



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-92

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: August 19, 2015

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: BAZIAN offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: KOLODZIEJ AYES: 5 ABSENT: 2 Time:12:57 PM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ				X
JEFFREY LEVINE	X			
RUSSELL GRADDY				X
GLORIA KOLODZIEJ	X			
MENACHEM BAZIAN	X			
THOMAS P. DE VITA	X			
CHRYSTAL CLEAVES	X			



 PRESIDENT
 CHRYSTAL CLEAVES




 SECRETARY
 THOMAS P. DE VITA



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

RESOLUTION 15-93
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T1316 11-x-21415 A80801
TELECOMMUNICATIONS SERVICES FOR
UPGRADE OF PVWC'S UCB IVR SYSTEM AND ADDITION OF
ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT OPTION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, PVWC needs to upgrade its Unified Communications for Business (UCB) Interactive Voice Response (IVR) system from version 6.1 to 8.1 (developments are no longer available for PVWC's current software version 6.1), and PVWC desires to add an Electronic Funds Transfer (EFT) payment option to PVWC's UCB IVR system; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said UCB IVR system upgrade and additional EFT payment option in the total amount of \$39,243.90 from NEC Corporation of America of Irving, Texas (the "Awardee") under State Contract #T1316 11-x-21415 A80801 (herein the "State Contract"), and a copy of a memorandum dated July 2, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director, the Director of Engineering, and the Comptroller have reviewed the above-referenced memorandum and concur with the Director of Purchasing's

recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced upgrade and addition of the Electronic Funds Transfer (EFT) payment option under the State Contract is hereby awarded to the Awardee in the total amount of \$39,243.90; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES

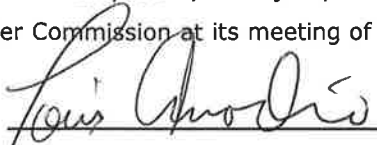


Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T1316 11-x-21415 A80801
TELECOMMUNICATIONS SERVICES FOR
UPGRADE OF PVWC'S UCB IVR SYSTEM AND ADDITION OF
ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT OPTION**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED JULY 2, 2015
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

RESOLUTION 15-94
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT PROCUREMENT OF FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on basis of Facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, PVWC requires the procurement of four (4) 4WD vehicles for PVWC's Distribution Department; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said vehicles from Beyer Ford of Morristown, New Jersey (the "Awardee") under the following State Contracts and in the total amount of \$148,256.50 as follows:

- a. One (1) Year 2015 Ford Explorer 4WD (State Contract #T2007-A83013) in the amount of \$28,760.00,
- b. Two (2) Year 2016 Ford F250 4WD Regular Cab 137" WB (State Contract #T2100-A88727) in the total amount of \$77,427.00 (\$38,713.50 each), and
- c. One (1) Year 2015 Ford F450 4WD Regular Cab 141" WB (State Contract #T2102-A88214) in the amount of \$42,069.50; and

WHEREAS, a copy of a memorandum dated July 30, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contracts to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and

concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchases as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

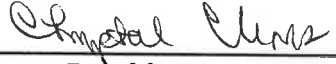
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced vehicles under the referenced State Contracts is hereby awarded to the Awardee in the total amount as stipulated hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as also set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES

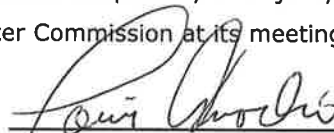


Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

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A handwritten signature in cursive script, appearing to read "Louis Amodio", written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT PROCUREMENT OF FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED JULY 30, 2015
PVWC'S FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 30, 2015

FROM: Purchasing Department

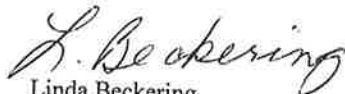
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **State Contract Purchase**
T2007-A83013 – 2015 Ford Explorer 4WD
T2100-A88727 – 2016 Ford F250 4WD Regular Cab 137" WB
T2102-A88214 – 2015 Ford F450 4WD Regular Cab 141" WB

This purchase will be for the Distribution Department (breakdown of vehicle transfer/replacement is attached).

The State Contract purchase will be from **Beyer Ford**, of Morristown, New Jersey for one (1) 2015 Ford Explorer at a cost of \$28,760.00, two (2) 2016 Ford F-250 4WD Regular Cab 137" WB at a unit cost of \$38,713.50 – total \$77,427.00, and one (1) 2015 Ford F-450 4WD Regular Cab 141" WB at a cost of \$42,069.50. The total price for all four (4) vehicles is \$148,256.50. Funds for this purchase have been budgeted under our 2015 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓
A. Bisesi
J. Cascone

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:


Description of Project or Contract: **State Contract Purchase T2007 – A83013**
T2100 – A88727
T2102 – A88214
Beyer Ford

Amount of Project or Contract: \$ 148,256.50
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

Specific Appropriation to which expenditures will be charged: Capital Budget 2015

Other comments: Single Purchase: August 2015
One (1) 2015 Ford Explorer 4WD - \$28,760.00
Two (2) 2016 Ford F-250 4WD Regular Cab 137" WB - \$77,427.00
One (1) 2015 Ford F-450 4WD Regular Cab 141" WB - \$42,069.50

Date of Certification: 07/29/2015 Certified: \$ 148,256.50


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

New vehicle list

Truck 45 1998 ford van approx. 130,000 miles Replace with transit van

Truck 78 1998 ford van approx. 141,000 miles Replace with transit van

Truck 58 going in fleet .Replace with transit van

Truck 4 pass down to M.Obrein

Andy Bisesi getting new Ford explorer

2 New Ford F250 pick up utility body trucks replaces trk 56 & 66

1 New Ford F750 Dump truck for hyd crew Bob Healey

1 New Ford F450 dump truck for curb box crew Tae pak

2015/2016 VEHICLE MANUFACTURER'S CUT-OFF DATES

7/27/2015

Section	Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor	
17089 VEHICLES, AUTOMOBILES, SEDAN, CROSSOVER	1	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2016 FORD FIESTA SEDAN S	Not Published Yet	A86921	CHAS S WINNER INC. DBIA WINNER FORD	
	2	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	2016 FORD FOCUS SEDAN S	5/29/2015	A86921	CHAS S WINNER INC. DBIA WINNER FORD	
	3	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	2016 FORD FUSION S	Not Published Yet	A86922	HERTRICH FLEET SERVICES	
	4	AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR	2015 DODGE JOURNEY SE FWD	4/29/2015	A86922	HERTRICH FLEET SERVICES	
	5	AUTOMOBILE, SEDAN, FULL-SIZE, 4-DOOR	2016 CHEVROLET IMPALA LIMITED LS	Not Published Yet	A86922	HERTRICH FLEET SERVICES	
17100 VEHICLES, TRUCKS, PICKUP, COMPACT	1-2	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 8' BODY, 2WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 6' BOX 2WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	3-4	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 8' BODY, 4WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 6' BOX 4WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	5-6	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 2' BODY, 2WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 2WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	7-8	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 2' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 4WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	9-10	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 2' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 4WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	11-12	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 2' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 6' BOX 4WD	4/29/2015	A8716	MALL CHEVROLET INC.	
	17300 VEHICLES, PASSENGER VANS, 7-12 PASSENGER	1-2	MINIVAN, 7-PASSENGER	2015 DODGE GRAND CARAVAN SE	4/29/2015	A8288	HERTRICH FLEET SERVICES
		3-4	PASSENGER VAN, FULL-SIZE, 8-PASSENGER	2016 FORD TRANSIT 150 WAGON XL	5/1/2015	A89228	CHAS S WINNER INC. DBIA WINNER FORD
		5-6	PASSENGER VAN, FULL-SIZE, 11-PASSENGER	2015 CHEVROLET EXPRESS 2500 WAGON LS	1/29/2015	A89228	MALL CHEVROLET INC.
		7-8	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	2015 CHEVROLET EXPRESS 3500 WAGON LS	1/29/2015	A89228	HERTRICH FLEET SERVICES
		9-10	PASSENGER VAN, FULL-SIZE, 15-PASSENGER, HIGH ROOF	2016 FORD TRANSIT 350 WAGON XL HIGH ROOF	Not Published Yet	A89231	BEYER FORD LLC
	17307 VEHICLES, SPORT UTILITY	1-2	SUV, SMALL, 4-DOOR, 2WD	2015 JEEP PATRIOT SPORT 2WD	4/29/2015	A8911	HERTRICH FLEET SERVICES
3-4		SUV, SMALL, 4-DOOR, 4WD	2015 JEEP PATRIOT SPORT 4WD	4/29/2015	A8911	HERTRICH FLEET SERVICES	
5-6		SUV, MID-SIZE, 4-DOOR, 2WD	2016 FORD EXPLORE BAZE 2WD	Not Published Yet	A8912	CHAS S WINNER INC. DBIA WINNER FORD	
7-8		SUV, MID-SIZE, 4-DOOR, 4WD	2016 FORD EXPLORE BAZE 4WD	Not Published Yet	A8912	CHAS S WINNER INC. DBIA WINNER FORD	
9-10		SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD	2015 DODGE DURANGO SSV 2WD	5/29/2015	84786	HERTRICH FLEET SERVICES	
17309 VEHICLES, TRUCKS, PICKUP, CLASS 1	1-8	TRUCK, 26,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	A8300	BARRIELLI KENWORTH OF NJ LLC	
	2-10	TRUCK, 26,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 HINO 266	Not Published Yet	A8310	HK TRUCK SERVICES INC.	
17309 VEHICLES, TRUCKS, PICKUP, CLASS 1	1-2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 2WD	2015 CHEVROLET SILVERADO 1500 REG. CAB 8' BODY 2WD	Not Published Yet	A8756	MALL CHEVROLET	
	3-4	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 4WD	2015 RAM 1500 TRADESMAN REG. CAB 8' BODY 4WD	Not Published Yet	A8756	HERTRICH FLEET SERVICES	
	5-6	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 2WD	2016 FORD F-150 XL SUPERCADE 8' BODY 2WD	Not Published Yet	A8757	CHAS S WINNER INC. DBIA WINNER FORD	

IMPORTANT NOTE: Please refer to the New Jersey Motor Vehicle Commission's rules and regulations (13.20.51.1) pertaining to school vehicle transport before ordering a passenger van for this purpose. Information regarding these regulations is available at the following website: <http://www.nj.gov/mvc/divisionofmotorvehicles/13.20.51.1.pdf>

NOTE: CUT-OFF DATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMERS ARE ADVISED TO PLACE ORDERS AS SOON AS POSSIBLE BUT NO LATER THAN ONE WEEK PRIOR TO CUT-OFF DATE

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>

2015/2016 VEHICLE MANUFACTURER'S CUT-OFF DATES

7/27/2015

Section	Price Line	Description	Make/Model	Contract	Contractor
4	7-8	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 4WD	2016 FORD F-150 XL SUPER CAB 8' BODY 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
5	8-10	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 2WD	2015 RAM 1500 TRADESMAN CREW CAB 5 1/2' BODY 2WD	5/15/2015	HERTRICH FLEET SERVICES
6	11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 4WD	2015 RAM 1500 TRADESMAN CREW CAB 5 1/2' BODY 4WD	5/15/2015	HERTRICH FLEET SERVICES
17100 VEHICLES, TRUCKS, CLASS 2, PICKUP/UTILITY, WITH SNOW PLOW OPTION					
1	1-2	TRUCK, PICKUP, CLASS 2, REGULAR CAB, 8' BODY, 2WD	2016 FORD F-350 XL REGULAR CAB 8' PICKUP BODY SRW 2WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
2	3-5	TRUCK, PICKUP, CLASS 2, REGULAR CAB, 8' BODY, 4WD	2016 FORD F-350 XL REGULAR CAB 8' PICKUP BODY SRW 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
3	6-10	TRUCK, CLASS 2, REGULAR CAB, 8' UTILITY BODY, 2WD	2016 FORD F-350 XL REGULAR CAB CHASSIS SRW 2WD	Not Published Yet	BEYER FORD LLC
4	11-16	TRUCK, CLASS 2, REGULAR CAB, 8' UTILITY BODY, 4WD	2016 FORD F-350 XL REGULAR CAB CHASSIS SRW 4WD	Not Published Yet	BEYER FORD LLC
5	17-18	TRUCK, PICKUP, CLASS 2, EXTENDED CAB, 4-DOOR, 8' BODY, 2WD	2016 FORD F-350 XL SUPER CAB 8' PICKUP BODY SRW 2WD	Not Published Yet	BEYER FORD LLC
6	19-21	TRUCK, PICKUP, CLASS 2, EXTENDED CAB, 4-DOOR, 8' BODY, 4WD	2016 FORD F-350 XL SUPER CAB 8' PICKUP BODY SRW 4WD	Not Published Yet	BEYER FORD LLC
7	22-26	TRUCK, CLASS 2, EXTENDED CAB, 4-DOOR, 8' UTILITY BODY, 2WD	2016 FORD F-350 XL SUPER CAB CHASSIS SRW 2WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
8	27-32	TRUCK, CLASS 2, EXTENDED CAB, 4-DOOR, 8' UTILITY BODY, 4WD	2016 FORD F-350 XL SUPER CAB CHASSIS SRW 4WD	Not Published Yet	BEYER FORD LLC
9	33-34	TRUCK, PICKUP, CLASS 2, CREW CAB, 4-DOOR, 8' BODY, 4WD	2015 RAM TRADESMAN 2500 CREW CAB XL 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
17161 VEHICLES, TRUCKS, CLASS 3, PICKUP/UTILITY, WITH SNOW PLOW OPTION					
1	1-2	TRUCK, PICKUP, CLASS 3, REGULAR CAB, 8' BODY, 2WD	2016 FORD F-350 XL REG. CAB 8' PICKUP BODY 2WD	Not Published Yet	HERTRICH FLEET SERVICES
2	3-5	TRUCK, PICKUP, CLASS 3, REGULAR CAB, 8' BODY, 4WD	2016 FORD F-350 XL REG. CAB 8' PICKUP BODY 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
3	6-12	TRUCK, CAB & CHASSIS, CLASS 3, REGULAR CAB, TO ACCOMMODATE 8'9" BODY, 2WD	2016 FORD F-350 XL REG. CAB CHASSIS 141 WB 2WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
4	13-20	TRUCK, CAB & CHASSIS, CLASS 3, REGULAR CAB, TO ACCOMMODATE 8'9" BODY, 4WD	2016 CHEVROLET SILVERADO 3500 HD REG. CAB CHASSIS WT DRW 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
5	21-22	TRUCK, PICKUP, CLASS 3, EXTENDED CAB, 4-DOOR, 8' BODY, 2WD	2016 FORD F-350 XL SUPER CAB 8' PICKUP BODY 2WD	7/23/2015	HERTRICH FLEET SERVICES
6	23-25	TRUCK, PICKUP, CLASS 3, EXTENDED CAB, 4-DOOR, 8' BODY, 4WD	2016 FORD F-350 XL SUPER CAB 8' PICKUP BODY 4WD	Not Published Yet	HERTRICH FLEET SERVICES
7	26-31	TRUCK, CAB & CHASSIS, CLASS 3, EXTENDED CAB, 4-DOOR, TO ACCOMMODATE 8' BODY, 2WD	2016 FORD F-350 XL SUPER CAB CHASSIS 162 WB 2WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
8	32-38	TRUCK, CAB & CHASSIS, CLASS 3, EXTENDED CAB, TO ACCOMMODATE 8' BODY, 4WD	2016 FORD F-350 XL SUPER CAB CHASSIS 162 WB 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
17162 VEHICLES, TRUCKS, CLASS 4, UTILITY/COMP, WITH SNOW PLOW OPTION					
1	1-7	TRUCK, CAB & CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8'9" BODY, 2WD	2016 FORD F-450 XL REG. CAB CHASSIS DRW 2WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD
2	8-15	TRUCK, CAB & CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8'9" BODY, 4WD	2016 FORD F-450 XL REG. CAB CHASSIS DRW 4WD	Not Published Yet	BEYER FORD LLC
3	16-22	TRUCK, CAB & CHASSIS, CLASS 4, CREW CAB, TO ACCOMMODATE 8'9" BODY, 2WD	2016 FORD F-450 XL CREW CAB CHASSIS DRW 2WD	Not Published Yet	BEYER FORD LLC
4	23-30	TRUCK, CAB & CHASSIS, CLASS 4, CREW CAB, TO ACCOMMODATE 8'9" BODY, 4WD	2016 FORD F-450 XL CREW CAB CHASSIS DRW 4WD	Not Published Yet	CHAS S WINNER INC. DBIA WINNER FORD

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2015/2016 VEHICLE MANUFACTURER'S CUT-OFF DATES

7/27/2015

Section	Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor
17107	1-2	CARGO VAN, MINI-VAN CLASS 125, REGULAR BODY	2014 FORD TRANSIT CONNECT XL	Not Published Yet	A8373	CHAS S WINNER INC. DBIA WINNER FORD
1	1-2	CARGO VAN, MINI-VAN CLASS 125, REGULAR BODY	2014 FORD TRANSIT CONNECT XL	Not Published Yet	A8373	CHAS S WINNER INC. DBIA WINNER FORD
2	3-4	CARGO VAN, FULL-SIZE CLASS 1, RWD	2015 RAM PROMASTER 1500 FWD LOW ROOF	5/1/2015	A8211	DIFFLM
3	3-4	CARGO VAN, FULL-SIZE CLASS 1, RWD	2015 RAM PROMASTER 1500 FWD LOW ROOF	5/1/2015	A8211	DIFFLM
4	5-6	CARGO VAN, FULL-SIZE CLASS 2	2015 CHEVROLET EXPRESS 2500 CARGO	4/2/2015	A8212	CELEBRITY CDJR
5	7-8	CARGO VAN, FULL-SIZE CLASS 2	2015 CHEVROLET EXPRESS 2500 CARGO	4/2/2015	A8212	CELEBRITY CDJR
6	9-10	CARGO VAN, FULL-SIZE CLASS 3	2015 CHEVROLET EXPRESS 3500 EXTENDED	1/29/2015	A8213	MALL CHEVROLET INC.
7	11-12	CARGO VAN, FULL-SIZE CLASS 3	2015 CHEVROLET EXPRESS 3500 EXTENDED	1/29/2015	A8213	MALL CHEVROLET INC.
7	13-14	CARGO VAN, FULL-SIZE CLASS 3, HIGH ROOF	2015 CHEVROLET EXPRESS 3500 RWD EXTENDED	1/29/2015	A8213	MALL CHEVROLET INC.
72285	1-4	STAKE TRUCK, 15,000 LB. GVWR, 11 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESSORIES	2015 FORD TRANSIT 350 EXTENDED LENGTH HIGH ROOF RWD	5/1/2015	A8211	DIFFLM
72285	1-4	STAKE TRUCK, 15,000 LB. GVWR, 12 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESSORIES	2015 FORD TRANSIT 350 EXTENDED LENGTH HIGH ROOF RWD	5/1/2015	A8211	DIFFLM
17763	6	PASSENGER VEHICLES (INCLUDING HYBRID), AUTOMOBILES VANS AND SUVs	2015 FORD FUSION SE HYBRID	Not Published Yet	A83025	ROUTE 23 AUTOWALL
17770	1-3	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2016 FORD FUSION SE HYBRID	Not Published Yet	A78758	HERTRICH FLEET SERVICES
1	1-3	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2016 CHEVROLET IMPALA LIMITED POLICE BC1/6C3	Not Published Yet	A88728	HERTRICH FLEET SERVICES
2	3-4	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2015 FORD SEDAN POLICE INTERCEPTOR FWD MARKED	Not Published Yet	A88728	CHAS S WINNER INC. DBIA WINNER FORD
3	5-6	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, 2WD/4WD	2015 CHEVROLET CAPRICE POLICE PATROL VEHICLE (PPV)	10/2/2015	A88728	HERTRICH FLEET SERVICES
4	7-8	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, 2WD/4WD	2015 FORD UTILITY POLICE INTERCEPTOR AWD	Not Published Yet	A88728	CHAS S WINNER INC. DBIA WINNER FORD
5	9-10	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2015 CHEVROLET TAHOE PPV 2WD	4/2/2015	A88728	HERTRICH FLEET SERVICES
6	11-12	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2015 DODGE DURANGO SSV AWD	8/16/2015	A88721	CELEBRITY CDJR
7	13-14	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2015 FORD EXPEDITION EL XL SSV AWD	Not Published Yet	A88730	BEYER FORD LLC
8	15-16	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2015 CHEVROLET TAHOE SSV AWD	4/2/2015	A88728	HERTRICH FLEET SERVICES
9	17-18	TRUCK, PICKUP CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY SSV, 4WD	2016 FORD EXPEDITION EL XL SSV AWD	Not Published Yet	A88728	CHAS S WINNER INC. DBIA WINNER FORD
10	19-20	TRUCK, PICKUP CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY SSV, 4WD	2015 CHEVROLET SILVERADO 1500 SSV 4WD	5/29/2014	A88731	CELEBRITY CDJR
11	21-22	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2015 FORD F-150 XL SSV SUPERCREW CAB SSV AWD	7/23/2015	A88729	HERTRICH FLEET SERVICES
12	23-24	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2016 DODGE CHARGER POLICE RWD	Not Published Yet	A88729	CHAS S WINNER INC. DBIA WINNER FORD
13	25-26	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2015 FORD SEDAN POLICE INTERCEPTOR FWD UNMARKED	Not Published Yet	A88728	HERTRICH FLEET SERVICES
17207	1-11	DUMP TRUCK, 39,000 LB. GVWR CAB, 57' CU. YD. 16' ALUMINUM BODY & ACCESS.	2016 INTERNATIONAL 4400 42	Not Published Yet	A79123	BUCKS COUNTY INT. INC
17210	1-4	WRECKER, 18,000 LB. GVWR EXT. CAB WITH 87 RECOVERY BOOM & 4,000 LB. WHEEL LIFT	2015 FORD F-550	12/31/2014	A82304	DIFFLM LLC
17217	1	TRUCK, 14,700 LB. GVWR CAB WITH 21 FT. REFRIGERATED BODY & POWER RAIL	2013 MACK GU533	Not Published Yet	A83008	BROWNE HUNTERDON MACK
17218	1-9	UTILITY TRUCK, 15,000 LB. GVWR CAB & CHASSIS WITH 11 FT. BODY AND ACCESSORIES	2015 FORD F-550	Not Published Yet	A83008	BROWNE HUNTERDON MACK
17219	1-9	UTILITY TRUCK, 15,000 LB. GVWR CAB & CHASSIS WITH 11 FT. BODY AND ACCESSORIES	2015 FORD F-550	Not Published Yet	A83008	BROWNE HUNTERDON MACK

NOTE: CUT-OFF DATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMERS ARE ADVISED TO PLACE ORDERS AS SOON AS POSSIBLE BUT NO LATER THAN ONE WEEK PRIOR TO CUT-OFF DATE.

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Coert Seely
	Phone/Fax: (973) 463-3065 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

2015 FORD EXPLORER 4WD BASE
STATE OF NEW JERSEY
CONTRACT # A83013

3.5L TI-VCT V6 (FFV)	AM/FM Stereo w/Single CD/MP3 Capable
Transmission: 6-Speed SelectShift Automatic	Cloth Bucket Front Seats
3.65 Axle Ratio	6-Way Power Driver Seat
Electronic Transfer Case	Manual Lumbar Support
Automatic Full-Time Four-Wheel Drive	4-Way Passenger Seat
58-Amp/Hr 650CCA Maintenance-Free Battery	60-40 Folding Split-Bench
175 Amp Alternator	Manual Tilt/Telescoping Steering Column
Towing w/Trailer Sway Control	Power Rear Windows and Fixed 3rd Row Windows
GVWR: 6,160 lbs	7 Person Seating Capacity
Gas-Pressurized Shock Absorbers	Fixed 50-50 Split-Bench Cloth 3rd Row Seat
Front And Rear Anti-Roll Bars	Remote Keyless Entry
Electric Power-Assist Speed-Sensing Steering	Cruise Control w/Steering Wheel Controls
18.6 Gal. Fuel Tank	Manual Air Conditioning
Quasi-Dual Stainless Steel Exhaust	Rear HVAC w/Separate Controls
Auto Locking Hubs	Chrome And Metal-Look Interior Accents
Strut Front Suspension w/Coil Springs	Full Cloth Headliner
Multi-Link Rear Suspension w/Coil Springs	Day-Night Rearview Mirror
4-Wheel Disc Brakes	Driver And Passenger Visor Vanity Mirrors
Wheels: 18" Painted Aluminum	Full Floor Console
Tires: P245/60R18 AS BSW	Front And Rear Map Lights
Steel Spare Wheel	Fade-To-Off Interior Lighting
Compact Spare Tire Mounted Inside Under Cargo	Full Carpet Floor Covering
Body-Colored Front Bumper	Driver / Passenger And Rear Door Bins
Body-Colored Rear Bumper	Power 1st Row Windows w/Driver 1-Touch Down
Black Bodyside Cladding and Wheel Well Trim	Delayed Accessory Power
Black Side Windows Trim and Front Windshield Trim	Power Door Locks w/Autolock Feature
Black Door Handles	Trip Computer
Black Power Side Mirrors	Outside Temp Gauge
Fixed Rear Window	Advancetrac
Deep Tinted Glass	Terrain Management System ABS
Speed Sensitive Variable Intermittent Wipers	Dual Stage Driver / Passenger Seat-Mounted Side Airbags
Front Windshield -inc: Sun Visor Strip	Low Tire Pressure Warning
Galvanized Steel/Aluminum Panels	Dual Stage Driver And Passenger Front Airbags
Gray Grille	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Liftgate Rear Cargo Access	Airbag Occupancy Sensor
Tailgate/Rear Door Lock Included	Passenger Knee Airbag
Roof Rack Rails Only	Mykey System
Fully Automatic Projector Beam Halogen Headlamps	Chimes and Beltminder w/Audio Mute
LED Brake Lights	Rear Child Safety Locks

Base Price \$ 24,708.00

Options for Explorer

Class III Trailer Towing Prep Package	\$	570.00
Splash Guards	\$	185.00
All Weather Mats	\$	75.00
10% Discount off MSRP Factory Options	\$	(83.00)
Undercoating	\$	390.00
Dome Light	\$	158.00
EDH 1900-Installer Series Wiring Harness	\$	440.00
PS-G6-A Power Distribution Panel w/Master Cut-Off Switch	\$	290.00
2" Ball and Pintle	\$	385.00
(4) Corner LEDs	\$	595.00
Vinyl Rear Seat	\$	450.00
Cage with mesh 12Vs	\$	597.00
Option Total	\$	4,052.00
Budget Total	\$	28,760.00

TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
T2007 13-x-22721	VEHICLES, SPORT UTILITY (SUV)	BEYER FORD LLC	83013

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BEYER FORD

Quote

170 Ridgedale Ave.
Morristown, NJ 07960

To: Passaic Valley

From: Coert Seely
Phone/Fax: (973) 463-3065 / (973) 884-2050

Vehicle: Beyer Fleet
Pick Up: 31 Williams Parkway
Location: East Hanover, NJ 07936

2016 FORD F-250 4WD REG CAB 137" WB

**STATE CONTRACT
A88727**

- 6.2L V8 Engine
- 6 speed automatic transmission with OD
- Part-time 4 wheel drive
- Front Mono-beam non-independent suspension
- Rear rigid axle leaf suspension with HD shocks
- Firm ride suspension
- Hydraulic power-assist re-circulating ball steering
- Front and rear 17" x 7.5" argent steel wheels
- LT245/75SR17OE BSW AS front and rear tires
- 2 doors
- Driver and passenger manual door mirrors
- Black door mirrors
- Black bumper
- Trailer hitch
- Trailer hames
- 8- Foot Bed
- Clearcoat paint
- Manual air conditioning
- Manual front windows
- Manual door locks
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rear view mirror
- Front cupholders
- Passenger vanity mirror
- Curtain 1st row overhead airbag restraint system
- Manual door locks

- Seating capacity of 3
- Front 40-20-40 split-bench seat
- 4-way driver seat adjustment
- Manual driver lumbar support
- 4-way passenger seat adjustment
- Center front armrest with storage
- AM/FM stereo radio
- 2 speakers
- Fixed antenna
- Halogen aero-composite headlights
- Variable Intermittent front windshield wipers
- Light tinted windows
- Front reading lights
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- 4-wheel ABS brakes
- Brake assist
- 4-wheel disc brakes
- AdvanceTrac w/Roll Stability Control electronic stability
- ABS and driveline traction control
- Dual front impact airbag restraint system
- Dual seat mounted side impact airbag restraint system
- SecurILock Immobilizer
- Manually adjustable front head restraints

Base Price \$ 22,750.00

Options for F250

3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	390.00
Power Equipment Group	\$	895.00
Skid Plates	\$	100.00
9,900 GVWR Package	\$	250.00
Upfitter Switches	\$	125.00
Roof Clearance Lights	\$	55.00
State Discount (10% off Factory MSRP Options)	\$	(181.50)
Amberance in Front	\$	425.00
Trailer Plug Installed	\$	185.00
Spray-In Bedliner	\$	550.00
Back Up Alarm	\$	175.00
Undercoating	\$	490.00
Dome Light	\$	158.00
Stirrup Step	\$	439.00
Amber Strobe Light	\$	395.00
Back Rack	\$	495.00
(4) Corner LEDs	\$	895.00
2" Ball and Joint	\$	385.00
Stahl model CST98VVS-48.5	\$	5,480.00
Crane reinforced floor	\$	650.00
Lift-Moore model L-21-7-ATB Crane	\$	6,997.00
This crane has the capacity to lift 2,000 lbs. at 3 ft. & 857 lbs. at 7 ft.		
Jack-leg included		

Option Total \$ 15,963.50
~~49,132.50~~
 Budget Total \$ 41,902.50
~~41,902.50~~
38,713.50

Quote is good for 60 Days

Date: 7/29/2015

TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
I2100_15-x-23639	VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	BEYER FORD LLC	88727

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BEYER FORD

Quote

170 Ridgedale Ave.
Morristown, NJ 07936

To:

From:

Coert Seely

31 Williams Parkway
East Hanover, NJ 07936

Phone/Fax: (973) 463-3065 / (973) 884-2100

**2015 FORD F-450 4WD REG CAB 141" WB 60" CA XL
STATE OF NEW JERSEY
CONTRACT # A88214**

Engine: 6.8L 3-Valve SOHC EFI V10
Transmission: TorqShift 5-Speed Automatic
4.88 Axle Ratio
Transmission w/Oil Cooler
Manual Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery
175 Amp Alternator
Towing w/Harness
9651# Maximum Payload
GVWR: 16,500 lb Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Manual Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS,
Wheels: 19.5" Argent Painted Steel
Tires: 225/70Rx19.5G BSW AS
Clearcoat Paint
Black Front Bumper w/2 Tow Hooks
Black Fender Flares
Black Side Windows Trim
Black Door Handles
Manual Extendable Trailer Style Mirrors
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Variable Intermittent Wipers
Light Tinted Glass
Fully Galvanized Steel Panels
Front License Plate Bracket
Black Grille

Radio: AM/FM Stereo w/Digital Clock
Vinyl 40-20-40 Split-Bench Front Seats
4-Way Driver Seat -inc: Manual Recline,
4-Way Passenger Seat -inc: Manual Recline
Manual Tilt/Telescoping Steering Column
Gauges
Temp, Engine Hour Meter and Trip Odometer
3 Person Seating Capacity
Front Cupholder
Manual Air Conditioning
Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Instrument Panel Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Outside Temp Gauge
Analog Display
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints
Driveline Traction Control
Side Impact Beams
Dual Stage Driver / Passenger Seat-Mounted Side Airbags
Dual Stage Driver / Passenger Front Airbags
Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts
Aero-Composite Halogen Headlamps

Price for Base Vehicle \$ 29,443.00

Options for F-450

4.88 Axle Ratio w/ Limited Slip	\$	360.00
225/70R19.5G (2) Front All-Season & (4) Rear Traction BSW Tires	\$	215.00
Power Equipment Group	\$	895.00
Trailer Tow Package	\$	155.00
NJ State Contract Discount	\$	(162.50)
Timberance Load Boosters in Front	\$	425.00
Undercoating	\$	490.00
Dome Light	\$	158.00
Back Up Alarm	\$	175.00
Trailer Plug	\$	185.00
2" Ball and Pintle	\$	650.00
3-4 Yrd Air Flow Dump Body	\$	6,597.00
Tarp and Roller	\$	400.00
Coal Chute Installed in Rear Tailgate (Center)	\$	425.00
Strobe Light w/Self Leveling Bracket	\$	495.00
Western 9' Pro Plus Snow Plow Incl Snow Plow Prep Package	\$	5,295.00
Stirrup Step	\$	469.00
(4) Corner LEDs	\$	695.00

	\$	17,921.50
Total	\$	17,921.50
Budget Total	\$	47,364.50
		<i>42,069.50</i>

Quote is good for 60 Days

TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
12102 15-x-23641	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	BEYER FORD LLC	88214

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**RESOLUTION 15-95
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0483-08-r-39975 70256
PROCUREMENT OF COMPUTER EQUIPMENT**

DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, PVWC requires the procurement of three (3) new laptop computers, one (1) laptop computer for PVWC's Purification Department, with the remaining laptop computers as spares to be distributed on an as-required basis; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said computer equipment in the total amount of \$3,186.57 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-08-r-39975 70256 (herein the "State Contract"), and a copy of a memorandum dated July 28, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$3,186.57; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	A YE	N AY	A BSTAIN	A BSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

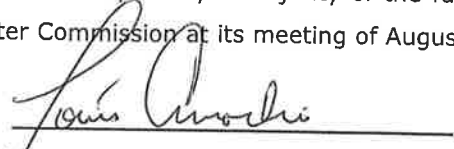

President
CHRystal CLEAVES


Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.

A handwritten signature in black ink, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #M0483-08-r-39975 70256
PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED JULY 28, 2015
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 28, 2015

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **State Contract Purchase – Contract # M0483-08-r-39975 70256
Computers and Monitors**

The Purification Department has requested a lap top to be able to work remotely and we are requesting two spares for a total of three (3) lap tops (quote attached).

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$3,186.57**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓
J. Gallagher

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **State Contract Purchase M0483-08-r-39975 70256**


Amount of Project or Contract: \$ 3,186.57

1. Acct: # 001-0604-416-65-03 Computer Equipment

Specific Appropriation to which expenditures will be charged: Budget 2015

Other comments: Single Purchase: August 2015
Computer Equipment

Date of Certification: 07/28/2015 Certified: \$ 3,186.57



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb



Quote 1013831757358.1
PASSAIC VALLEY WATER COMMISSIO

Salesperson

Salesperson Name
Cam Mullarkey

Salesperson Email
Cam_Mullarkey@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
7254105

Quote Details

Quote Date
07/27/2015

Quote Validity
08/26/2015

Solution ID

Billing Details

Company Name
PASSAIC VALLEY WATER COMMISSIO

Customer Number
133751762

Phone Number
1(973) 803-0563

Address
1525 MAIN AVE
CLIFTON
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude 15 5000 Series CTO	3	\$1,062.19	\$3,186.57
		Subtotal	\$3,186.57
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		Total	\$3,186.57

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Cam Mullarkey

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details

Shipping Details

Shipping Contact: LINDA BECKERING
 Shipping Phone No: 1(973) 340-4315
 Shipping via: Standard Ground
 Shipping Address: 1525 MAIN AVE
 CLIFTON
 NJ 07011-2195
 US

Product Price Details

Subtotal	\$3,186.57
Tax	\$0.00
Shipping and Handling	\$0.00
Environmental Fee	\$0.00
Total	\$3,186.57

Description	Quantity	Unit Price	Subtotal Price
Latitude 15 5000 Series CTO	3	\$1,062.19	\$3,186.57

Estimated Delivery Date: 08/12/2015
 Contract Code: WN88ABZ
 Customer Agreement No: 70256 WSCA/NASPO

210-ABGO	Latitude 15 5000 Series	3	-	-
338-BEOS	4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core)	3	-	-
421-8067	Windows 7 Professional, 64-bit, No Media, Latitude, English	3	-	-
630-AABP	Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude	3	-	-
370-AAPD	4GB Single Channel DDR3L 1600MHz (4GBx1)	3	-	-
400-ABMT	320GB 7200rpm Hard Drive	3	-	-
490-BBNB	Intel Integrated HD Graphics 4400	3	-	-
429-AAIL	8X DVD+/-RW Media Bay Drive	3	-	-
451-BBDW	6-cell (65Wh) Lithium Ion battery with ExpressCharge	3	-	-
319-BBBH	Software for Integrated Camera	3	-	-
492-BBEM	65W AC Adapter, 3-pin	3	-	-
325-BBCC	Light Sensitive Webcam and Noise Cancelling Digital	3	-	-

	Array Mic			
537-BBBD	E5 Power Cord (US)	3		
555-BBHI	Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card	3		
391-BBJD	15.6" HD (1366x768) Wide View Anti-Glare WLED- backlit	3		
583-BBJJ	Internal English Dual Pointing Backlit Keyboard	3		
650-AAAM	No Anti-Virus Software	3		
346-BBFY	Fingerprint Reader (Dual Pointing) Palmrest	3		
430-XXYG	No Resource DVD	3		
551-BBBJ	No Intel Responsive	3		
631-AACH	No Out-of-Band Systems Management	3		
800-BBGF	BTO Standard shipment Air	3		
340-ACOS	System Documentation, English	3		
555-BBQK	Intel Wireless 7260 driver	3		
421-9984	Dell Data Protection Encryption Personal Edition Digital Delivery	3		
954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year	3		
620-AAOH	No Media	3		
637-AAAD	Dell Backup and Recovery Basic	3		
387-BBIL	Energy Star 6.0	3		
389-BCCI	Intel Core i5 Processor Label	3		
330-6322	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks	3		
340-AAUC	Dell Digital Delivery Cirrus Client	3		
421-9982	Thank you for buying Dell	3		
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	3		
422-0052	SW,MY-DELL, CRRS	3		
551-BBBU	Latitude 15 5000 Software Drivers	3		
640-BBDI	Adobe Reader 11	3		
640-BBEU	Dell Data Protection Protected Workspace	3		
640-BBHQ	Not Selected in this Configuration	3		
640-BBHR	Visit www.dell.com/encryption	3		
658-BBNF	Waves Maxx Audio Royalty	3		
329-BCEI	Intel Core i5-4310U Processor Base, Integrated Graphics, Express Card Reader	3		
340-AFZW	Ship Material, Shuttle, Mix Model	3		
389-BCZZ	Regulatory Label, Non-Touch	3		
430-XXYY	No Power DVD	3		
340-ADNT	System Documentation, English	3		
332-1286	US Order	3		
634-BENZ	No DDP ESS Software	3		
460-BBLG	Dell Professional Topload 15.6 inch Carry Case	3		
975-3461	Dell Limited Hardware Warranty Extended Year(s)	3		
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	3		
997-6662	ProSupport: Next Business Day Onsite, 1 Year	3		
997-6664	ProSupport: Next Business Day Onsite, 2 Year Extended	3		
997-6673	ProSupport: 7x24 Technical Support, 3 Years	3		
997-6727	Dell Limited Hardware Warranty	3		

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Beckering, Linda

From: Simone, Wendy
Sent: Tuesday, July 21, 2015 4:03 PM
To: Beckering, Linda
Subject: lap top

Could you please order me a lap top would like it supplied with e-mail, payroll, excel, word and also the plants S-drive.
Thanks wendy

Passaic Valley Water Commission
Supervisor of Operations
e: wsmone@pvwc.com

WP: 973-237-2044
CP: 973-296-2265

RESOLUTION 15-96
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-2 "Professional Services (New Jersey Licensed Title Company) for Title Searches and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, notwithstanding solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received no responses for the Project; and

WHEREAS, PVWC re-solicited for professional services (or extraordinary un-specifiable services), through the Fair and Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, notwithstanding re-solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project on August 11, 2015 PVWC also received no responses to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project; and

WHEREAS, the firm of Passaic Valley Title Service, Inc. (the "Awardee") of Clifton, New Jersey is professionally qualified and capable of performing the required services with respect to the Project and is hereby awarded the Project; and

WHEREAS, a form of the Contract for the Project is attached hereto and made a part hereof (the "Contract"); and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the appropriate financial certification attached hereto; and

WHEREAS, the solicitation is on file in the office of the Administrative Secretary and available for inspection;


NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7 for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	—	—	<u>X</u>	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.


 President
CHRYS TAL CLEAVES


 Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 11, 2015


FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 15-P-2 (Re-Solicitation)**
Professional Services (New Jersey Licensed Title Company)
For Title Searches and Related Matters

No proposals were received for the above stated Professional Service.

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Project 15-P-2 (Re-Solicitation)
Professional Services (New Jersey Licensed Title Company)
For Title Searches and Related Matters

Proposals Received August 11, 2015

BIDDERS	Ownership, Insurance, BRC & EEO	TOTAL AMOUNT OF CONTRACT	REMARKS
	Ownership Insurance BRC EEO		

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Passaic Valley Title Service, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1037 Route 46 East, Suite C106, Clifton, New Jersey 07013.

WHEREAS, PVWC requires Professional Services to assist it in implementing Project 15-P-2 (Re-Solicitation) "Professional Services (New Jersey Licensed Title Company) for Title Searches and Related Matters" (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which are collectively referred to herein as the "RFP", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.
2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be invoiced by the PROFESSIONAL on a Time-and-Materials, Not-to-Exceed basis. The blended rate authorized for the PROJECT shall be fixed at \$135.00/hour for professional staff. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.
4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.
5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.
6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.
7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.
8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.
9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:
 - a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and
 - b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) 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 and 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 the provisions of this nondiscrimination clause.

b) 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.

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

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal

or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. The agreed to schedule of PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be attached hereto and made a part hereof.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

PASSAIC VALLEY TITLE SERVICE, INC.

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION

**EXHIBIT "A"
TO PROFESSIONAL SERVICES AGREEMENT**

**(THE RFP FOR THIS PROJECT IS ON FILE IN THE
OFFICE OF THE ADMINISTRATIVE SECRETARY)**

RESOLUTION 15-97
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-20 "Professional Services for Medical Insurance Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, notwithstanding solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received no responses for the Project; and

WHEREAS, PVWC re-solicited for professional services (or extraordinary un-specifiable services), through the Fair and Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, notwithstanding re-solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project on August 11, 2015 PVWC received a response to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from one (1) professional services provider (or provider of extraordinary unspecifiable services); and

WHEREAS, the sealed proposal was then opened and evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the evaluation of the response received, the firm of Brown and Brown Metro, Inc. (the "Awardee") of Roseland, New Jersey was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received August 11, 2015 for the Project (hereinafter the "Response"); and

WHEREAS, the Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection, will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract"); and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the appropriate financial certification attached hereto; and

WHEREAS, the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for inspection;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
GRADDY, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
KOLODZIEJ, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BAZIAN M.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DE VITA, T.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRYSTAL CLEAVES




Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 11, 2015

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzhak Weiss

RE: **Contract # 15-P-20 (Re-Solicitation)**
Professional Services for Medical Insurance Issues

The Purchasing Department has reviewed proposals for the above stated Professional Service for required documents and affirmative action requirements.

One (1) proposal was received, that of **Brown and Brown Metro**, of Roseland, New Jersey, with no direct cost to PVWC.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR
EXTRAORDINARY UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE

- A. Name of Firm
Brown & Brown Metro, Inc.
- B. Mailing Address of Firm:
*56 Livingston Avenue
P.O Box 369
Roseland, NJ 07068*
- C. Firm's Primary Contact Person for this Project:
1. Name: *Dominick Cinelli*
 2. Telephone Number: *973-549-1967*
 3. Facsimile Number: *973-549-1007*
 4. E-mail Address: *dcinelli@bbmetro.com*
1. Name: *Keith Furlong*
 2. Telephone Number: *732-687-0880*
 3. E-mail Address: *keith@gatewaymedia.biz*
- D. Firm's Alternate Contact Person for this Project:
1. Name: *Thomas Fletcher*
 2. Telephone Number: *973-549-1935*
 3. Facsimile Number: *973-549-1007*
 4. E-mail Address: *tfletcher@bbmetro.com*
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: *N/A*
 2. Address of Subcontractor's Firm:
 3. Subcontractor's Contact Person:
 4. Telephone Number:
 5. Facsimile Number:
 6. E-mail Address:
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
N/A

Brown & Brown Metro, Inc. Schedule of Hourly

Rates and Charges

This page serves as the separate sheet requesting our schedule of Hourly Rates and Charges listed in the Request for Qualification under the requested Appendix.

In response to Passaic Valley Water Commission's request, please note that Brown & Brown and DIG Insurance Group, LLC currently receive commissions directly from the carriers for services. We do not charge hourly rate and there will not be additional charges for services outlined within our RFQ response. Commissions are split at 50% Brown and Brown Metro and 50% DIG Insurance Group LLC provided that work is performed in accordance to the service agreements. Expenses are to be shared in the same proportion.

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Brown and Brown Metro, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 56 Livingston Avenue, Roseland, New Jersey 07068.

WHEREAS, PVWC requires Professional Services to assist it in implementing Project 15-P-20 (Re-Solicitation) "Professional Services for Medical Insurance Issues" (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated August 11, 2015, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.
2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC

may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT shall be as stipulated and/or required by PVWC in Appendix F, or, where not stipulated and/or required by PVWC in Appendix F, shall be in accordance with the PROPOSAL (refer to Exhibit A attached hereto). The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) 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 and 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 the provisions of this nondiscrimination clause.

b) 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.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the

contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any

court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Personnel, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

BROWN AND BROWN METRO, INC.

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION
EXHIBIT "A"
TO PROFESSIONAL SERVICES AGREEMENT
(PROFESSIONAL'S PROPOSAL IS ON FILE IN THE
OFFICE OF THE ADMINISTRATIVE SECRETARY)

RESOLUTION 15-98
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on July 28, 2015 for Contract 15-B-37 "Residuals Thickening Aid Polymer"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality); and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the single bid received by PVWC on July 28, 2015, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 15-B-37 "Residuals Thickening Aid Polymer" in

accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

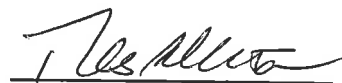
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES

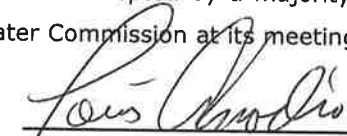


Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 28, 2015

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 15-B-37**
Residuals Thickening Aid Polymer

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations. The Finance Department has certified the availability of funds (see attached).

One (1) bid was received, that of **Polydyne, Inc.**, of Riceboro, Georgia, in the amount of **\$190,900.00**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Contract # 15-B-37
Residuals Thickening Aid Polymer

Bids Received: July 28, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne, Inc. One Chemical Plant Road Riceboro, Georgia 31325 polybiddpt@smfhc.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,909.00/Tote \$190,900.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **15-B-37 - Polydyne, Inc.**

Amount of Project or Contract: \$ 190,900.00

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year Contract Commencing: August 2015
Residuals Thickening Aid Polymer

Date of Certification: 07/28/2015 Certified: \$ 190,900.00


Y. Zochak-Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION 15-99
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-29 "Professional Engineering Services for Materials Selections/Applications and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, notwithstanding solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received no responses for the Project; and

WHEREAS, PVWC re-solicited for professional services (or extraordinary un-specifiable services), through the Fair and Open

Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, notwithstanding re-solicitation to vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project on August 11, 2015 PVWC also received no responses to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project; and

WHEREAS, the firm of Materials Selection Resources, Inc. (the "Awardee") of Pennington, New Jersey is professionally qualified and capable of performing the required services with respect to the Project and is hereby awarded the Project; and

WHEREAS, a form of the Contract for the Project is attached hereto and made a part hereof (the "Contract"); and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the appropriate financial certification attached hereto; and

WHEREAS, the solicitation is on file in the office of the Administrative Secretary and available for inspection;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7 for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

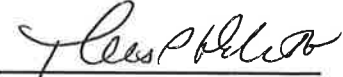
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
GRADDY, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
KOLODZIEJ, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BAZIAN M.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DE VITA, T.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES



Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 11, 2015

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 15-P-29 (Re-Solicitation)**
Professional Services for Materials Selection/Applications
And Related Matters

No proposals were received for the above stated Professional Service.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract:

Professional Engineering Services for Project # 15-P-29 – Professional Services for Materials Selections/Applications and Related Matters. (**Materials Selection Resources**).

Amount of Project or Contract not to exceed: **\$60,000**

Total amount of all Engineering Services for 2015 not to exceed budgeted amount of : \$370,800

1. Acct #: 001-0301-413.31-01 **BUDGET 2015**

Other Comments: **Professional Services**

Date of Certification: August 13, 2015



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

Project 15-P-29 (Re-Solicitation)
 Professional Engineering Services for Materials Selection/Applications
 and Related Matters

Proposals Received August 11, 2015

BIDDERS	Ownership, Insurance, BRC & EEO	TOTAL AMOUNT OF CONTRACT	REMARKS
	Ownership _____ Insurance _____ BRC _____ EEO _____		_____ _____ _____ _____
			_____ _____ _____ _____
			_____ _____ _____ _____
			_____ _____ _____ _____
			_____ _____ _____ _____

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Material Selection Resources, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 8 Hester Court, Pennington, New Jersey 08534.

WHEREAS, PVWC requires Professional Services to assist it in implementing Project 15-P-29 (Re-Solicitation) "Professional Engineering Services for Materials Selections/Applications and Related Matters" (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which are collectively referred to herein as the "RFP", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be invoiced by the PROFESSIONAL on a Time-and-Materials, Not-to-Exceed basis. In no event shall the total amount authorized for the PROJECT exceed \$60,000.00 without prior written permission from the Commission. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.
4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.
5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.
6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.
7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.
8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.
9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:
 - a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and
 - b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) 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 and 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 the provisions of this nondiscrimination clause.

b) 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.

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

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal

or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. The agreed to schedule of PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be attached hereto and made a part hereof.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

MATERIAL SELECTION RESOURCES, INC.

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION
EXHIBIT "A"
TO PROFESSIONAL SERVICES AGREEMENT
(THE RFP FOR THIS PROJECT IS ON FILE IN THE
OFFICE OF THE ADMINISTRATIVE SECRETARY)

RESOLUTION 15-100
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 19, 2015

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: DE VITA

Seconded by Commissioner: KOLODZIEJ

WHEREAS, Mr. Robert Austin & Mrs. Jo-anne Austin, husband and wife, ("Mr. and Mrs. Austin") and the Passaic Valley Water Commission ("PVWC") are desirous of entering into an Indemnification and Hold Harmless Agreement to construct a new one story addition within the footprint of their existing wooden deck, to construct a new deck (with stairs) adjacent to the said new addition, to replace an existing sidewalk, and to allow an existing concrete patio to remain in the backyard of their property (located at 20 Malcolm Court, Lot 74, Block 75.13, Clifton, New Jersey); each of which encroaches on said PVWC easement; for certain limited purposes as set forth in a form of agreement with referenced attachment (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Agreement has been reviewed and found to be acceptable by the Director of Engineering and the Executive Director, and a memorandum dated August 4, 2015 to that effect is attached hereto (in above-referenced Exhibit A) and made a part hereof, and PVWC's General Counsel has approved the Agreement (as to form and legality); and

WHEREAS, PVWC and Mr. and Mrs. Austin have agreed to enter into the Agreement as authorized for the purpose, or purposes, as set forth in the Agreement; and

WHEREAS, PVWC hereby permits Mr. and Mrs. Austin to construct a new one story addition within the footprint of their existing wooden deck, to construct a new deck (with stairs) adjacent to the said new addition, to replace an existing sidewalk, and to allow their existing concrete patio to remain in the backyard of their property; all as set forth in the Agreement; and further provided that no future encroachments or

structures will be constructed by Mr. and Mrs. Austin, or their lawful successors and assigns, except as may otherwise be made by mutual agreement and memorialized in writing as a signed and fully executed amendment to this agreement;


NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the Commission hereby authorizes and approves the Agreement between PVWC and Mr. & Mrs. Austin.
2. That appropriate officials of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	—	—	—	<u>X</u>
KOLODZIEJ, G.	<u>X</u>	—	—	—
BAZIAN M.	—	—	—	<u>X</u>
DE VITA, T.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



 President
CHRystal CLEAVES


 Secretary
THOMAS P. DE VITA

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 19, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT**

EXHIBIT A

**EXHIBIT A TO RESOLUTION
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement (the "AGREEMENT") between PASSAIC VALLEY WATER COMMISSION, "Indemnitee" (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011, and ROBERT AUSTIN and JO-ANNE AUSTIN (the "Indemnifier"), having a residence at 20 Malcolm Court, Lot 74, Block 75.13, Clifton, New Jersey 07011 (the "Premises").

WHEREAS, Indemnifier, and/or individuals or agencies or agents within their purview acting at their direction, and/or on their behalf, and/or for their benefit ("Indemnifier") desire PVWC'S consent to construct a new one story addition within the footprint of their existing wooden deck, to construct a new deck (with stairs) adjacent to the said new addition, to replace an existing sidewalk, and to allow the existing concrete patio to remain in their backyard of their said property (the "Project"); under which PVWC retains a 66 foot wide easement; all as shown in site plan excerpt related to the Premises from Drawing dated March 23, 2015 prepared by George A. Held, AIA and Associates, and entitled "Site Plan Partial Basement/Foundation Plan- First floor Plan", including thereon PVWC's required changes dated August 4, 2015 (the "Drawing"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, PVWC hereby permits the construction of the Project in accordance with the Drawing, provided that no future encroachments or structures will be constructed by Indemnifier, except as may otherwise be made by mutual agreement and memorialized in writing as a signed and fully executed amendment to this agreement;

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

Indemnifier hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property or injury to or death of persons occurring in connection with or arising out of the proposed Project, nor with any or all pre-existing structures in connection with the PVWC premises by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omissions or negligence of any persons or entities including any equipment, fixture, apparatus or facilities in connection with or related to said activities. Indemnifier agrees to hold PVWC harmless, indemnify and save PVWC from the claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with its use of PVWC's above-stated easement area and any related, adjacent or contiguous properties or facilities (the "Premises").

All insurance policies required hereunder shall include PVWC as an additional insured as respects the acts of Indemnifier and any such coverage shall be primary; and written evidence of same by way of an Endorsement to the Policy specifically naming PVWC as an Additional

Insured shall be provided to PVWC prior to commencement of any activities at or about the Premises as contemplated hereunder.

The signatories hereto, hereby represent they have been duly authorized to execute this document in accordance with law, on behalf of, and bind the parties, and their successors and assigns, in perpetuity, hereto with respect to the obligations, duties, liabilities and responsibilities, both explicit and implicit, as set forth in this Agreement.

Witness:

Notary

By: _____
ROBERT AUSTIN

Notary

By: _____
JO-ANNE AUSTIN

Attest:

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President