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PCS Pump and Process, Inc.

CONTRACT B516-10

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
Lead Agency

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES
TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD
(NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM)

CONTRACT B516-10

AGREEMENT

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

TO

B516-10 FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD

THIS AGREEMENT, made and executed this 15th day of October, 2026 by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

PCS Pump and Process, Inc.
41 Plymouth St, Suite 1
Fairfield, NJ 07004

a corporation chartered under the laws of the State of New Jersey,

partnership, individual with principals' offices at 41 Plymouth ST., STE 1, Fairfield NJ 07004
hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the PVSC, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days unless stated otherwise in the bid documents, from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the PVSC may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the PVSC.

The PVSC shall not be liable to the Contractor for any neglect, default, delay or interference of or by another contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

It is hereby mutually agreed that the PVSC is to pay and the Contractor is to receive the amount bid (less retainage, if any) and stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all work as described in the Contract Specification and for fully complying with the terms and conditions of this Contract.

Subject to the applicable provisions of law, the Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the PVSC.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall prevail in all cases and will govern in the award and agreement between the PVSC and the Contractor.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

(SEAL) ATTEST BY: Thomas A. Fuscaldo

PASSAIC VALLEY SEWERAGE COMMISSION

THOMAS A. FUSCALDO, CLERK

PCS Pump and Process, Inc.

CONTRACTOR NAME

BY: _____

CONTRACTOR

(SEAL) ATTEST BY: _____

CONTRACTOR

FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES
TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD
(NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM)

AWARD SHEET

NAME OF BIDDER: PCS Pump and Process, Inc.

BUSINESS NAME: PCS Pump and Process, Inc.

ADDRESS: 41 Plymouth St, Suite 1, Fairfield, NJ 07004

TELEPHONE NO: 973-575-7464 FAX NUMBER: 973-575-7464

Vendor Email: PTABONE@PCSPUMP.COM Vendor FEIN: 22-3714238

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC Warehouse for a one year period, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, and this contract for the unit prices as shown on the attached vendors format list.

   a. Total number items awarded: 4 (From Vendor Bid List).

   b. Delivery Period varies Calendar Days.

NOTE: The delivery period must be completed, or the bid will be considered non-responsive.

2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.

3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.

4. The term of this contract is for a one (1) year period beginning November 1, 2026, and extending thru October 31, 2027. All prices shall hold firm, and not subject to increase during the term of the contract.

5. The Commissioners do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.

6. The vendor shall submit bids to provide various instrumentation equipment, parts and supplies and or accessories in reference to the manufacturer's list price and shall indicate a percentage off the manufacturer's list price for each item bid on.

a. Vendors shall supply two "2" numbered copies of each catalog and price lists representative of the items bid on by the vendor, or that bid will not be evaluated. If no printed catalog is available access to web based catalogs may be substituted. The "Bidders Exceptions" page (BE-1) may be used to provide proper written explanation in the event that a vendor wants to submit a bid without catalogs.

b. If no catalog is identified on the vendor's format list, the bidder shall bid on the current catalog, and clearly identify on his bid proposal which catalog he intends to use and follow the same procedure as if a catalog had been listed. The intent of the contract is for procurement of instrumentation equipment, parts and supplies for the manufacturers listed on the bid.

c. The catalogs listed refer to the most current catalog on the date that the bid is due Vendors must submit the manufacturer's published suggested price list (list price) along with a catalog for evaluation. The Catalogues and Price lists must specifically coincide with the manufacturer's catalog indicated in the vendor's format list. Catalogues and Price list must be labeled "Item 1", "Item 2", etc. to correspond with the vendor's format list. Note: If the catalogues and price lists are not labeled correctly, the bid will not be evaluated!

d. Additional catalogs may be required by PVSC. The vendor should supply the catalogs needed, at no additional cost to the PVSC.

7. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the Contractor.

8. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller. to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion off order or orders already delivered and accepted. The Commissioners reserve the right to seek any redress for damages under the Default article of the contract.

9. After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commissioners at their next scheduled monthly meeting will pay the amount due.

10. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.

11. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commissioners may seek redress under the Default Article of the contract.

12. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commissioners with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.

Passaic Valley Sewerage Commission
AWARD SHEET B516-10

FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES TO THE PVSC WAREHOUSE FOR A

Line Item	Description/Manufacturer	% DISCOUNT	LEAD TIME
176	MISSION COMMUNICATIONS, LLC	5%	2-4 WEEKS
299	CIDRA	5%	VARIES
300	PCS PUMP AND PROCESS BUBBLER SYSTEMS	10%	VARIES
301	PUMP CONTROL PANELS	5%	VARIES

BIDDERS EXCEPTIONS

Item No. Description (Including Manufacturer, Brand & Model Number)

Please utilize additional pages if needed

Mission Communications (Line item 176):

- Full catalog of equipment excluding spare parts – Spare Parts are 3% off List Price

CiDRA Flow Metering Equipment (No Line Item available):

- 5% off full catalog of equipment excluding spare parts (CiDRA is not lised in the index)

PCS Pump and Process Bubbler Systems (No Line Item available):

- Heavy Duty (HD) Bubbler System – P/N PCSHDBCS – 10% off List Price
- Light Duty (LD) Bubbler System – P/N PCSLDBCS – 10% off List Price

Bubbler Systems are manufactured by PCS Pump and Process, Inc. at our Fairfield NJ location

Pump Control Panels (No Line Item Available):

- Duplex Pump Control Panel – P/N PCP2PCS – 5% Off List Price
- Triplex Pump Control Panel – P/N PCP3PCS – 5% Off List Price
- Quad Pump Control Panel – P/N PCP4PCS – 5% off List Price

Pump Control Panels are Manufactured by PCS Pump and Process, Inc. at our Fairfield NJ Location

Field Service Rates (Non-Emergency, scheduled at mutual convenience):

- Normal Business Hours (7am-3pm): List Price: $218.75/hr – Discounted per PVSC Contract to $175.00/hr
- Outside Normal Business Hours: List Price $281.25/hr – Discounted per PVSC Contract to $225.00/hr

Field Service Rate (Emergency - Weekends, Holidays and Immediate Service – Onsite within 4hrs):

- List Price: 312.50/hr – Discounted per PVSC Contract to $250.00/hr

Material/Subcontractor Services, if authorized by Owner, are invoiced at Cost plus 20%

Field Services are invoiced from Portal to Portal

Services included but not limited to:

- Instrumentation Calibration
- Instrumentation Installation and Start-up
- PLC/HMI/OIT Troubleshooting
- Relay Logic Control Panel Troubleshooting
- Control Panel Troubleshooting
- I&C Maintenance Contracts
- I&C Maintenance Inspections
- SCADA System Troubleshooting

GENERAL CONDITIONS

a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.

b. The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or the authorized representative.

d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.

e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract. To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

g. The Contractor shall not assign the contract or sublet it is whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C.

h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.

i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.

k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.

l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.

m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.

o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.

p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C. and/or the Contractor, and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.

r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.

s. P.V.S.C. shall pay and the Contractor shall receive as full compensation for everything furnished and done under this contract, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses and losses incurred by or in consequence of the suspension or discontinuance of the work, all in accordance with the terms and conditions of this contract.

t. The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract as defined in the contract herein the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

(a) By such applicable unit prices, if any, as are set forth in the contract; or

(b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:

1. Labor, including foreman, but not supervisors:
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;
4. Power and consumable supplies for the operation of power equipment during the above time;
5. Insurance;
6. Social Security and old age and unemployment contributions;
7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the

excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

Failure to comply with the N. J. Worker and Community Right to Know Act shall be reason for the Commission to hold the vendor in default of the contract and apply the default conditions as described herein.

v. Affirmative Action - 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.

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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SUPPLEMENTAL CONDITIONS

A. N.J.R.S. 10:2-1

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and

d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

B. N.J.R.S. 14A:13-3

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.

2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;

a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrative or otherwise, or effecting the settlement thereof or the
settlement of claims or disputes;

b. holding meetings of its directors or shareholders;

c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a status in this State;

d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

C. N.J.R.S. 34:11-56.27

In accordance with the New Jersey Prevailing Wage Act for workman engaged in any public work, prevailing wage rates can be paid (as shall be designated by the Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NOTE: Prevailing wage rates will not apply or be applicable to any contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

D. N.J.R.S. 52:24-24.2

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as
the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

E. N.J.R.S. 52:33-1 AND 3

52:33-2. Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

52:33-3 Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic material sin the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

The Contractor will be required to comply fully with the requirements set forth in NJAC 7:31-3.17 as stated below. Since the work is adjacent to but does not involve direct handling of chlorine equipment, the Contractor's major efforts should be directed in the area of emergency response.

7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to ensure that work done by persons not directly employed by PVSC meets the applicable requirements of the risk management program. The procedures apply to specific activities involving the handling of chlorine by a contractor and/or its employees. Temporary employees, either directly hired by the PVSC or furnished by a non-employer agency, are subject to the same requirements of this chapter that are applicable to permanent PVSC employees.

(b) The procedure shall not apply to contractors providing incidental services which do not influence safety, such as janitorial work, food and drink services or other supply services;

(c) The procedures shall apply to the following activities performed by the contractor and/or its employees:

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;

2. Assistance as chlorine operators in facilities handling chlorine; and

3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

(d) The procedure shall require the contractor to inform, train and evaluate its employees, as applicable to individual assignments, concerning;

1. The requirements of the site's preventive maintenance program;

2. The applicable provisions of the facility standard operating procedure on chlorine; and

3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;

2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;

3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;

4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.

i. The PVSC will request that the contractor assure that it and/or each its employees are trained in work practices necessary to safely perform his/her job;

ii. The PVSC will request that the contractor assure that it and/or each of its employees are instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;

iii. The PVSC will request that the contractor document that it and/or each of its employees have received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;

iv. The PVSC will request that the contractor assure that it and/or each of its employees follow the safety rules of the PVSC including safe works practices;

v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

G: N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20

NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.
The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit
determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

North Jersey Wastewater Cooperative Pricing System

Contract _____, has been designated as a Cooperative Pricing System Contract. Prospective bidders are invited to submit bids on the attached vendor bid list for the following North Jersey Wastewater Cooperative Pricing System members:

Lead Agency: Passaic Valley Sewerage Commission (PVSC)
600 Wilson Avenue
Newark, New Jersey
07105

Member Agencies:	Deliver to same location unless noted otherwise	
Bergen County Utilities Authority Deliver to Location:	PO Box 9 Foot of Mehrhof Road	Little Ferry, New Jersey 07643
Joint Meeting of Essex and Union Counties (JMEUC)	500 South First Street	Elizabeth, New Jersey 07202
The Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA) Deliver to Location:	PO BOX 88 End of Lincoln Boulevard	Lincoln Park, New Jersey 07035
Northwest Bergen County Utilities Authority	30 Wyckoff Avenue	Waldwick, New Jersey 07463
Rahway Valley Sewerage Authority	1050 East Hazelwood Avenue	Rahway, New Jersey 07065
Town of Morristown	200 South Street	Morristown, New Jersey
Township of Wayne	475 Valley Road	Wayne, New Jersey 07470
City of Asbury Park Deliver to Location:	One Municipal Plaza 9 Main Street	Asbury Park, New Jersey 07712
Linden Roselle Sewerage Authority	5005 South Wood Avenue	Linden, New Jersey 07036-8118
Sussex County Municipal Utilities Authority	34 South Route 94	Lafayette, New Jersey 07848
Township of Mine Hill	10 Baker Street	Mine Hill, New Jersey 07803
Musconetcong Sewerage Authority	110 Continental Drive	Budd Lake, New Jersey 07828
Borough of Fair Lawn	8-01 Fair Lawn Avenue	Fair Lawn, New Jersey 07410
Township of Morris	50 Woodland Avenue	Convent Station, NJ 07961
Village of Ridgewood	131 N. Maple Avenue	Ridgewood, New Jersey 07450
Rockaway Valley Sewerage Authority	RD #1, 99 Greenbank Road	Boonton, New Jersey 07005
Atlantic County Utilities Authority	6700 Delilah Road	Egg Harbor Township, N 08234
Township of Wall	2700 Allaire Road	Wall, New Jersey 07719
Township of Readington	509 Route 523	Whitehouse Station, NJ 08889
Borough of South Plainfield	2480 Plainfield Avenue	South Plainfield, NJ 07080
Borough of Lodi	One Memorial Drive	Lodi, New Jersey 07644
Borough of Madison	50 Kings Road	Madison, New Jersey 07940
Secaucus Municipal Utilities Authority	1100 Koelle Boulevard	Secaucus, New Jersey 07094
Two Rivers Water Reclamation Authority	1 Highland Avenue	Monmouth Beach, NJ 07750
Borough of Point Pleasant	2233 Bridge Avenue	Point Pleasant, New Jersey 08742
Township of Branchburg	1077 US Highway 202 North	Branchburg, New Jersey 08876
Township of Parsippany-Troy Hills	1001 Parsippany Boulevard	Parsippany, New Jersey 07054
Township of Springfield	100 Mountain Avenue	Springfield, NJ 07081
Township of Neptune	25 Neptune Blvd	Neptune, NJ 07753
Township of Verona	600 Bloomfield Avenue	Verona, New Jersey 07044
Borough of Lindenwold	15 North White Horse Pike	Lindenwold, New Jersey 08021
North Bergen Utilities Authority	6200 Tonnelle Avenue	North Bergen, New Jersey 07047
Bayshore Regional Sewerage Authority	100 Oak Street	Union Beach, New Jersey 07735
Lacey Municipal Utilities Authority	34 R. Kennedy Boulevard	Forked River, New Jersey 08731
Cape May County Municipal Utilities Authority	1523 Route 9 North	Swainton, New Jersey 08210
Bernards Township Sewerage Authority	726 Martinsville Road	Liberty Corner, NJ 07938
South Monmouth Regional Sewerage Authority	1235 8th Avenue	Belmar, New Jersey 07719
East Windsor Utilities Authority	7 Wiltshire Drive	East Windsor, New Jersey 08520
Township of Chatham	58 Meyersville Road	Chatham, New Jersey 07928
Toms River Municipal Utilities Authority	340 West Water Street	Toms River, New Jersey 08753
Township of Millburn	375 Millburn Avenue	Millburn, New Jersey 07041

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

Township of Howell	4567 Route 9 North	Howell, New Jersey 07731
Town of Newton	39 Trinity Street	Newton, New Jersey 07860
Jersey City Municipal Utilities Authority	555 Route 440	Jersey City, New Jersey 07305
Township of Mount Olive	204 Flanders-Drakestown Road	Budd Lake, New Jersey 07828
Borough of Sayreville	167 Main Street	Sayreville, New Jersey 08872
Somerset Raritan Valley Sewerage Authority	50 Polhemus Lane	Bridgewater, New Jersey 08807
Borough of Florham Park	111 Ridgedale Avenue	Florham Park, New Jersey 07932
Middlesex County Utilities Authority	257 Main Street	Sayreville, New Jersey 08872-0159
Washington Township Municipal Utilities Authority	46 East Mill Road	Long Valley, New Jersey 07853
Township of East Brunswick	1 Jean Walling Civic Center Drive	East Brunswick, New Jersey 08816
Jackson Township Municipal Utilities Authority	135 Manhattan Street	Jackson, New Jersey 08527
Borough of Stone Harbor	9508 Second Avenue	Stone Harbor, New Jersey 08247
Borough of Bloomingdale	101 Hamburg Turnpike	Bloomingdale, New Jersey 07403
Township of Livingston	357 South Livingston Avenue	Livingston, New Jersey 07039
Township of Roxbury	1715 Route 46	Ledgewood, New Jersey 07852
Township of Freehold	1 Municipal Plaza	Freehold, New Jersey 07728
Southeast Morris County Utilities Authority	19 Saddle Road	Cedar Knolls, New Jersey 07927
Township of Montville	195 Changebridge Road	Montville, New Jersey 07045
Manasquan River Regional Sewerage Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
Cumberland Co. Utilities Authority	333 Water Street	Bridgeton, New Jersey 08302
Borough of Old Tappan	227 Old Tappan Road	Old Tappan, New Jersey 07675
Readington Lebanon Sewerage Authority	Old Route 28	Whitehouse, New Jersey 08888
Borough of Glen Rock	1 Harding Plaza	Glen Rock, New Jersey 07452
Warren Township Sewerage Authority	46 Mountain Boulevard	Warren, New Jersey 07059
Borough of Highlands	42 Shore Drive	Highlands, New Jersey 07732
Township of Denville	1 Saint Mary's Place	Denville, New Jersey 07834
Logan Township Municipal Utilities Authority	69 Jefferson Lane	Logan Township, New Jersey 08085
City of South Amboy	140 North Broadway	South Amboy, New Jersey 08879
Township of Nutley	One Kennedy Drive	Nutley, New Jersey 07110
Lambertville Municipal Utilities Authority	3 Bridge Street	Lambertville, New Jersey 08530
Camden County Municipal Utilities Authority	16445 Ferry Avenue	Camden, New Jersey 08101-1432
Western Monmouth Utilities Authority	103 Pension Road	Manalapan, New Jersey 07726
Borough of Spotswood	77 Summerhill Road	Spotswood, New Jersey 08884
Kearny Municipal Utilities Authority	39 Central Avenue	Kearny, New Jersey 07032
Borough of Totowa	537 Totowa Road	Totowa, New Jersey 07512
Township of Cranford	8 Springfield Avenue	Cranford, New Jersey 07016
East Orange Water Commission	99 South Grove Street	East Orange, New Jersey 07018
Township of Aberdeen	1 Aberdeen Square	Aberdeen, New Jersey 07747
Woodbridge Township	1 Main Street	Woodbridge, New Jersey 07095
Hackettstown Municipal Utilities Authority	424 Hurley Drive	Hackettstown, New Jersey 07840
Township of Bridgewater	100 Commons Way	Bridgewater, New Jersey 08807
Township of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Borough of Wildwood Crest	6101 Pacific Avenue	Wildwood Crest, New Jersey 08260
Borough of Tinton Falls	556 Tinton Avenue	Tinton Falls New Jersey 07724
Township of Piscataway	455 Hoes Lane	Piscataway, New Jersey 08854
Borough of Elmwood Park	182 Market Street	Elmwood Park, New Jersey 07407
County of Passaic	151 East 11th Street	Paterson, New Jersey 07525
Township of Randolph	502 Millbrook Avenue	Randolph, New Jersey 07869
Township of Middletown	1 Kings Highway	Middletown, New Jersey 07748
Township of Edison	100 Municipal Boulevard	Edison, New Jersey 08817
Township of Hillside	1409 Liberty Avenue	Hillside, New Jersey 07205

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

Township of Neptune Sewerage Authority	634 Old Corlies Ave	Neptune City, NJ 07753
Borough of Milltown	39 Washington Avenue	Milltown, New Jersey 08850
Egg Harbor Twp. Municipal Utilities Authority	3515 Bargaintown Road	Egg Harbor, New Jersey 08234
Landis Sewerage Authority	1776 South Mill Road	Vineland, New Jersey 08360
Cinnaminson Sewerage Authority	1621 Riverton Road	Cinnaminson, NJ 08077
Township of South Orange Village	76 South Orange Avenue	South Orange, New Jersey 07079
Stony Brook Regional Sewerage Authority	290 River Road	Princeton, New Jersey 08540
Borough of Alpha	1001 East Boulevard	Alpha, New Jersey 08865
Pennsauken Sewerage Authority	1250 John Tipton Boulevard	Pennsauken, New Jersey 08110
Raritan Township Municipal Utilities Authority	365 Old York Rd	Flemington, New Jersey 08822
Borough of Peapack and Gladstone	One School Street	Peapack, New Jersey 07977
Township of Bedminster	One Miller Lane	Bedminster, New Jersey 07921
Borough of Franklin	46 Main Street	Franklin, New Jersey 07416
Town of Dover	100 Princeton Avenue	Dover, New Jersey 07801
Franklin Township Sewerage Authority	70 Commerce Drive	Somerset, New Jersey 08873
Borough of Sea Bright	1099 Ocean Avenue	Sea Bright, New Jersey 07760
Township of Hamilton	2090 Greenwood Avenue	Hamilton, New Jersey 08609
Borough of Bernardsville	166 Mine Brook Road	Bernardsville, New Jersey 07924
Wanaque Valley Regional Sewerage Authority	101 Warren Hagstrom Blvd.	Wanaque, New Jersey 07465
Borough of Pennington	30 North Main Street	Pennington, New Jersey 08534
Lakewood Township Sewerage Authority	390 New Hampshire Avenue	Lakewood, New Jersey 08701
Byram Township	10 Mansfield Drive	Stanhope, New Jersey 07874
Township of Pemberton	500 Pemberton-Browns Mills Road	Pemberton, New Jersey 08068
Borough of Avon by the Sea	301 Main Street	Avon by the Sea, New Jersey 07717
Township of Florence	711 Broad Street	Florence, New Jersey 08518
Hanover Park Regional High School District	75 Mount Pleasant Avenue	East Hanover, New Jersey 07936
City of Somers Point	1 West New Jersey Avenue	Somers Point, New Jersey 08244
Township of Cedar Grove	525 Pompton Avenue	Cedar Grove, New Jersey 07009
Borough of New Providence	360 Elkwood Avenue	New Providence, New Jersey 07974
Township of Tewksbury	169 Old Turnpike Road	Califon, New Jersey 07830
Clinton Township Sewerage Authority	79 Beaver Avenue #5	Clinton, New Jersey 08809
City of Summit	512 Springfield Avenue	Summit, New Jersey 07901
Old Bridge Municipal Utilities Authority	71 Boulevard West	Cliffwood Beach, New Jersey 07735
Willingboro Municipal Utilities Authority	433 John F. Kennedy Way	Willingboro, New Jersey 08046
City of Wildwood	4400 New Jersey Avenue	Wildwood, New Jersey 08260
Borough of Newfield	18 Catawba Avenue	Newfield, New Jersey 08344
Borough of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Montville Township Board of Education	86 River Road	Montville, New Jersey 07045
Borough of Wenonah	1 South West Avenue	Wenonah, New Jersey 08090
Rockaway Twp. Board of Education	16 School Road	Rockaway, New Jersey 07866
Brick Township Municipal Utilities Authority	1551 Highway 88 West	Brick, New Jersey 08724-2399
Township of Montclair	205 Claremont Avenue	Montclair, New Jersey 0704266
Borough of Hightstown	156 Bank Street	Hightstown, New Jersey 08520
Borough of Manasquan	201 East Main Street	Manasquan, New Jersey 08736
Township of West Orange	66 Main Street	West Orange, New Jersey 07052
City of Perth Amboy	260 High Street	Perth Amboy, New Jersey 08861
North Plainfield Board of Education	33 Mountain Avenue	N. Plainfield, New Jersey 07060
Township of Clark	430 Westfield Avenue	Clark, New Jersey 07066
County of Hudson	567 Pavonia Avenue, 3rd Floor	Jersey City, New Jersey 07306
Borough of Caldwell	1 Provost Square	Caldwell, New Jersey 07006
Municipality of Princeton	400 Witherspoon Street	Princeton, New Jersey 08540
Township of Monroe	1 Municipal Plaza	Monroe, New Jersey 08831
Bordentown Sewerage Authority	954 Farnsworth Avenue	Bordentown, New Jersey 08505

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

City of Plainfield	515 Watchung Avenue	Plainfield, New Jersey 07060
Borough of Red Bank	90 Monmouth Street	Red Bank, New Jersey 07701
Township of Allamuchy	15 Freeborn Lane	Allamuchy, New Jersey 07820
City of Trenton	319 East State Street	Trenton, New Jersey 08608
Borough of Rumson	80 East River Road	Rumson, New Jersey 07760
North Arlington-Lyndhurst Joint Meeting	214 Ridge Road	North Arlington, New Jersey 07031
County of Essex	465 Dr. Martin Luther King, Jr. Boulevard	Newark, New Jersey 07102
Evesham Municipal Utilities Authority	100 Sharp Road	Marlton, New Jersey 08053
Borough of Hopatcong	111 River Styx Road	Hopatcong, New Jersey 07843
Atlantic City Municipal Utilities Authority	401 North Virginia Avenue	Atlantic City, New Jersey 08404
Pine Hill Borough Municipal Utilities Authority	907 Turnerville Road	Pine Hill, New Jersey 08021
Township of Holmdel	4 Crawfords Corner Road	Holmdel, New Jersey 07733
Township of Berkeley Heights	29 Park Avenue	Berkeley Heights, New Jersey 07922
Ocean County Utilities Authority	501 Hickory Lane	Bayville, New Jersey 08721
Borough of Woodcliff Lake	188 Pascack Road	Woodcliff Lake, New Jersey 07677
Cumberland County Improvement Authority	745 Lebanon Road	Millville, New Jersey 08332
Borough of Deal	190 Norwood Avenue	Deal, New Jersey 07723
Borough of High Bridge	97 West Main Street	High Bridge, New Jersey 08829
Carlstadt Sewerage Authority	429 Hackensack Street	Carlstadt, New Jersey 07072
Pequannock Township	530 Newark-Pompton Turnpike	Pompton Plains, New Jersey 07444
Belleville Township	152 Washington Avenue	Belleville, New Jersey 07109
Borough of Metuchen	500 Main Street	Metuchen, New Jersey 08840
Mount Holly Municipal Utilities Authority	1 Park Drive	Mount Holly, New Jersey 08060
Borough of Freehold	30 Mechanic Street	Freehold, New Jersey 07728
City of Newark	47-63 Green Street	Newark, New Jersey 07102
Borough of Matawan	201 Broad Street	Matawan, New Jersey 07747
Township of Mantua	397 Main Street	Mantua, New Jersey 08051
Warren County Municipal Utility Authority	199 Foul Rift Road	Belvidere, New Jersey 07823
City of Brigantine	1417 West Brigantine Ave.	Brigantine, New Jersey 08203
Essex County College	303 University Avenue	Newark, New Jersey 07102
Mount Laurel Township Municipal Utilities Authority	1201 South Church Street	Mount Laurel, New Jersey 08054
Borough of Belmar	601 Main Street	Belmar, New Jersey 07719
Gloucester County Utilities Authority	2 Paradise Road	West Deptford, New Jersey 08066
Township of West Caldwell	30 Clinton Road	West Caldwell, New Jersey 07006
Borough of Berlin	59 South Whitehorse Pike	Berlin, New Jersey 08009
Township of Riverside	237 S. Pavilion Avenue	Riverside, New Jersey 08075
Township of Riverside Sewerage Authority	PO Box 188	Riverside, New Jersey 08075
Township of Hillsborough Municipal Utilities Authority	220 Triangle Road	Hillsborough, New Jersey 08844
Borough of Fieldsboro	204 Washington Street	Fieldsboro, New Jersey 08505
Tenafly Board of Education	500 Tenafly Road	Tenafly, New Jersey 07670
Borough of Paramus	One Jockish Square	Paramus, New Jersey 07652
City of Cape May	643 Washington Street	Cape May, New Jersey 08204
Township of Marlboro	1979 Township Drive	Marlboro, New Jersey 07746
Township of Boonton	155 Powerville Road	Boonton Township, N.J. 07005
Long Branch Sewerage Authority	150 Joline Avenue	Long Branch, New Jersey 07740
Township of Winslow	125 South Route 73	Braddock, New Jersey 08037
Borough of Stockton	2 South Main Street	Stockton, New Jersey 08559
Plumsted Municipal Utilities Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
The New Brunswick Water Utility	78 Bayard Street	New Brunswick, New Jersey 08901
Lower Township Municipal Utilities Authority	2900 Bayshore Road	Villas, New Jersey 08251
North Jersey District Water Supply Commission	1 F. A. Orechio Drive	Wanaque, New Jersey 07465

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

Passaic Valley Water Commission	1525 Main Avenue	Clifton, New Jersey 07011
River Dell Regional School District	230 Woodland Avenue	River Edge, New Jersey 07661
Township of West Milford	1480 Union Valley Road	West Milford, New Jersey 07480
Livingston Township School District	11 Foxcroft Drive	Livingston, New Jersey 07039
Borough of Emerson	1 Municipal Place	Emerson, New Jersey 07630
Township of Hopewell (Mercer)	201 Washington Crossing Pennington Road	Titusville, New Jersey 08560
Borough of Pitman	110 South Broadway	Pitman, New Jersey 08071
Toms River Regional School District	1144 Hooper Avenue	Toms River, New Jersey 08753
Township of Lyndhurst	367 Valley Brook Road	Lyndhurst, New Jersey 07071
Hopewell Township (Cumberland)	590 Shiloh Pike	Bridgeton, New Jersey 08302
Borough of Lakehurst	5 Union Avenue	Lakehurst, New Jersey 08733
Borough of Buena Municipal Utilities Authority	616 Central Avenue	Minotola, NJ 08341
Township of Saddle Brook	55 Mayhill Street	Saddle Brook, New Jersey 07663
Township of Warren	46 Mountain Boulevard	Warren, New Jersey 07059
City of Rahway	1 City Hall Plaza	Rahway, New Jersey 07065
Township of Sparta	65 Main Street	Sparta, New Jersey 07871
Township of Middletown Sewerage Authority	100 Beverly Way	Belford, New Jersey 07718
County of Middlesex	75 Bayard Street	New Brunswick, New Jersey 08901
Norwood Public School System	177 Summit Street	Norwood, New Jersey 07648
Township of Middle	33 Mechanic Street	Cape May Courthouse, New Jersey 08210
City of Ventnor	6201 Atlantic Avenue	Ventnor City, New Jersey 08406
Township of Cranbury	23-A North Main Street	Cranbury, New Jersey 08512
Borough of South River	48 Washington Street	South River, New Jersey 08882
City of Bridgeton	181 E. Commerce Street	Bridgeton, New Jersey 08302
Township of Greenwich	420 Washington Street	Gibbstown, New Jersey 08027
Borough of Frenchtown	29 Second Street	Frenchtown, New Jersey 08825
City of Hackensack	65 Central Ave	Hackensack, New Jersey 07601
Township of North Brunswick	710 Hermann Road	North Brunswick, New Jersey 08902
Borough of Waldwick	63 Franklin Turnpike	Waldwick, New Jersey 07463
Hanover Township Sewerage Authority	1000 Route 10	Whippany, New Jersey 07981
Franklin Township Board of Education	52 Asbury-Broadway Road	Washington, NJ 07882
Township of Voorhees	100 American Way	Voorhees, New Jersey 08043
Manchester Utilities Authority	510 Belmont Avenue	Haledon, New Jersey 07508
Pompton Lakes Borough Municipal Utilities	25 Lenox Ave	Pompton Lakes, New Jersey 07442
Wayne Township Public School	50 Nellis Drive	Wayne, New Jersey 07470
Borough of Oradell	355 Kinderkamack Road	Oradell, New Jersey 07649
Pemberton Township Schools	500 Pemberton Browns Mills Road	Pemberton, New Jersey 08068
Eatontown Sewerage Authority	47 Broad Street	Eatontown, New Jersey 07724
Township of Medford	49 Union Street	Medford, New Jersey 08055
Borough of Beachwood	1600 Pinewald Road #1	Beachwood, New Jersey 08722
Borough of Carteret	61 Cooke Avenue	Carteret, New Jersey 07008
Monmouth County Bayshore Outfall Authority	200 Harbor Way	Belford, New Jersey 07718
Township of Jefferson	1033 Weldon Road	Lake Hopatcong, New Jersey 07849
Borough of Paulsboro	1211 Delaware Street	Paulsboro, New Jersey 08066
Borough of Chatham	54 Fairmount Avenue	Chatham, New Jersey 07928
Township of Moorestown	111 West 2nd Street	Moorestown, New Jersey 08057
Borough of Woodland Park	One Browertown Road	Woodland Park, New Jersey 07424
Township of West Deptford	400 Crown Point Road	West Deptford, New Jersey
Township of Ocean	399 Monmouth Road	Oakhurst, New Jersey 07755
Mullica Township School District	500 Elwood Road, Elwood	Elwood, New Jersey 08217
Borough of Bradley Beach	701 Main Street	Bradley Beach, New Jersey 07720
Borough of Atlantic Highlands	100 First Avenue	Atlantic Highlands, New Jersey 07716
Housing Authority of the City of Hoboken	94 Washington Street	Hoboken, New Jersey 07030
Ewing Lawrence Sewerage Authority	600 Whitehead Rd	Lawrence Township, New Jersey 08648

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

Hillsborough Township Board of Education	379 S Branch Rd #1	Hillsborough Township, New Jersey 08844
County of Gloucester Improvement Authority	109 Budd Boulevard	Woodbury, New Jersey 08096
Hawthorne Public Schools	194 Warburton Avenue	Hawthorne, New Jersey 07506
Borough of Moonachie	70 Moonachie Road	Moonachie, New Jersey 07074
Borough of Essex Fells	255 Roseland Avenue	Essex Fells, New Jersey 07021
Township of Greenwich	420 Washington Street	Gibbstown, New Jersey 08027
Township of Mahwah	475 Corporate Drive	Mahwah, New Jersey 07430
Middlesex County Magnet School District	21 Suttons Lane	Piscataway, NJ 08854
Borough of Hawthorne	445 Lafayette Avenue	Hawthorne, New Jersey 07506
Township of Jefferson	1033 Weldon Road	Lake Hopatcong, New Jersey 07849
Borough of Paulsboro	1211 Delaware Street	Paulsboro, New Jersey 08066
Borough of Chatham	54 Fairmount Avenue	Chatham, New Jersey 07928
Township of Moorestown	111 West 2nd Street	Moorestown, New Jersey 08057
Borough of Collingswood	678 Haddon Avenue	Collingswood, New Jersey 08108
Berkeley Township Municipal Utilities Authority	42 Station Road	Bayville, New Jersey 08721
Borough of Morris Plains	531 Speedwell Avenue	Morris Plains, New Jersey 07950
Township of Barnegat	900 West Bay Avenue	Barnegat, New Jersey 08005
Moorestown Board of Education	803 Stanwick Road	Moorestown, New Jersey 08057
Township of Long Beach	6805 Long Beach Boulevard	Brant Beach, New Jersey 08008
Morris County Municipal Utilities Authority	370 Richard Mine Road	Wharton, New Jersey 07885
North Hudson Sewerage Authority	1600 Adams St	Hoboken, New Jersey 07030
Borough of Lincoln Park	34 Chapel Hill Road	Lincoln Park, New Jersey 07035
Mine Hill Board of Education	42 Canfield Avenue	Mine Hill, New Jersey 07803
City of Burlington	525 High Street	Burlington, New Jersey 08016
Township of West Windsor	271 Clarksville Road	West Windsor Twp., New Jersey 08550
Fort Lee Board of Education	231 Main Street	Fort Lee, New Jersey 07024
Northern Highlands Regional School District	298 Hillside Avenue	Allendale, New Jersey 07401
Ramapo Indian Hills Regional School District	131 Yawpo Avenue	Oakland, NJ 07436
Carlstadt Public School District	550 Washington St.	Carlstadt, NJ 07072
Lenape Regional High School District	28 Stanhope Rd.	Stanhope, New Jersey 07874
City of Millville	12 S. High Street	Millville, New Jersey 08332
Township of Deptford Municipal Utilities Authority	898 Cattell Rd.	Wenonah, New Jersey 08090
Borough of Franklin Lakes	480 DeKorte Drive	Franklin Lakes, New Jersey 07417
Borough of Hamburg	16 Wallkill Avenue	Hamburg, New Jersey 07419
Delaware County Regional Water Quality Control Authority	100 E 5th St	Chester, Pennsylvania 19013
Township of Galloway	300 East Jimmie Leeds Road	Galloway, New Jersey 08205
Jersey City Board of Education	346 Claremont Ave,	Jersey City, New Jersey 07305
City of Elizabeth	50 Winfield Scott Plaza	Elizabeth, New Jersey 07201
Township of Pennsville	90 North Broadway	Pennsville, NJ 08070
Jefferson Township Board of Education	31 Route 181	Lake Hopatcong, NJ 07489
City of Passaic	330 Passaic Street	Passaic, NJ 07055
Township of Maplewood	574 Valley Street	Maplewood, NJ 07040
Township of Union	1976 Morris Avenue	Union, NJ 07083
Borough of Hasbrouck Heights	320 Boulevard	Hasbrouck Heights, NJ 07604
Town of Westfield	425 East Broad Street	Westfield, NJ 07090
Township of Little Falls	225 Main Street	Little Falls, NJ 07424

REQUIRED CERTIFICATION OF
EXTENSION OF CONTRACT TERMS AND CONDITIONS

CERTIFICATION OF EXTENSION OF CONTRACT TERMS AND CONDITIONS TO MEMBERS OF THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
AS LISTED ABOVE OR APPROVED WITHIN CONTRACT TERM

☒ Check here if willing to provide the goods or services herein bid upon to registered members of the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) without substitution or deviation from specifications, size, features, quality, price, or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the Passaic Valley Sewerage Commissioners, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

☐ Check here if **not** willing to extend prices to registered members of the NJWWCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this
bid with respect to the needs of the Passaic Valley Sewerage Commissioners.

The procedure by which Contract_____will be awarded in the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates is as follows:

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder and new bids will be sought, and a master contract subsequently awarded with respect to the needs of the registered members who have submitted estimates.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids upon written approval of the lead agency and the awarded contractor.

Insurance certificates and performance bonds will be required as per the enclosed bid specifications.

*****PLEASE NOTE FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH THE BID WILL RESULT IN REJECTION OF THE BID*****