

RESOLUTION 2023-51

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
WITH AN ESTIMATED COST BETWEEN \$6,600.00 AND \$44,000.00
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 \$6,600.00 and \$44,000.00, 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 price:

<u>BIDDER</u>	<u>PRICE</u>
Sunair Company	\$15,820.00
Geiger Pump & Equipment Co.	No Quote
PSI, Inc.	\$21,574.00

for the following goods or services:

Quantity 2, utility water pumps for Building B-3 – Allis Chalmers Series 2000 Frame Mounted Pump, 4x3x6 1/2, 460gpm@188 ft Head, 6.9 inch diameter impeller. Bare pump only, no motor, base coupling, or guard.

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 17th day of April, 2023, that contracts, be and the same are hereby awarded to:

Sunair Company

in the amount of \$15,820.00 for the goods or services described above.

THE BORDENTOWN SEWERAGE AUTHORITY

Attest:




Aneka Miller, Secretary

By: 

M. Ellen Gulbinsky, Chairwoman

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



Anthony T. Drollas, Jr., Esquire
General Counsel

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Elizabeth J. Kwelty, Administrative Manager and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT:	Quantity 2, utility water pumps for Building B-3 – Allis Chalmers Series 2000 Frame Mounted Pump, 4x3x6 ½, 460gpm@188 ft Head, 6.9 inch diameter impeller. Bare pump only, no motor, base coupling, or guard.
CONTRACTOR:	Sunair Company
CONTRACT AMOUNT:	\$15,820.00
BUDGETARY LINE ITEM:	02-004-7610

I certify that the same funds have not been certified as available for more than one pending contract.

04/17/2023

Date



Elizabeth J. Kwelty
Certifying Finance Officer

**THE BORDENTOWN SEWERAGE AUTHORITY
QUOTATION RECORD FORM**

PROJECT: Utility Water Pump, Quantity - 2

ITEM OR SERVICE: Allis Chalmers Series 2000 Frame Mounted Pump, 4x3x6 1/2, 460gpm @188 ft. Head, 6.9 inch diameter impeller. Bare pump only, no motor, base coupling or guard

If not awarded to lowest price, explanation: _____

1. Vendor: Sunair Company Price: \$ 15,820.00

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

2. Vendor: PSI, Inc. Price: \$ 21,574.00

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

3. Vendor: Geiger Pump & Equipment Company Price: _____

Special Terms: Geiger was contacted and replied on 4/4/2023, indicated a quote would be forthcoming, as of 4/14/2023 it has not been received.

Solicited By: Email Fax Phone In Person Internet

4. Vendor: _____ Price: _____

Special Terms: _____

Solicited By: Email Fax Phone In Person Internet

AWARDED TO: Sunair Company PRICE: \$15,820.00

TERMS: _____ SPECIAL COMMENTS: _____

PURCHASE ORDER # _____

SOLICITATION PERFORMED BY: Thomas Redwood

Thomas M Redwood

Digitally signed by Thomas M Redwood
Date: 2023.04.14 10:12:27 -0400

DATE: 04/14/2023

(SIGNATURE)



Sunair Co.
 2475 Wyandotte Road
 Willow Grove, PA 19090
 (215) 657-9800 Phone
 (215) 657-9881 Fax
 www.sunair.com

PROPOSAL

JOB NO 00183880

RECEIVED DATE 4/6/2023

CUSTOMER PO:
 REQ/PO RELEASE:
 MISC NUMBER

QUOTED BY: CARL GOYNE
 TELEPHONE: (215) 657-9800 x 3005
 EMAIL: cgoyne@sunair.com

Email orders to sales@sunair.com

B BORDENTOWN
 I BORDENTOWN SEWERAGE AUTHORITY
 L ACCOUNTS PAYABLE
 L P.O. BOX 396
 BORDENTOWN, NJ 08505
 T
 O

S BORDENTOWN
 H BORDENTOWN SEWERAGE AUTHORITY
 I 954 FARNSWORTH AVENUE
 P BORDENTOWN, NJ 08505
 T
 O

NAMEPLATE DATA

No nameplate data

CONTACT INFORMATION

No special instructions

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
AC MODEL 2000		1	EA	7,910.00	7,910.00
	PUMP ASSEMBLY				
	ITTAC 2000 SERIES				
	SIZE 4x3x6.5				
	CAST IRON, BRONZE FITTED CONSTRUCTION				
	6.9" IMPELLER DIAMETER				
	STANDARD MECHANICAL SEAL				
	BRONZE IMPELLER				
	STAINLESS STEEL SHAFT SLEEVE.				
	BARE PUMP ONLY - NO MOTOR, BASE, COUPLING OR GUARD				
M-PART		1	EA	2,315.00	2,315.00
	ADDER FOR CAST IRON IMPELER				

CUSTOMER INSTRUCTIONS

No customer instructions



Sunair Co.
2475 Wyandotte Road
Willow Grove, PA 19090
(215) 657-9800 Phone
(215) 657-9881 Fax
www.sunair.com

PROPOSAL

JOB NO 00183880

RECEIVED DATE 4/6/2023

CUSTOMER PO:
REQ/PO RELEASE:
MISC NUMBER

QUOTED BY: CARL GOYNE
TELEPHONE: (215) 657-9800 x 3005
EMAIL: cgoyne@sunair.com

Email orders to sales@sunair.com

B BORDENTOWN
I BORDENTOWN SEWERAGE AUTHORITY
L ACCOUNTS PAYABLE
L P.O. BOX 396
L BORDENTOWN, NJ 08505
T
O

S BORDENTOWN
H BORDENTOWN SEWERAGE AUTHORITY
I 954 FARNSWORTH AVENUE
P BORDENTOWN, NJ 08505
T
O

Repair Estimate

Valid for 30 calendar days from the above date

F.O.B.: Shipping Point

Freight: Prepay and Add unless stated otherwise within the proposal

Standard terms of payment are 1% 10--Net 30

Sunair Co. accepts Visa, Mastercard, and American Express. Credit card fees may apply.

Sunair Co. standard Terms and Conditions apply

Approved by: _____

Date: _____

From: Carl Goyne <cgoyne@sunair.com>
Sent: Monday, April 10, 2023 3:09 PM
To: Tom Redwood <redwood@bordentownsa.org>
Cc: Greg Naude <GNaude@sunair.com>
Subject: Your inquiry

Hi Thomas,
Thank you for your inquiry.
Apologies for the delay.

Your pump is all-iron construction with stainless sleeve.
Pump is not available from the factory anymore in that combination of materials.

We could build the pump in our facility with an iron impeller but it is expensive.
See attached for both options.

Delivery on these pumps is typically quoted at 5-7 weeks, but they are actually taking 8-10 currently.

Please let us know if additional information is needed.

Carl Goyne | Sr. Application Engineer | Sunair Co.
O: (215) 657-9800 x3005 | C: (267) 280-3345 | F: (215) 657-9881
Email: cgoyne@sunair.com
2475 Wyandotte Rd, Willow Grove, PA 19090



Prefer fewer emails from me? Click [here](#)



Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com

TO: Tom Redwood	FROM: Arlene Armenti
Company: Bordentown Sewage Authority	Date: 04/12/2023
Fax #: arlene.armenti@psiprocess.com	
RE: QUOTE 036581	

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PSI

PROCESS

Employee Owned

Pumping Services, Inc.

201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540

www.psiprocess.com

Electrical Contractor Bus. Permit #34EB01825300

Quotation

Quote #	036581
Quote Date	04/12/23
Date Printed	04/12/23
Page	1 of 1

BILL TO

001442
Bordentown Sewage Authority
P.O. Box 396
954 Farnsworth Avenue
Bordentown, NJ 08505

SHIP TO

Bordentown Sewage Authority
P.O. Box 396
954 Farnsworth Avenue
Bordentown, NJ 08505

CONTACT Tom Redwood	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS
WRITTEN BY Arlene Armenti	FREIGHT TERMS Prepay and Add	SHIP VIA Best Way	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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REPLACEMENT PUMP FOR ALLIS CHALMERS MODEL 2000 SIZE
4X3X6-1/2, MFG CODE A1-A1-A1 GPM 460@ 188 FT HEAD, IMPELLER
DIAMETER 6/9" SERIAL# 891-64173-03-1

2000-4X3X6-1/2 AC PUMP 6.9" IMPELLER	1	10787.0000	EA	10,787.00
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6-8 WEEK LEAD TIME

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
10,787.00	0.00	0.00	0.00	0.00	10,787.00

Acceptance of Proposal:

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By _____

Purchase Order Number _____

Print Name _____

Date: ___/___/___

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR'S prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR'S authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR'S cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR'S warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE'S expense, the equipment to LESSOR'S warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE'S policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR'S warehouse. Rental ends upon return of the last item of equipment to LESSOR'S warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE'S possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE'S right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR'S right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR'S then prevailing rates.