Valve	FORD PCV VALVE	PN D10NOV	\$ 8.00
4	Wellington Woods PS	Air Filter	Fleetguard	140-2842	\$ 33.47
		Air Filter	Elect Guard	140-3051	\$ 169.22
5	Bywater PS	Spark Plugs	Champion S.P.	RCY	\$ 2.42
		PCV Valve	FORD PCV VALVE	PN D10NOV	\$ 8.00
		Air Filter	Elect Guard	140-3272	\$ 44.21
6	Sylvan Glen PS	Spark Plugs	Champion S.P.	RCY	\$ 2.42
		PCV Valve	FORD PCV VALVE	PN D10NOV	\$ 8.00
7	Mile Hollow PS	Air Filter	WIX	AF4010	\$ 41.33
8	Rising Sun PS	Air Filter	Fleetguard	AF402Z	\$ 26.36
		Air Filter	Fleetguard	AF402Z	\$ 26.36
9	Laurel Run PS	Air Filter	Fleetguard	AF402Z	\$ 26.36
10	Clifton Mill PS	Air Filter	Fleetguard	AF4010	\$ 41.33
.11	Bossert PS	Air Filter	NAPA	500388	\$ 45.54

From:

12	Thorntown PS	Air Filter	Fleetguard	AF 4010	\$ 41.50
		Spark Plugs	Champion.	RCY	\$ 2.42
		PCV Valve	FORD PCV VALVE	PN 01D NOV	\$ 8.00
13	Armcon PS	Air Filter	Fleetguard	AF 4022	\$ 26.36
14	Hogback PS	Air Filter	Fleetguard	AF 4010	\$ 41.33
15	Crystal Lake PS	Air Filter	Fleet Guard	140-3112	\$ 313.70
16	Waterfront PS		Fleetguard	AF 4010	\$ 41.33
17	Laurel Run PS		Fleetguard	AF 4022	\$ 26.36
18	Laurel Run PS		Fleetguard	140-2842	\$ 36.82

Labor Hourly Rate	
Monday - Friday	\$ 110.00
7:30 AM - 4:00 PM	
Labor Hourly Rate	
Monday - Friday	\$ 165.00
4:00 PM - 7:30 AM	
Labor Hourly Rate	
Weekends	\$ 220.00
Labor Hourly Rate	
Holidays	\$ 220.00

Fire Marshal's Test	\$ 275.00
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Coolant and Coolant Filter Replacement – Any coolant and filter replacement will be done on an as needed basis. Coolant protection level and replacement recommendation should be noted on the service report. Replacement should not be performed until approval is given by the Bordentown Sewerage Authority. Cost shall include replacement and disposal of coolant, coolant filter if applicable, labor, shop supplies, and portal to portal charges.

	LOCATION	GENERATOR MAKE & SIZE	COOLANT & COOLANT FILTER REPLACEMENT
1	Blacks Creek Plant	Caterpillar – 3512 1250 KW	\$ 1687.40
2	Burlington Street PS	Onan - 60DGBC 60 KW	\$ 279.34
3	Park Street #1 PS	Onan - 65GGHB 65 KW (Natural Gas)	\$ 297.39
4	Wellington Woods PS	Onan - 40ODBC 40 KW	\$ 279.34
5	Bywater PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 279.34
6	Sylvan Glen PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 279.34
7	Mile Hollow PS	Caterpillar - 3306B 175 KW	\$ 513.35
8	Rising Sun PS	Onan - 40DGBC 40 KW	\$ 269.45
9	Laurel Run PS	Onan - DGCB-5702357 60 KW	\$ 269.45
10	Clifton Mill PS	Onan - 36QSGBA 36 KW	\$ 279.34
11	Bossert PS	Onan - 40DGAE 40 KW	\$ 279.34
12	Thorntown PS	Onan - GGFD-4957665 35 KW (Natural Gas)	\$ 279.34
13	Armcon PS	Onan - 60QSGCB 60 KW	\$ 299.12
14	Hogback PS	Onan - DGBB-5550460 35 KW	\$ 279.34
15	Crystal Lake PS	Onan - DGDA-5570376 80 KW	\$ 269.45
16	Waterfront PS	Onan – DSGAC 150 KW	\$ 369.78
17	Laurel Run PS	Onan-QuietSite QSGBA 36 KW	\$ 261.07
18	Laurel Run PS	Portable-T & J Manufacturing PowRGard TS50-40 KW	\$ 259.67
			TOTAL \$ 6,730.85

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAO, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**