

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 5, 2020

NUMBER 181-2020

TITLE:

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN FOLEY INCORPORATED, 855 CENTENNIAL AVENUE, PISCATAWAY, NEW JERSEY 08855 AND THE CITY OF ORANGE TOWNSHIP FOR PREVENTIVE MAINTENANCE SERVICES TO THE GENERATOR LOCATED AT THE FREDDIE POLHILL LAW AND JUSTICE COMPLEX, 25-29 PARK STREET, ORANGE, NEW JERSEY 07050 COMMENCING MAY 1, 2020 THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$13,903.36.

WHEREAS, Foley Incorporated previously provided this generator, Model CAT #3406 to the Freddie Polhill Law and Justice Complex located at 25-29 Park Street, Orange, New Jersey 07050; and

WHEREAS, the generator is required for any emergency backup support during a power failure; and

WHEREAS, the Director of Public Works solicited requests for quotes from Foley Incorporated and Current Electric Contracting; and

WHEREAS, the City of Orange Township received one (1) quote to provide preventative maintenance and repairs from the following:

Bidder	Maintenance	Date
Foley Incorporated	\$3,903.36	12/2/2020
Current Electric Contracting	No response	

WHEREAS, there will be a need for emergency repairs to the generator for which the City of Orange Township estimate the cost to be \$10,000.00; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has certified that said funds are available in Account No. 0-01-26-310-000-528.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Orange Township hereby authorizes the Mayor to execute an agreement with Foley Incorporated for preventative maintenance services and repairs to the generator located at the Freddie Polhill Law and Justice Complex for the period of May 1, 2020 through December 31, 2020 in an amount not to exceed \$13,903.36.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Veronica Perchment on behalf of the City Attorney


CITY ATTORNEY

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Township, do hereby confirm that, based on the Quote or RFP, FRQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the next year 2020 Budget and pending the Temporary Budget, there will be sufficient funds to contract with:

Vendor Name: Foley Incorporated
Address: 855 Centennial Avenue

City: Piscataway
State: NJ
Zip Code: 08855

Purpose: Generator Preventive Maintenance & Repairs

Fund: Current Fund
Line Description BDG - Contractual Services
Account Numbers(s): 0-01-26-310-000-528

Purchase Order #: 20-00818

Vendor ID: Foley010

Amount not to exceed: \$13,903.36

Division Head

Date

Nile Clements

4/27/2020

Chief Financial Officer

Date

AGREEMENT

This Agreement, made and entered into this ____ day of April, 2020 between the City of Orange Township, 29 N. Day Street, Orange, New Jersey 07050 and Foley Incorporated, 855 Centennial Avenue, Piscataway, New Jersey 08855.

WHEREAS, the City of Orange Township wishes to retain a company for the purpose of providing preventive maintenance to the generator at the Freddie Polhill Law & Justice Complex, 29 Park Street, Orange, New Jersey 07050 and City Hall, 29 North Day Street, Orange, New Jersey as specifically set forth in the attached proposal.

WHEREAS, the City of Orange Township wishes to retain Foley Incorporated to provide the subject preventative maintenance services.

WHEREAS, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified by the attached proposal dated December 2, 2019.

WHEREAS, the City Council of the City of Orange Township has, by Resolution No. _____, dated _____, authorized Foley Incorporated to provide preventive maintenance to the generator at the Freddie Polhill Law & Justice Complex and City Hall as specified in the attached proposal.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual convenience set forth herein below:

1. Foley Incorporated is hereby contracted by the City of Orange Township to provide services as specified in the attached proposal.
2. This agreement shall be effective commencing on May 1, 2020 through December 31, 2020.

3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by Foley Incorporated, without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the

parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

- 9. The City of Orange Township may terminate this Agreement upon three (3) day notice to Foley Incorporated in the event that this agreement is deemed to be terminated, the City of Orange Township shall pay Foley Incorporated for those services provided as of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier
City Clerk

Hon. Dwayne D. Warren, Esq.
Mayor

ATTEST:

Foley Incorporated

Print Name

Print Name

Signature

Signature

Approved as to Form and Sufficiency

Gracia Robert Montilus, City Attorney

CUSTOMER SUPPORT AGREEMENT

The object of this preventative maintenance agreement is to insure that our customers achieve the highest level of emergency power generating system reliability possible through consistent and effective managed maintenance.

COMPANY INFORMATION	PURCHASING AND SITE CONTACT INFORMATION	
SITE ADDRESS: ORANGE POLICE DEPARTMENT (0637005) 25 PARK STREET NA ORANGE, NJ 07050 BILLING ADDRESS: 25 PARK AVENUE ORANGE, NJ 07050	PURCHASING CONTACT(S): ROXANNE PRIOLETTI rprioletti@ci.orange.nj.us OFFICE: 973.266.4030 CELL: FAX: 973.266.4029	SITE CONTACT(S): ROXANNE PRIOLETTI rprioletti@orangenj.gov 973.266.4030 (office) 973 (cell) 973.266.4029 (fax)

FOLEY CONTACT INFORMATION	
24/7 EMERGENCY SUPPORT: 732-885-5555 INSPECTIONS: BARBARA PEREZ bperez@foleyinc.com 732-885-3097 Press 1	CUSTOMER SUPPORT AGREEMENT REPRESENTATIVE: JILL KACZANOWSKI-LEVEILLE jkaczanowski@foleyinc.com 732-885-3178 OUTSIDE PRODUCT SUPPORT REPRESENTATIVE: MICHAEL LEHMAN mlehman@foleyinc.com 732-885-3041

AGREEMENT NUMBER: 24274			BILLING INFORMATION	
DESCRIPTION/MODEL	PACKAGE S/N	ENGINE S/N	YEAR NUMBER	* TOTAL
GENERATOR / AA 3406	(NONE)	04ZR05074		
COMPREHENSIVE FUEL ANALYSIS (Mon-Fri)			1	295.00
INSPECTION + PM SERVICE (Mon-Fri)			1	1953.41
INSPECTION (Mon-Fri)			1	551.65
INSPECTION (Mon-Fri)			1	551.65
INSPECTION (Mon-Fri)			1	551.65
			Subtotal	\$ 3,903.36
			TOTAL	\$ 3,903.36
LENGTH OF AGREEMENT: 1 YEARS				
			Grand Total	\$ 3,903.36

* Sales tax is not included unless indicated.

Prepaid agreements receive a 5% discount before tax. Approximate savings of \$ 195.17.

START DATE: 02/06/2020

END DATE: 02/05/2021

NOTES:

Standard 1 year agreement Level II

Customer Support Agreement with four (4) quarterly inspections per year. Lubricating oil, fuel filters and oil filters will be replaced annually. Lubricating oil and filter change will be scheduled in advance with the customer and performed during the last regularly scheduled inspection unless otherwise specified by the customer. An SOS and Coolant sample will be taken at each inspection.

Comprehensive fuel analysis to be performed on one (1) fuel tank on annual basis.

Work to be performed Monday-Friday during normal business hours.

FOLEY INC. RESPONSIBILITIES:

- All inspections / Preventive Maintenance Services to be performed during the day on weekdays (Monday thru Friday) between the hours of 7:00 am and 3:30 pm, unless noted in the special comments section. Inspection dates to be mutually convenient for both parties and scheduled in advance of each visit.
- Provide a contact person to coordinate the scheduling of all P.M. work.
- Provide all travel, labor, equipment filters and oil (to manufacturer's specifications) to perform all monthly, quarterly, biannual or annual preventative maintenance services as outlined in our CSA agreement and attached PM description.
- Perform Scheduled Oil Sampling (SOS) sampling as outlined in attached PM description and provide the customer with a copy of the analysis.
- Maintain service records on all repairs, PM's and oil or coolant sampling performed by Foley Incorporated with customer copies available when required.
- Properly dispose of used oil and filters generated by Foley, Incorporated P.M. services in an EPA approved manner, leaving our portion of your job site environmentally clean.
- Perform a walk around visual inspection with each service. These inspections are intended to identify and report readily observable equipment conditions or deficiencies, which could affect machine component life or proper performance.
- Some minor adjustments and repairs (i.e. replace a missing bolt, tighten a loose hose, etc.) that can be performed during the service will be made at no additional cost. You will receive a Foley Incorporated CSA checklist on all other problems or concerns that our technician detects. Scheduled Oil Sampling results will be mailed directly to you. If a critical problem is detected during the service or while the oil sample is being analyzed, Foley, Incorporated will contact you immediately. We notify you when the next inspection is due in order to schedule the service date.

CUSTOMER RESPONSIBILITIES:

- Foley Power Systems does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The Buyer hereby releases and agrees to indemnify Foley Power Systems, its officers, agents, and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by Foley Power Systems hereunder, except for damages resulting from the negligence or willful wrong doing of Foley Power Systems with respect to this agreement.
- The generating equipment must be made available for service at the time of the scheduled service date. Every effort will be made to minimize downtime. Either partner can terminate this contract at any time with a 30 day prior written notice. If less than the agreed services are performed, the flat rate will be compared to the time and material costs of the Customer Service Agreement and any additional charges will be applied to the customers account based on the full published field service labor rate and mileage charge.
- Maintain a working hour meter.
- Customer is to arrange for parking and freight elevator use on the day of scheduled services. Additional costs resulting from a delay in access to the equipment created by the customers will be the responsibility of the customer.
- Perform daily and weekly preventative maintenance items as outlined in the respective Caterpillar Maintenance Guide.
- Provide and add daily make-up fluids (fuel-oil-coolant), grease, using fuel and lubricants that meet Caterpillar specifications.

*****PLEASE NOTE THAT UNIT WILL BE SHUT DOWN DURING PM SERVICE*****



FOLEY POWER SYSTEMS
ATTN: CSA DEPARTMENT
855 Centennial Ave
Piscataway NJ 08854
732-885-5555 (phone)
732-885-3122 (fax)

AGREEMENT NUMBER: **24274**
LEGEND CODES: CF , L2-4

CUSTOMER SITE
ORANGE POLICE DEPARTMENT (0637005)

25 PARK STREET
NA
ORANGE, NJ 07050

BILLING ADDRESS:
25 PARK AVENUE
ORANGE, NJ 07050

CUSTOMER SIGNATURE

PRINT NAME

TITLE

DATE

PURCHASE ORDER NUMBER

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Foley, Incorporated

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
855 Centennial Avenue

City, state, and ZIP code
Piscataway, New Jersey 08855

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
2	2	-	0	9	1	7	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **10-11-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FOLEY, INCORPORATED

Trade Name:

Address: 855 CENTENNIAL AVE
PISCATAWAY, NJ 08854-3912

Certificate Number: 0062140

Effective Date: January 01, 1957

Date of Issuance: October 04, 2013

For Office Use Only:

20131004100701667