

RESOLUTION #16-24
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 16-P-47 "Professional Services for GIS to CIS Integration" (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, 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 has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from at least one (1) professional (or provider of extraordinary un-specifiable services) provider; and

WHEREAS, the response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated

January 21, 2016 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of the response received, and as can be seen from the above-referenced PVWC memorandum, the firm of Hatch Mott MacDonald, LLC of Iselin, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received January 7, 2016 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$380,750.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

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

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit C;

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, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$380,750.00, 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.

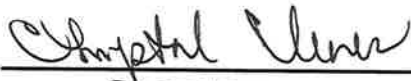
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	___	___	___	<u>X</u>
BLUMENTHAL D.	___	___	___	<u>X</u>
FRIEND, G.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.

A handwritten signature in black ink, reading "Louis Amodio", written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-47
"PROFESSIONAL SERVICES FOR
GIS TO CIS INTEGRATION"**

PVWC MEMORANDUM DATED JANUARY 21, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 21, 2016

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Request to Award Project No. 16-P-47 "Professional Services for GIS to CIS Integration"

Summary

It is recommended that Project No. 16-P-47 "Professional Services for GIS to CIS Integration" (the "Project") be awarded to Hatch Mott MacDonald, LLC of Iselin, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$380,750.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on January 7, 2016 one (1) response was received and subsequently evaluated by PVWC for the Project.

The requested professional services include programming required to integrate PVWC's existing Geographic Information System (GIS) with PVWC's new Harris Advanced Customer Information System (CIS).

Phase 1 of the previously successfully completed GIS project included mapping of the water distribution network and customer locations, which effort was completed efficiently and effectively by the same and only Consultant who proposed on the Phase 2 Project. Awarding the Phase 2 Project to the Consultant provides continuity and consistency between the Phase 1 Project and the upcoming Phase 2 Project.

Phase 2 of the Project will allow PVWC to capture customer information and various types of service calls directly from the CIS database to GIS. The Project will include the development of customized GIS tools and methods that will enable transmission of customer notification requests from within the GIS environment to the CIS database for outreach to customers during planned and emergency outages. Tools will also be developed in GIS that will allow PVWC staff to enter new addresses into GIS from new service requests, validate the physical location of each new address, assign a new location ID through GIS, and transfer the new accounts to CIS for final processing by PVWC's Customer Service Department.

The Consultant was determined to be professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is advantageous to PVWC, price and other factors considered, and the above stipulated not-to-exceed amount submitted by them for required professional services appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

It is recommended that, subject to review and approval by the Law Department, the Project be awarded to Hatch Mott MacDonald, LLC of Iselin, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$380,750.00.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-47
"PROFESSIONAL SERVICES FOR
GIS TO CIS INTEGRATION"**

FORM OF AGREEMENT

EXHIBIT B

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 Hatch Mott MacDonald, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-47 "Professional Services for GIS to CIS Integration" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing 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 January 7, 2016, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit C; 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 the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$380,750.00. 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 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.

HATCH MOTT MACDONALD, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

PROFESSIONAL'S PROPOSAL

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-47
"PROFESSIONAL SERVICES FOR
GIS TO CIS INTEGRATION"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 16-P-47
"PROFESSIONAL SERVICES FOR
GIS TO CIS INTEGRATION"

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

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 # 16-P-47 – Professional Services for Professional Services for GIS to CIS Integration. (**Hatch, Mott, MacDonald, LLC**).

Amount of Project or Contract not to exceed: **\$380,750**

1. Acct #: 001-0901-419.95-07 **BUDGET 2016**

Other Comments: **Capital project**

Date of Certification: February 5, 2016



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

**RESOLUTION #16-23
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-
SHARED (COOPERATIVE) SERVICES AGREEMENT
(16 7234 8056 RA) WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

DATE OF ADOPTION: FEBRUARY 17, 2016

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 21, 2015, and a Shared (Cooperative) Services Agreement (USDA Agreement 16 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2016 and continue through September 30, 2016; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,331.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, and Director of Purchasing; (and General Counsel, as to form and legality), and is recommended for acceptance; and

WHEREAS, a copy of the Director of Engineering's memorandum dated February 2, 2016, along with a copy of the Agreement and other

relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC has determined that the public health, safety, and welfare of its Customers can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, and PVWC and USDA are such entities; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;

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

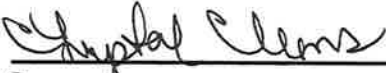
1. That the Agreement in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to USDA; all as set forth hereinabove; and
2. That the appropriate Officers and Employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VANNOY, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, G.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
BLUMENTHAL D.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ



Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED FEBRUARY 2, 2016**

**USDA CORRESPONDENCE DATED DECEMBER 21, 2015
AND USDA AGREEMENT 16 7234 8056 RA**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 2, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Cooperative Services Agreement with USDA for
Canada Goose Damage Management Project

Summary:

It is recommended that the Commission authorize and approve the shared (cooperative) services agreement with The United States Department of Agriculture ("USDA") for USDA to provide assistance to PVWC for the Canada Goose Damage Management Project.

This Project is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs.

The said Project would commence on or about February 1, 2016 and continue through September 30, 2016 with PVWC's financial contribution to USDA to be in the amount of \$11,331.00.

Background:

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 21, 2015, and a Shared (Cooperative) Services Agreement (USDA Agreement 16 7234 8056 RA), (the "Agreement") for USDA to assist PVWC in a Canada Goose Damage Management Project.

The performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2016 and continue through September 30, 2016.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,331.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement.

Subject to review and approval by the Law Department, it is recommended that the Commission authorize and approve the shared (cooperative) services agreement with USDA.



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

New Jersey State Office
40-C Locust
Drive Road
Littleton, NJ 08867

(609) 735-5654
(609) 735-0821 Fax

21 December 2015

Dear Cooperator:

We look forward to assisting with your integrated Canada goose management in 2016. Enclosed you will find the following documents for review:

1. Work Initiation Document for Wildlife Damage Management (WS Form 12A)
2. Cooperative Service Agreement (4 copies)

Please sign and date all four original copies of the Agreement as well as the one original copy of the WS Form 12A. A Tax Identification Number must be provided on the Agreement's signature page, in order for this Agreement to be executed. Lastly, please complete the financial contact information on the last page.

Return four signed original copies of the Agreement and one signed original copy of the WS Form 12A using the enclosed self-addressed envelope by February 1, 2016. Or mail to the following address:

USDA APHIS Wildlife Services
Attn: April Simnor
350 Corporate Blvd.
Robbinsville, NJ 08691

A fully executed Agreement with original signatures will be returned to you. If you have any questions, feel free to call me at (609) 259-5254.

Sincerely,

April Simnor
Wildlife Biologist



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

COOPERATIVE SERVICE AGREEMENT
between
PASSAIC VALLEY WATER COMMISSION (PVWC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and PVWC mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

PVWC:
Joseph A. Bella
Executive Director
800 Union Boulevard
Totowa, NJ 07512-2211

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 - 5654 Ext. 11

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joseph A. Bella or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Joseph A. Bella and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

PVWC agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by PVWC. PVWC will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
 2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). PVWC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. PVWC ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
 3. To designate to APHIS WS the PVWC authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
 4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
 5. APHIS WS shall be responsible for administration and supervision of the program.
 6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
-

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PVWC as described in the Work and Financial Plans.
2. To designate to PVWC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PVWC for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and PVWC shall have the right to inspect and audit such records.
4. To coordinate with PVWC before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.

ARTICLE 10

PVWC certifies that APHIS WS has advised PVWC that there may be private sector service providers available to provide wildlife management services that PVWC is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PVWC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

PVWC Taxpayer Identification Number (TIN) _____

PVWC:

BY: _____ Date _____
Joseph A. Bella
Executive Director
800 Union Boulevard
Totowa, NJ 07512-2211

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____
Aaron Guikema
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at PVWC (Passaic County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on PVWC properties can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

PVWC has employed on their property non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at PVWC property.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at PVWC and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and PVWC will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PVWC's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PVWC summarizing Canada goose management pursuant to this Agreement no later than 30 September 2016.

Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 5,761
Vehicle (Fuel & Maintenance)	\$ 1,357
Travel	\$ 1,635
Supplies & Equipment	\$ 159
Subtotal (Direct Costs)	\$ <u>8,912</u>
Pooled Job Costs	\$ 980
Indirect Costs	\$ 1,439
TOTAL	\$ <u>11,331</u>

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed \$11,331.

Billing Cycle: Quarterly

Financial Point of Contact

PVWC:

Name: _____
Address: _____
Phone: _____

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

PASSAIC VALLEY WATER COMMISSION

**SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

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: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) from February 1, 2016 – September 30, 2016


Amount of Project or Contract: \$ 11,331.00

1. Acct: # 001-2002-423-40-21 Groundskeeping

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Eight (8) Month Contract Commencing: February 2016

Date of Certification: 02/02/2016 Certified: \$ 11,331.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING APPLICATION FOR A LOAN FROM THE NEW
JERSEY ENVIRONMENTAL INFRASTRUCTURE FINANCING
PROGRAM**

DATE OF ADOPTION: FEBRUARY 17, 2016

RESOLUTION NUMBER: 16-22

**Water Storage Improvements-Phase 1
Levine Water Tanks
NJEIT Project No. 1605002-014**

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, the Passaic Valley Water Commission (the "Commission") intends to file an application with the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Environmental Infrastructure Trust for a project described on Exhibit A attached hereto pertaining to the Water Storage Improvements Phase 1-Levine Water Tanks, (the "Project"); and

WHEREAS, the NJEIT requires that the Commission authorize said application and authorize designated representative(s) to sign and file the NJEIT loan application, and that a certified copy of a resolution adopted by the Commission be forwarded to NJDEP as part of the application requirements; and

WHEREAS, it is in the best interests of PVWC, its users and constituent municipalities for PVWC to approve the submission of an application for the Project and to designate the said authorized personnel to sign and file the said application with NJDEP;

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

1. The application of the Commission for the Project is hereby approved.

2. That Joseph A. Bella, Executive Director, and James G. Duprey, Director of Engineering, each be authorized to act as an Authorized Representative to represent the Passaic Valley Water Commission in all matters relating to the Project undertaken pursuant to the above-referenced New Jersey Environmental Infrastructure Loan to be executed with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. The Authorized Representatives may be contacted at: Passaic Valley Water Commission, 1525 Main Avenue, Clifton, New Jersey, 07011 and at telephone number (973) 340-4306.

3. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intent of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	___	___	___	<u>X</u>
BLUMENTHAL D.	___	___	___	<u>X</u>
FRIEND, G.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

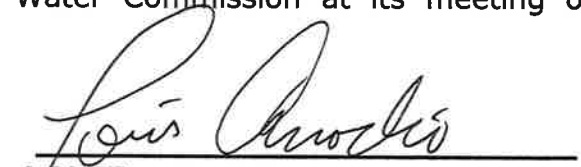
President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

The Project consists of constructing two (2) water storage tanks at 2.5 mg each (5.0 mg total) at the Levine Reservoir site. The design of the Phase 1 Levine Water Tank Project is anticipated to be completed in August of 2017. Construction will take place following award of the construction contract. The construction cost is anticipated to be approximately \$18,700,000, and is included on PVWC's 5-year capital plan.

RESOLUTION #16-21
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT PURCHASES FOR THREE (3) VEHICLES FOR
PVWC'S ENGINEERING AND PUMP STATION DEPARTMENTS

DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, PVWC requires the procurement of two (2) vehicles for PVWC's Engineering Department and one (1) vehicle for PVWC's Pump Station Department, for a total of three (3) vehicles; 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 the vendors set forth below (the "Awardees") under the following State Contracts and in the total amount of \$83,096.00 as follows:

- a. Two (2) Year 2016 Ford Explorer 4WD (State Contract #T2007-13-x-22721 A83013) from Beyer Ford of Morristown, New Jersey in the total amount of \$53,966.00 (\$26,983.00 each),
- b. One (1) Year 2016 Ford F150 4 X 4 Crew Cab (State Contract #T2776 15-x-23642 A88728) from Winner Ford of Cherry Hill, New Jersey in the total amount of \$29,130.00, and

WHEREAS, a copy of a memorandum dated February 9, 2016 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 Awardees; 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 purchases of the above-referenced vehicles under the referenced State Contracts are hereby awarded to the Awardees in the various amounts as set forth 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 the State Contracts as also set forth hereinabove.

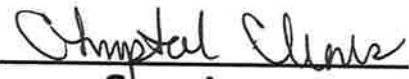
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	___	___	___	<u>X</u>
BLUMENTHAL D.	___	___	___	<u>X</u>
FRIEND, G.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT PURCHASES FOR THREE (3) VEHICLES FOR
PVWC'S ENGINEERING AND PUMP STATION DEPARTMENTS**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED FEBRUARY 9, 2016
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 9, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase**
T2007-A83013 – 2016 Ford Explorer 4WD
T2776-A88728 – 2016 Ford F150 4X4 Crew Cab

These purchases will be for the Engineering Department and the Pump Station (breakdown of vehicle replacement is attached).

The State Contract purchases will be from **Beyer Ford**, of Morristown, New Jersey for two (2) 2016 Ford Explorer at a unit cost of \$26,983.00 – total \$53,966 (for Engineering), and from **Winner Ford**, of Cherry Hill, New Jersey for one (1) 2016 Ford F-150 4X4 Crew Cab at a cost of \$29,130.00 (Pump Station) The total price for all three (3) vehicles is \$83,096.00. Funds for this purchase have been budgeted under our 2016 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey

Duprey, Jim

From: Porcaro, Patrick
Sent: Tuesday, February 09, 2016 1:44 PM
To: Duprey, Jim
Subject: Engineering and Pump Station Vehicles
Attachments: doc05182020160120154038.pdf; doc05181920160120153616.pdf

From: Reinhardt, Cindy
Sent: Thursday, January 21, 2016 12:43 PM
To: Beckering, Linda
Cc: Byrne, Kevin; Lorfink, Robert; Porcaro, Patrick
Subject: Engineering and Pump Station Vehicles

Good Afternoon,

Due to age and excessive wear-and-tear the following vehicles need to be replaced:

Car	Assigned to	Year	Make/Model	VIN #	Mileage
12	Engineering	2001	Chevrolet/Impala	2G1WF55E519306637	104,748
29	Engineering	2000	Ford/Explorer	1FMZU71X5YZC25078	72,546
103	Pump Station	2001	Dodge/Pick-Up	3B7KF26Z41M549045	130,712

The attached are the two vehicles (3 in total being purchased) that will replace the above list, note:

- (2) two 2016 Ford Explorer 4WD Base State Contract #A83013 with options (exclude ones with red line all else please include)
- (1) one 2015 Ford F150 4 x 4 Crew Cab State Contract #88728 with options (options required are light lighted in yellow.)

Cindy Reinhardt-Vizzini
Senior Clerk Typist-Public Works Inspector
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(p) 973-340-4371
(f) 973-340-4368
creinhardt@pvwc.com

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

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



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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2776 15-X-23642	POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	CHAS S WINNER INC	88728
TOP			



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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
T2776 – A88728**


**Beyer Ford – \$53,966.00
Winner Ford - \$29,130.00**

Amount of Project or Contract: \$ 83,096.00
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

Specific Appropriation to which expenditures will be charged: Capital Budget 2016

Other comments: Single Purchase: February 2016
Two (2) 2016 Ford Explorer 4WD - \$26,983 each - \$53,966.00
One (1) 2016 Ford F150 4X4 Crew Cab - \$29,130

Date of Certification: 0209/2016 Certified: \$ 83,096.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb



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

2016 FORD EXPLORER 4WD BASE

STATE OF NEW JERSEY

CONTRACT # A83013

2016 EXPLORER BASE STANDARD EQUIPMENT

PROPRIETARY

03/01/15

The following features are standard on the 2016MY Explorer.

MECHANICAL

- 3.5L Non-Limited-Slip Rear Axle (FWD)
- 4-Wheel Disc Brakes with ABS
- 18.6 gallon Fuel Tank
- 66 AH Battery
- Electronic Power-Assist Steering
- Engine - 3.5L Ti-VCT V6
- Hill Start Assist
- Independent front & rear Suspension
- Paddle Shifters
- Transmission - 6-speed SelectShift® Automatic (not included with 2.3L EcoBoost® I-4 engine)

EXTERIOR

- 2nd and 3rd Row Privacy Glass
- Black Molded-in-Color (MIC) Door Handles
- Black Molded-in-Color (MIC) Wheelcap Molding
- Black Roof Side Rails
- Body-color Bumpers (Body-Color Top, Black Bottom)
- Body-color Spoiler
- Chrome Midgate Applique
- Dark Foundry Gray Painted Grille with Chrome Bars
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Dual Chrome Exhaust Tips
- Headlamps - Autolamp Auto On/Off, Auto LED Low Beams, Halogen Reflector High Beams
- LED Taillamps
- Lower body-side cladding (Black)
- Mini Spas
- Mirrors - Black Molded-in-Color (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors (Integrated blind spot mirrors not included when equipped with BLIS®)
- Roof-mounted Antenna
- Tires - P245/60R18 A/S BSW
- Wheels - 18" Aluminum Painted

INTERIOR/COMFORT

- 2nd and 3rd Row Dome/Map Light
- 4-way driver and front-passenger head restraints (2-way when DVD headrests (50S) are ordered)
- Black Metallic Center Stack
- Cargo Hooks
- Climate Control
 - Rear Auxiliary Climate Controls
 - Manual Single Zone
 - Cabin Particulate Air Filter
- Color-keyed single blade driver/passenger sun visors with covered illuminated vanity mirrors
- Console
 - Floor - Armrest / Storage
 - Overhead Console with Lights and Sunglass Holder
- Cupholders - 12
- Dark Galvano Instrument Panel and Appliques, Door/Interior Trim and Appliques
- Floor mats, Front and Rear - Color-keyed Carpet
- Front-passenger and 2nd Row Outboard Grab Handles
- Load Floor Tie-Down Hooks
- Locking Glove Box
- Manual Tilt/Telescoping Steering Column
- Power Door Locks
- Power Windows and Locks with 1-touch Up/Down Driver Window
- Scuff Plates, Front and Rear - Molded-in-Color (MIC), embossed with "EXPLORER"

INTERIOR/COMFORT (continued)

- Seats/Cloth
 - Front Bucket, 8-way Power Driver & with Manual Lumbar and Recline, 4-way Manual Passenger
 - 2nd Row - 50/40 Split-Fold-Flat (Fore/Aft adjustable seat - 40 section only)
 - 3rd Row - 50/50 Split-folding
- Steering Wheel - Speed Controls, 5-Way Controls and Secondary Audio Controls

SAFETY/SECURITY

- AdvanceTrac® with Roll Stability Control™ (RSC®)
- Airbags
 - 2nd generation driver and front passenger, side seat
 - Front-passenger knee airbag
 - 3rd row Safety Canopy® with Roll-over Sensor
- Battery Saver feature
- Belt-Minders® (Front Driver / Passenger)
- Front-Passenger Sensing System
- Illuminated Entry
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rear View Camera with Washer
- Seat Belts with Pretensioner/Energy-Management System w/adjustable height in front row
- SecurLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Two (2) Keyless-Entry integrated key transmitters

FUNCTIONAL

- 4.2" Productivity Screen in Instrument Cluster (analog displays for fuel, speedometer and tachometer)
- Audio - Single-CD, MP3-Capable, six (6) Speakers
- Cruise Control
- Easy Fuel® Gasless Fuel-Filler
- MyKey®
- One (1) 2nd Row Smart Charging USB port
- Outside Temperature and Compass
- Powerpoints - 12-volt, four (4) total; two (2) in 1st row, two (2) in 2nd row and rear cargo area
- Rear Window Defroster
- SYNC®
 - Enhanced Voice Recognition Communications and Entertainment System
 - 911 Assist®
 - 4.2" LCD Display in Center Stack
 - AppLink™
 - Media Hub with one (1) Smart-charging Multimedia USB port
- Trailer Sway Control
- Wipers - Front Speed-Sensitive Intermittent; Rear 2-speed

4WD MODELS INCLUDE:

- Front Recovery Hooks
- 168 Descent Control™
- Terrain Management System™

Must be electric windows/controls

Base Price

\$

24,708.00

1/13/2016

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 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~~ 2275-

Budget Total \$ ~~28,760.00~~

26,483-

X2

53,966-

WEL



(856) 427-2796 Phone
(856) 428-4718 Fax
N.J. Contract #88728

2015 Ford F150 4X4 Crew Cab
Standard Equipment
145" Wheelbase
5.0L V8 Engine
6 Speed Automatic Transmission
40/20/40 Vinyl Front Seat
4X4 with Electronic Shift of the Fly
265/70/17 Tires
Power Steering
3.31Axle
AM/FM Stereo
Air Conditioning
Tilt Steering Wheel
7000 GVWR
Extended Range Fuel Tank
Power Equipment Group
Rear Defroster

*Mus: be
electric
windows & controls*

\$27,390.00

Options

RETAIL

—	Vinyl 40/20/40 Front Seat	NC
—	Cloth 40/20/40 Front Seat	NC
99P	2.7L Eco Boost ilo 5.0L V8	NC
68P	Snow Plow Prep	795.00
XL3	E-locking 3.31 axle	50.00
XL6	E-locking 3.73 axle	420.00
627	Heavy Duty Payload Package requires 157" wheelbase & trailer tow pkg.	570.00
VG	Vinyl Bucket Seat	1,500.00
WG	Cloth Bucket Seat	125.00
86A	XL Chrome Appearance Package	125.00
861	XL Sport Appearance Package	775.00
53B	Medium Trailer Tow Package -- XL/XLT	775.00
53A	Heavy Duty Trailer Tow Package	195.00
655	Extended Range Fuel Tank	495.00
595	Fog Lamps -- XL	195.00
153	Front License Plate Bracket (where available)	140.00
413	Skid Plates - 4x4	N/C
168	Carpeting & Floor Mats	160.00
47R	Full Coverage Rubber Floor Mats requires carpet	145.00
16G	Vinyl Flooring Black	95.00
76C	Rear View Camera -- XL/XLT requires power group	N/C
96T	Tonneau Pickup Box Cover - Soft Folding	250.00
96W	Bedliner -- Spray-In	495.00
54R	Dual Power Glass/Manual Folding Mirrors w/ Heat/Turn -- XL <i>REQUIRES 59S Puddle LED's & 85A Power Group</i>	475.00
59S	Super Puddle (LED Puddle/Side Mirror Light)	305.00
91V	110v/400w Outlet -- 1 Outlet	175.00
63S	Pickup Box Access Step	200.00
57Q	Rear Window Defroster -- XL / XLT requires 924 privacy glass	325.00
924	Rear Privacy Glass -- XL requires 57Q rear window defroster	220.00
435	Power-sliding Rear Window -- XL (Including 57Q & 924)	100.00
18B	Running Boards, Black Platform	450.00
55B	Box Link -- XL (includes four (4) premium locking cleats)	250.00
63T	Tailgate Step	80.00
67T	Trailer Brake Controller, requires trailer tow pkg. 53A	375.00
76R	Reverse Sensing System, requires trailer tow pkg. 53A	275.00
47C	Ford Works -- Crew Chief Telematics	275.00
96P	Bedliner -- Plastic, Drop-In	800.00
90D	Bed Divider (req. 55B)	350.00
85A	XL Power Group - Regular Cab	295.00
	Power Group - Super Cab / Crew Cab	970.00
52B	SYNC -- requires 50S cruise control	1,170.00
58B	Single CD with AM/FM -- Fleet Only	420.00
58C	Single CD with Sirius -- w/ 100A -- Fleet Only	290.00
655	Extended Range Fuel Tank, 36 gallons n/a 122" wheelbase	485.00
		195.00

50S	Cruise Control	
85H	Back Up Alarm System	225.00
942	Daytime Running Lamps	125.00
66S	SSV (Special Services Vehicle) package	45.00
41H	Engine Block Heater	50.00
301A	XLT Equipment Group	90.00
		4100.00

**Boss 7'6" HTX Snow Plow
Snow Deflector**

5,325.00
275.00

\$29,130-

RESOLUTION #16-20
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #G2004 12-r-22677 A81641
FURNITURE AND FIXTURES
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, State Contract #G2004 12-r-22677 A81641 (the "State Contract") is for the procurement of various furniture and fixtures as part of the renovations of the offices at Passaic Valley Water Commission (PVWC)'s Little Falls Plant and the customer service conference room at PVWC's administrative facilities at 1525 Main Ave, Clifton; 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 above-referenced furniture and fixtures from The Hon Company of Muscatine, Iowa (the "Awardee") under the State Contract, in the amount of \$68,924.27, and a copy of a memorandum dated February 8, 2016 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);

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

1. That the State Contract for procurement of the above-referenced furniture and fixtures is hereby awarded to the Awardee as set forth 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 the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VANNOY, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, G.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
BLUMENTHAL D.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ




Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #G2004 12-r-22677 A81641
FURNITURE AND FIXTURES**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED FEBRUARY 8, 2016
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 8, 2016

FROM: Purchasing Department

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

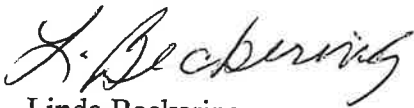
RE: **State Contract Purchase – Contract # G2004 12-r-22677 – A81641
Furniture and Fixtures**

We are currently in the process of renovating the offices at the Little Falls Treatment Plant and re-fitting the Customer Service Conference room at 1525 Main Avenue, Clifton.

Various pieces of furniture and fixtures (see attached lists) will be needed for the completion of these renovations.

The State Contract purchase will be from **The Hon Company.**, of Muscatine, Iowa, in the amount of \$68,924.27. Funds for this purchase have been budgeted under our 2016 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0103 12-x-22409	PARK AND PLAYGROUND EQUIPMENT, PARTS AND INSTALLATION (REBID OF 12-X-22316)	ANTHONY F RAMONDO & SON INC	81421
G8045 13-r-23141	SPECIALIZED TRAINING SERVICES	GRYPHON GROUP SECURITY	84647
G2004 12-r-22677	FURNITURE: OFFICE, LOUNGE	HON COMPANY	81641

TOP



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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 – G2004 12-r-22677**
A81641
The Hon Company, c/o Maco Supplies

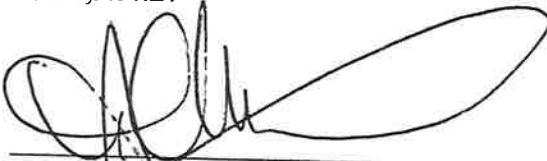
Amount of Project or Contract: \$ 68,924.27

1. Acct: # 001-0901-419-95-01 Capital / Furniture and Fixtures

Specific Appropriation to which expenditures will be charged: Capital Budget 2016

Other comments: Single Purchase: Contract Commencing: February 2016
Furniture & Fixtures

Date of Certification: 02/09/2016 Certified: \$ 68,924.27



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb



MACO OFFICE SOURCE

1000 KENNEDY BOULEVARD
UNION CITY, NEW JERSEY 07087
201-867-3308
A TRUSTED SOURCE SINCE 1952
PHON... 201-867-3309 INFO@MACOOFFICE.COM
FAX # 201-867-3911 MACOOFFICE.COM

Estimate

Date	Estimate #
2/8/2016	267

Name/Address
PASSAIC VALLEY WATER COMM. N104375 1525 MAIN AVENUE CLIFTON, NJ 07011 ATTN:YITZ WEISS

Project			
Description	Qty	Rate	Total
HMT2472E.N.K1.SHDW TOPS	2	173.33	346.66T
HMBTLEG24.G.T1 BASES	2	194.93	389.86T
HMT2460E.N.K1.SHDW TOP	1	156.14	156.14T
HMBTLEG24.G.T1 BASE	1	194.93	194.93T
HR1S.ABLK.P.T.CU19T SWIVEL CHAIRS	4	245.01	980.04T
DELIVERED AND INSTALLED HON STATE CONTRACT#A81641 PURCHASE ORDER ARE TO BE MADE OUT TO: THE HON COMPANY C/O MACO 200 OAK STREET MUSCATINE,IA 52761 FAX A COPY TO: RICKY REISSMAN FAX#201-867-3911			
Subtotal			\$2,067.63
Sales Tax (0.0%)			\$0.00
Total			\$2,067.63



MACO OFFICE SOURCE

1000 KENNEDY BOULEVARD
UNION CITY, NEW JERSEY 07087
201-867-3309
A TRUSTED SOURCE SINCE 1952
PHON... 201-867-3309 INFO@MACOOFFICE.COM
FAX # 201-867-3911 MACOOFFICE.COM

Estimate

Date	Estimate #
2/8/2016	271

Name/Address
PASSAIC VALLEY WATER COMM. N104375 1525 MAIN AVENUE CLIFTON, NJ 07011 ATTN: MIKE MAROTTA

			Project
Description	Qty	Rate	Total
ESTIMATE TOTAL SEE ATTACHED	1	66,856.64	66,856.64T
DELIVERED & INSTALLED HON STATE CONTRACT #A81641 PURCHASE ORDERS ARE TO BE MADE OUT TO: THE HON COMPANY C/O MACO 200 OAK STREET MUSCATINE, IA 52761 CALL RICKY @ 201.888.0050 FAX A COPY TO: RICKY REISSMAN FAX# 201.867.3911			
Subtotal			\$66,856.64
Sales Tax (0.0%)			\$0.00
Total			\$66,856.64

QUOTE NAME	Maco Project
CONTRACT NAME	ST OF NJ INSTAL (State of NJ - INSTALL)
TOTAL LIST PRICE	\$170,112.00
 TOTAL NET PRICE	 \$66,856.64

Line #	MODEL.OPTION(S)
1	HRVF4224.?
2	HRVT3724T.\$(3)?
3	HRVF4236.?
4	HRVT3736T.\$(3)?
5	HRVF4248.?
6	HRVT3748T.\$(3)?
7	HRVF4260.?
8	HRVT3760T.\$(3)?
9	HRVF6536.?
10	HRVT6036T.?
11	HRVF6548.?
12	HRVT6048T.\$(3)?
13	H10542X.~
14	H10568.~
15	H10568.~
16	H19723A.L.~
17	H19820A.L.~
18	HCTL242.~
19	HH870930
20	HH870942
21	HH871236
22	HH871248
23	HH873501.~
24	HH873502.~
25	HH873504.~
26	HH879072
27	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
28	HRVC22PFT.~

29	HRVC22PS.~
30	HRVC42PF.~
31	HRVC42PL.~
32	HRVC42PT.~
33	HRVC42PX.~
34	HRVOH36FM.~.~
35	HRVOH48FM.~.~
36	HWCS3624P.?.?.?.?
37	HWR2448P.?.?.?.?
38	HWSB2.~
39	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
40	HPC634X.~.~.~
41	HTLB48144.?.G2.?
42	HTLCREDA.?.?.?.?
43	HTLHP144.~.~
44	HTPWRGROM3
45	H19723A.L.~
46	H19820A.L.~
47	HCTL242.~
48	HH870930
49	HH870942
50	HH871236
51	HH871248
52	HH873501.~
53	HH873502.~
54	HH873504.~
55	HH879072
56	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
57	HRVC22PFT.~
58	HRVC42PF.~
59	HRVC42PL.~

60	HRVC42PT.~
61	HRVC65PW.~
62	HRVOH36FM.~.~
63	HRVOH48FM.~.~
64	HWCS3624P.?.?.?.?
65	HWR2448P.?.?.?.?
66	H115381K.A.~
67	H11548L.A.~.~
68	H11552.A.~
69	H11570.A.~
70	H115895R.A.~.~
71	H115909.A.~.~
72	HF27.~.~
73	HH870930
74	HIGCL.E.U.\$(3)~.~
75	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
76	HTLD42.?.?.?
77	HTXLEG.~
78	H895.L.~
79	H11502.~.~
80	H115491.A.~.~
81	H115692X.A.~
82	H115909.A.~.~
83	HIGCL.E.U.\$(3)~.~
84	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
85	HMG7.F.~.~.\$(3)~.~

86	H105012.~
87	H10504.~
88	H105681.~
89	H105681.~
90	H10578.~
91	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
92	H11502.~.~
93	H11504.~.~
94	H115684X.A.~
95	H115684X.A.~
96	H115811.A.~
97	H115909.A.~.~
98	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
99	H115381K.A.~
100	H11563.A.~.~
101	H115895R.A.~.~
102	H115906L.A.~.~
103	H115909.A.~.~
104	HF27.~.~
105	HH870930
106	HIGCLE.U.\$(3)~.~
107	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
108	HILTLE.U.\$(3)~.~
109	HF27.~.~
110	HIGCLE.U.\$(3)~.~

111	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
112	HPC200D.~.~.~
113	HPC525K.~.~
114	HPC634X.~.~.~
115	HPM520X.~.~
116	HPM634X.~.~.~
117	HPM640X.~.~.~
118	HPM692L.~
119	HPM706X.~.~.~
120	H11502.~.~
121	H11504.~.~
122	H115684X.A.~
123	H115684X.A.~
124	H115811.A.~
125	H115909.A.~.~
126	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
127	H10541.~
128	H105681X.~
129	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
130	H11516.A.~.~
131	H115895R.A.~.~
132	H115906L.A.~.~
133	H115909.A.~.~
134	HIGCL.E.U.\$(3)~.~

135	HLWM.Y3.V.H.IV.SMOMORG24.SB.N
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Product pricing only. Does not include additional fees, services, shipping, etc.

DESCRIPTION	QUANTITY	MFR LIST \$	MFR DISC %	MFR NET \$
Abound Panel Frame 42Hx24W	2	\$226.00	68.50%	\$71.19
Abound Fabric Tile 37H x 24W	4	\$101.00	68.50%	\$31.81
Abound Panel Frame 42Hx36W	12	\$261.00	68.50%	\$82.21
Abound Fabric Tile 37H x 36W	24	\$129.00	68.50%	\$40.63
Abound Panel Frame 42Hx48W	5	\$293.00	68.50%	\$92.29
Abound Fabric Tile 37H x 48W	10	\$151.00	68.50%	\$47.56
Abound Panel Frame 42Hx60W	5	\$332.00	68.50%	\$104.58
Abound Fabric Tile 37H x 60W	10	\$175.00	68.50%	\$55.12
Abound Panel Frame 65Hx36W	3	\$289.00	68.50%	\$91.03
Abound Fabric Tile 60H x 36W	6	\$147.00	68.50%	\$46.30
Abound Panel Frame 65Hx48W	3	\$321.00	68.50%	\$101.11
Abound Fabric Tile 60H x 48W	6	\$220.00	68.50%	\$69.30
10500 Series Cred Shell 66W x 24D x 29-1/2H	2	\$603.00	56.80%	\$260.50
10500 Series 30Wx24Dx29-1/2H Return Shell w/Full Mod	1	\$411.00	56.80%	\$177.55
10500 Series 30Wx24Dx29-1/2H Return Shell w/Full Mod	1	\$411.00	56.80%	\$177.55
Flagship Series Pedestal "A" Pull Freestanding B/B	6	\$623.00	68.50%	\$196.24
Flagship Series Pedestal "A" Pull Freestanding F/F	6	\$602.00	68.50%	\$189.63
24D Cantilever One Pair	12	\$73.00	68.50%	\$22.99
Tasklight 30W	6	\$189.00	68.50%	\$59.53
Tasklight 42W	6	\$204.00	68.50%	\$64.26
Electrical Power Harness 36W 3-1 & 2-2 Systems	3	\$177.00	68.50%	\$55.75
Electrical Power Harness 48W 3-1 & 2-2 Systems	3	\$186.00	68.50%	\$58.59
Circuit 1	3	\$35.00	68.50%	\$11.02
Circuit 2	3	\$35.00	68.50%	\$11.02
Circuit 4	6	\$35.00	68.50%	\$11.02
Base In-Feed Cable Base 3-1 & 2-2 Systems	1	\$197.00	68.50%	\$62.05
Endorse Work Mid-back Mesh Back	8	\$881.00	56.80%	\$380.59
Abound Variable Ht Finished End Over ConnectorPaint 22"	2	\$64.00	68.50%	\$20.16

Abound Extended Straight Connector - Painted 22"	2	\$114.00	68.50%	\$35.91
Abound Finished End Painted 42"	10	\$70.00	68.50%	\$22.05
Abound L Connector Painted 42"	4	\$124.00	68.50%	\$39.06
Abound Connector T - Painted 42"	4	\$124.00	68.50%	\$39.06
Abound X Connector Painted 42"	2	\$119.00	68.50%	\$37.48
Abound Overhead-Metal Flipper Door 36"	6	\$494.00	68.50%	\$155.61
Abound Overhead-Metal Flipper Door 48"	6	\$540.00	68.50%	\$170.10
Systems Corner Worksurface 36Wx24D Edgeband Straight	6	\$529.00	68.50%	\$166.63
Systems Rectangular Worksurface Edgeband 24D x 48W	12	\$415.00	68.50%	\$130.72
Worksurface Bracket Kit	2	\$38.00	68.50%	\$11.97
Endorse Work Mid-back Mesh Back	12	\$881.00	56.80%	\$380.59
Park Ave 36x24x29 1/2 Lateral File 2 Drawer	4	\$1,176.00	56.80%	\$508.03
Preside 144W x 48D Boat Shaped Laminate Top	1	\$1,076.00	56.80%	\$464.83
Laminate Hospitality Credenza	2	\$2,537.00	56.80%	\$1,095.98
N/A	1	\$1,655.00	0.00%	\$714.96
Flip Top Port (4 Power 1 VGA 1 HDMI)	2	\$725.00	61.80%	\$276.95
Flagship Series Pedestal "A" Pull Freestanding B/B	2	\$623.00	68.50%	\$196.24
Flagship Series Pedestal "A" Pull Freestanding F/F	2	\$602.00	68.50%	\$189.63
24D Cantilever One Pair	4	\$73.00	68.50%	\$22.99
Tasklight 30W	2	\$189.00	68.50%	\$59.53
Tasklight 42W	2	\$204.00	68.50%	\$64.26
Electrical Power Harness 36W 3-1 & 2-2 Systems	1	\$177.00	68.50%	\$55.75
Electrical Power Harness 48W 3-1 & 2-2 Systems	1	\$186.00	68.50%	\$58.59
Circuit 1	1	\$35.00	68.50%	\$11.02
Circuit 2	1	\$35.00	68.50%	\$11.02
Circuit 4	2	\$35.00	68.50%	\$11.02
Base In-Feed Cable Base 3-1 & 2-2 Systems	1	\$197.00	68.50%	\$62.05
Endorse Work Mid-back Mesh Back	2	\$881.00	56.80%	\$380.59
Abound Variable Ht Finished End Over ConnectorPaint 22"	1	\$64.00	68.50%	\$20.16
Abound Finished End Painted 42"	2	\$70.00	68.50%	\$22.05
Abound L Connector Painted 42"	2	\$124.00	68.50%	\$39.06

Abound Connector T - Painted 42"	1	\$124.00	68.50%	\$39.06
Abound Wall Starter-Painted 65"	1	\$149.00	68.50%	\$46.93
Abound Overhead-Metal Flipper Door 36"	2	\$494.00	68.50%	\$155.61
Abound Overhead-Metal Flipper Door 48"	2	\$540.00	68.50%	\$170.10
Systems Corner Worksurface 36Wx24D Edgeband Straight	2	\$529.00	68.50%	\$166.63
Systems Rectangular Worksurface Edgeband 24D x 48W	4	\$415.00	68.50%	\$130.72
Valido 36"W x 18-1/2"H Wall Mount Storage 2-Door Locking	2	\$806.00	56.80%	\$348.19
Valido 72"W x 24"D x 29-1/2" Cred w/36"W Lat File Left	1	\$1,491.00	56.80%	\$644.11
Valido 36"W x 13-1/8"D x 29-5/8"H Bookcase 2 shelf	3	\$528.00	56.80%	\$228.10
Valido 47"W x 24"D x 29-1/2" Bridge ETA	1	\$420.00	56.80%	\$181.44
Valido 72"W x 29 1/2"H Sgl Ped Desk Rt Rectgl Top	1	\$1,671.00	56.80%	\$721.87
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Removable Lock Core Kit	2	\$28.00	0.00%	\$28.00
Tasklight 30W	2	\$189.00	68.50%	\$59.53
Ignition Guest Chair Four Leg Frame Arms	2	\$394.00	56.80%	\$170.21
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Preside 42"Round Shaped Laminate Top	1	\$372.00	56.80%	\$160.70
Preside Aluminum X-Leg	1	\$412.00	56.80%	\$177.98
Brigade 800 Series Lat File 5 Drawer w/Posting Shelf	2	\$2,008.00	56.80%	\$867.46
Valido Mod B/B/F Pedestal 15-5/8"W x 22- 3/4"D x 28"H	1	\$645.00	56.80%	\$278.64
Valido 72"W x 24"D x 29-1/2" Cred w/ 2 lateral files	1	\$2,089.00	56.80%	\$902.45
Valido Credenza Shell w/10" Mod Panel 48Wx24Dx29-1/2H	1	\$659.00	56.80%	\$284.69
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Ignition Guest Chair Four Leg Frame Arms	2	\$394.00	56.80%	\$170.21
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Motivate 4-Leg Cafe Ht Stool-Uph Seat	4	\$411.00	56.80%	\$177.55

10500 Series Mod Ped BBF 15-5/8Wx18-3/4Dx28H	2	\$574.00	56.80%	\$247.97
10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D	2	\$608.00	56.80%	\$262.66
10500 Series Return Shell 29-1/2H x 41W x 24D	1	\$436.00	56.80%	\$188.35
10500 Series Return Shell 29-1/2H x 41W x 24D	1	\$436.00	56.80%	\$188.35
10500 Series Desk Shell 60W x 30D x 29-1/2H	2	\$597.00	56.80%	\$257.90
Endorse Work Mid-back Mesh Back	2	\$881.00	56.80%	\$380.59
Valido Mod B/B/F Pedestal 15-5/8"W x 22-3/4"D x 28"H	1	\$645.00	56.80%	\$278.64
Valido Mod F/F Pedestal 15-5/8"W x 22-3/4"D x 28"H	1	\$645.00	56.80%	\$278.64
Valido Return Shell w/10" Mod Panel 60Wx24Dx29-1/2H	1	\$700.00	56.80%	\$302.40
Valido Return Shell w/10" Mod Panel 60Wx24Dx29-1/2H	1	\$700.00	56.80%	\$302.40
Valido 24" x 36" x 36" x 24" x 29-1/2" Corner Unit ETA	1	\$751.00	56.80%	\$324.43
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Valido 36"W x 18-1/2"H Wall Mount Storage 2-Door Locking	2	\$806.00	56.80%	\$348.19
Valido 36"W x 20"D x 29-1/2"H lateral file 2 dwr	1	\$1,046.00	56.80%	\$451.87
Valido 72"W x 29 1/2"H Sgl Ped Desk Rt Rectgl Top	1	\$1,671.00	56.80%	\$721.87
Valido 48"W x 29 1/2"H Return Left F/F Ped	1	\$1,108.00	56.80%	\$478.66
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Removable Lock Core Klt	2	\$28.00	0.00%	\$28.00
Tasklight 30W	2	\$189.00	68.50%	\$59.53
Ignition Guest Chair Four Leg Frame Arms	2	\$394.00	56.80%	\$170.21
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Ignition Three Seat Lounge Leg Frame Arms	1	\$1,463.00	56.80%	\$632.02
Removable Lock Core Klt	3	\$28.00	0.00%	\$28.00
Ignition Guest Chair Four Leg Frame Arms	2	\$394.00	56.80%	\$170.21

Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Park Ave 72Wx24Dx29H Credenza w/Storage 2-D-2	1	\$2,163.00	56.80%	\$934.42
Park Ave 30x18 7/8 Wall Mount Storage 2 Lam Doors Lock	3	\$771.00	56.80%	\$333.07
Park Ave 36x24x29 1/2 Lateral File 2 Drawer	3	\$1,176.00	56.80%	\$508.03
Park Ave Lateral File Pedestal 31-1/2 x 22-3/4 x 27-3/4	2	\$1,050.00	56.80%	\$453.60
Park Ave Cred Top/Back Panel Components-60x24	1	\$579.00	56.80%	\$250.13
Park Ave Cred Top/Back Panel Components-31-3/8x24	1	\$376.00	56.80%	\$162.43
Park Ave End Panel for 24" Tops Left	1	\$173.00	56.80%	\$74.74
Park Ave Return Top/Back Panel Components-48 x 24	1	\$509.00	56.80%	\$219.89
Valido Mod B/B/F Pedestal 15-5/8"W x 22-3/4"D x 28"H	1	\$645.00	56.80%	\$278.64
Valido Mod F/F Pedestal 15-5/8"W x 22-3/4"D x 28"H	1	\$645.00	56.80%	\$278.64
Valido Return Shell w/10" Mod Panel 60Wx24Dx29-1/2H	1	\$700.00	56.80%	\$302.40
Valido Return Shell w/10" Mod Panel 60Wx24Dx29-1/2H	1	\$700.00	56.80%	\$302.40
Valido 24" x 36" x 36" x 24" x 29-1/2" Corner Unit ETA	1	\$751.00	56.80%	\$324.43
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
10500 Series Cred Shell 72W x 24D x 29-1/2H	1	\$617.00	56.80%	\$266.54
10500 Series Return Shell 29-1/2H x 41W x 24D	1	\$436.00	56.80%	\$188.35
Endorse Work Mid-back Mesh Back	1	\$881.00	56.80%	\$380.59
Valido 36"W x 20"D x 59-1/2"H lateral file 4 dwr	1	\$2,217.00	56.80%	\$957.74
Valido 72"W x 29 1/2"H Sgl Ped Desk Rt Rectgl Top	1	\$1,671.00	56.80%	\$721.87
Valido 48"W x 29 1/2"H Return Left F/F Ped	1	\$1,108.00	56.80%	\$478.66
Valido 72"W x 29 1/2"H Credenza w/Doors	1	\$2,029.00	56.80%	\$876.53
Ignition Guest Chair Four Leg Frame Arms	2	\$394.00	56.80%	\$170.21

MFR EXTENDED LIST \$	MFR EXTENDED NET \$
\$452.00	\$142.38
\$404.00	\$127.24
\$3,132.00	\$986.52
\$3,096.00	\$975.12
\$1,465.00	\$461.45
\$1,510.00	\$475.60
\$1,660.00	\$522.90
\$1,750.00	\$551.20
\$867.00	\$273.09
\$882.00	\$277.80
\$963.00	\$303.33
\$1,320.00	\$415.80
\$1,206.00	\$521.00
\$411.00	\$177.55
\$411.00	\$177.55
\$3,738.00	\$1,177.44
\$3,612.00	\$1,137.78
\$876.00	\$275.88
\$1,134.00	\$357.18
\$1,224.00	\$385.56
\$531.00	\$167.25
\$558.00	\$175.77
\$105.00	\$33.06
\$105.00	\$33.06
\$210.00	\$66.12
\$197.00	\$62.05
\$7,048.00	\$3,044.72
\$128.00	\$40.32

\$228.00	\$71.82
\$700.00	\$220.50
\$496.00	\$156.24
\$496.00	\$156.24
\$238.00	\$74.96
\$2,964.00	\$933.66
\$3,240.00	\$1,020.60
\$3,174.00	\$999.78
\$4,980.00	\$1,568.64
\$76.00	\$23.94
\$10,572.00	\$4,567.08
\$4,704.00	\$2,032.12
\$1,076.00	\$464.83
\$5,074.00	\$2,191.96
\$1,655.00	\$714.96
\$1,450.00	\$553.90
\$1,246.00	\$392.48
\$1,204.00	\$379.26
\$292.00	\$91.96
\$378.00	\$119.06
\$408.00	\$128.52
\$177.00	\$55.75
\$186.00	\$58.59
\$35.00	\$11.02
\$35.00	\$11.02
\$70.00	\$22.04
\$197.00	\$62.05
\$1,762.00	\$761.18
\$64.00	\$20.16
\$140.00	\$44.10
\$248.00	\$78.12

\$124.00	\$39.06
\$149.00	\$46.93
\$988.00	\$311.22
\$1,080.00	\$340.20
\$1,058.00	\$333.26
\$1,660.00	\$522.88
\$1,612.00	\$696.38
\$1,491.00	\$644.11
\$1,584.00	\$684.30
\$420.00	\$181.44
\$1,671.00	\$721.87
\$2,029.00	\$876.53
\$56.00	\$56.00
\$378.00	\$119.06
\$788.00	\$340.42
\$881.00	\$380.59
\$372.00	\$160.70
\$412.00	\$177.98
\$4,016.00	\$1,734.92
\$645.00	\$278.64
\$2,089.00	\$902.45
\$659.00	\$284.69
\$2,029.00	\$876.53
\$788.00	\$340.42
\$881.00	\$380.59
\$1,644.00	\$710.20

\$1,148.00	\$495.94
\$1,216.00	\$525.32
\$436.00	\$188.35
\$436.00	\$188.35
\$1,194.00	\$515.80
\$1,762.00	\$761.18
\$645.00	\$278.64
\$645.00	\$278.64
\$700.00	\$302.40
\$700.00	\$302.40
\$751.00	\$324.43
\$2,029.00	\$876.53
\$881.00	\$380.59
\$1,612.00	\$696.38
\$1,046.00	\$451.87
\$1,671.00	\$721.87
\$1,108.00	\$478.66
\$2,029.00	\$876.53
\$56.00	\$56.00
\$378.00	\$119.06
\$788.00	\$340.42
\$881.00	\$380.59
\$1,463.00	\$632.02
\$84.00	\$84.00
\$788.00	\$340.42

\$881.00	\$380.59
\$2,163.00	\$934.42
\$2,313.00	\$999.21
\$3,528.00	\$1,524.09
\$2,100.00	\$907.20
\$579.00	\$250.13
\$376.00	\$162.43
\$173.00	\$74.74
\$509.00	\$219.89
\$645.00	\$278.64
\$645.00	\$278.64
\$700.00	\$302.40
\$700.00	\$302.40
\$751.00	\$324.43
\$2,029.00	\$876.53
\$881.00	\$380.59
\$617.00	\$266.54
\$436.00	\$188.35
\$881.00	\$380.59
\$2,217.00	\$957.74
\$1,671.00	\$721.87
\$1,108.00	\$478.66
\$2,029.00	\$876.53
\$788.00	\$340.42

\$881.00	\$380.59
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RESOLUTION #16-19
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS PARTS/SUPPLIES
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, State Contract #T0983 13-x-23020 A85091 (the "State Contract") is for the annual purchase of parts and supplies on an as-needed basis for the various instruments at Passaic Valley Water Commission (PVWC)'s laboratory; 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 parts and supplies for the various instruments at PVWC's laboratory with Hach Company of Loveland, Colorado (the "Awardee") under the State Contract, with the said purchases to be on an as-needed basis, in an amount not to exceed \$110,729.00, and a copy of a memorandum dated February 9, 2016 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);

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

1. That the State Contract for procurement of parts and supplies for the various instruments at PVWC's laboratory is hereby awarded to the Awardee as set forth 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 the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	_____	_____	_____
VANNOY, R.	<u> X </u>	_____	_____	_____
CLEAVES, C.	<u> X </u>	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	<u> X </u>
BLUMENTHALD.	_____	_____	_____	<u> X </u>
FRIEND, G.	<u> X </u>	_____	_____	_____
SANCHEZ, R.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

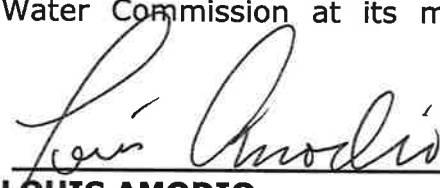


Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS PARTS/SUPPLIES**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED FEBRUARY 9, 2016
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 9, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # T0983 13-x-23020 – A85091
Environmental Testing Instruments Parts/Supplies**

This is for the annual purchase of parts and supplies for the various instruments at PVWC's laboratory (see attached quotes and back up information).

The State Contract purchases will be on an as need basis from **Hach Company.**, of Loveland, Colorado, in the amount not to exceed \$110,729.00. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
T0114 12-x-21721	LIBRARY SUPPLIES, SCHOOL SUPPLIES & TEACHING AIDS	HACH ASSOCIATES INC	80989
T0983 13-x-23020	ENVIRONMENTAL TESTING INSTRUMENTS	HACH COMPANY	85091
T2939 14-x-23110	AUDITING AND OTHER RELATED SERVICES FOR DISASTER RECOVERY (HURRICANE SANDY)	THACHER ASSOCIATES LLC	84753

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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 – T0983 13-x-23020**
A85091
Hach Company

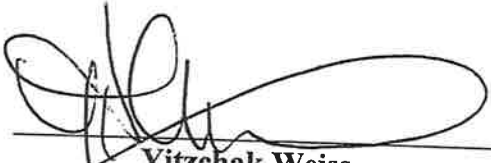
Amount of Project or Contract: \$ 110,729.00

1. Acct: # 001-3507-425-60-13 Supplies / Lab Instrument Parts/Supplies

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Single Purchase: Contract Commencing: February 2016
Environmental Testing Instruments Parts/Supplies

Date of Certification: 02/09/2016 Certified: \$ 110,729.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

2016 Hach-GLI Annual Blanket Purchase Order Summary Table

Requisition Number	2015 Invoice Total	2016 Est. Amount	Purpose	Account	Commodity
29265	9112.7	15459	Pocket Colorimeters	00135024257050	490-015
29123	21343.11	26871	WQI: pH and Turbidity	00135074256013	493-096
29121	1338.3	16675	AccuVac Ampoules	00135074256013	175-074
29124	3710.62	25514	Lab Reagents & Supplies	00135024256013	493-096
29122	6616.18	26210	CL17 Spare Parts Consumables	00135074256013	490-015

Total:	42120.91	110729
2015 BPO Estimate: 103020		

The following packet contains material to support the requests for 2016 Annual Hach-GLI Blanket Purchase Orders that have been made by the Laboratory. We use several types of Hach-GLI Instruments at the LFWTP for various purposes and, since they are the sole source manufacturer and distributor, we can only procure supplies from Hach.

In all cases, the quantities used to calculate the final amounts are based on the worst case scenario to ensure that, even under a catastrophic failure, we will be able to quickly and easily replace/repair instrumentation so that there is not disruptions to water quality monitoring for both process control and regulatory requirements. It should be noted that many of the electronic instruments were furnished with the LFWTP Upgrade more than 10 years ago and the realistic life expectancy has to be taken into account when trying to forecast replacement and repair needs.

Attached, please find the following documents for review.

- 2016 Hach-GLI Annual Blanket Purchase order Summary Table which includes a summary of all blanket purchase order requests for Hach-GLI for 2016. It also includes total invoice amounts for the previous (2015) annual purchase order.
- "The Sole Authorized Manufacturer and Direct Distributor Letter" provided by the Hach Company.
- 2016 Blanket Purchase Order information for the Hach Pocket Chlorine Colorimeter and corresponding quotes and quantity estimate.
- 2016 Blanket Purchase Order information for the Hach Online Water Quality Instruments: pH and Turbidity and corresponding quote and quantity estimate.
- 2016 Blanket Purchase Order information for the Hach AccuVac Dissolved Ozone Ampules and corresponding quote and quantity estimate.

- **2016 Blanket Purchase Order information for the Hach Laboratory Reagent and Supplies and corresponding quotes and quantity estimate.**
- **2016 Blanket Purchase Order information for the Hach CI17 Online Chlorine Residual Analyzer Supplies and corresponding quotes and quantity estimate.**

The Sole Authorized Manufacturer and Direct Distributor Letter

1/14/2016

Customer Name: PASSAIC VALLEY WATER COMM
Customer Address: 800 UNION BLVD
Customer City, State, Zip: TOTOWA, NJ 07512-2211

Customer Account Number: 008106

Item(s):	Description(s):
RE: SOLE SOURCE LETTER – Hach Brand Instruments Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to: Other Hach Brands Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, ORBISPHERE, POLYMETRON, Sigma ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLI, HIAC, Homeland Security Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPHERE, OTT, Hydrometry, POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs, Hach WIMS™ Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer and distributor for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company	

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you



Be Right™

2016 Hach Blanket Purchase Order: Hach Chlorine Pocket Colorimeter: Spares, spare parts & consumables

Requisition # 29265

Account Code: 00135024257050

Commodity Code: 490-015

2016 Estimated Amount: \$ 15,458.91

Hach Quote Number: 100129497v1 January 6, 2016

2015 Actual Amount: \$ 9112.70

Laboratory Purpose

- The Hach Chlorine Pocket Colorimeter is a hand held meter used to measure chlorine residual in the field. It is used by several departments in PVWC as follows:
 - The laboratory measures the chlorine residual at various stages of the treatment process, the finished water reservoirs, and the distribution system. Several of these measurements are required for regulatory purposes and are reported to the regulatory agency.
 - It is also used by the laboratory to verify the performance of the Online chlorine monitors in accordance with EPA Method 334.0
 - The operations department uses these meters for compliance and process control measurements at the LFWTP, Chemical Feed station and finished water reservoirs.
 - It is used by Engineering to verify chlorine residual when repairing water mains and installing new water mains.
 - These meters are also used by some of our clients for a monthly fee.
- These chemistry used to measure chlorine residual by these meters require the use of specific reagents that need to be replenished on a regular basis which are included in this purchase order.
- PVWC currently has 24 of these meters and, in order to keep certification, the laboratory is required to perform calibration and verification of the meters at certain frequencies. The reagents and standards required for this are part of this purchase order.

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PRICE QUOTATION

CONTACT NAME: Samantha Straw
Instrument(s): Hach Pocket Colorimeter
Account Number: 8106
BUSINESS PHONE:
email: sstraw@hach.com

DATE: 1/6/2015

COMPANY:	Hach
ADDRESS:	100 Dayton Ave Ames, IA 50010
BUSINESS PHONE:	(800) 277-4224
FAX:	(970) 669-2932

QTY	Vendor Part #	Unit	Item Description	Unit Price	PRICE
200	2105569	pk	DPD Free Chlorine 10 mL pk/100	19.65	3930
100	2105669	pk	DPD Total Chlorine 10 mL pk/100	19.65	1965
20	2105528	pk	DPD Free Chlorine 10 mL pk/1000	166.6	3332
30	2106069	pk	Phosver 3 PWD PLWS 10mL pk/100	29.68	890.4
5	2427606	ea	Sample Cell 25 x 60 mm	26.65	133.25
20	2635300	ea	Spec Color ST LR	147.98	2959.6
5	5870000	ea	Pocketcolorimeter Cl2	369.9	1849.5
1	5870006	ea	Pocketcolorimeter Phosphate	418.46	418.46

urpose:
lease provide pricing to assist in determing the 2016 'take and pay' blanket purchase order amount for: Total 15485.91

ach PocketColorimeter II Supplies

is is not a guarantee of an order as PVWC may order all, some or none of the items listed above
e quoted amounts should reflect pricing effective through December 31, 2016.
ease return completed form via email or FAX (973-237-2060 ATTN: Charlie Poyssick)

2016 Hach Blanket Purchase Order: Hach CL17 Chlorine Analyzers: Spare Parts & Consumables

Requisition # 29122

Account Code: 00135074256013

Commodity Code: 490-015

2016 Estimated Amount: \$ 26210

Hach Quote Number: 100123323v1 December 1, 2015

2015 Actual Amount: \$ 6616.18

Laboratory Purpose

- The Hach CL17 Analyzers are used to continuously measure the chlorine residual at the following locations:
 - NJDWS: 1 analyzer
 - LFWTP: Filter Influent – 1 analyzer
 - Combined Filter Effluent: 2 analyzers **Regulatory Requirement
 - Great Notch, New Street and Levine reservoir effluents: 3 analyzers
 - Highcrest Lake Pump Station: 1 analyzer
 - Nozenso Well System: 1 analyzer ** Regulatory Requirement

It is a regulatory requirement that PVWC continuously monitor the chlorine residual at these locations-if the instrument is out of service, the Operators must perform grab sample every 4 hours until the instrument is back in service
- During routine operations, the 3 reagents that are used by this instrument to perform the actual chlorine residual DPD Analysis must be replaced at each location every month.
- In addition to the routine consumable usage, the estimated expenses are based on a 'worst case scenario' that would allow seamless operation of these critical analyzers even in the event of multiple system failure by allowing quick and easy access to spare instruments and parts.
- The 2016 usage is expected to increase due the anticipated installation of additional analyzers included with the SCADA Upgrade Project Contract 12-B-12

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PRICE QUOTATION

CONTACT NAME: Jennifer Sorensen

DATE: 10/6/2015

Account Number:
BUSINESS PHONE:
email:

COMPANY:	Hach GLI
ADDRESS:	
BUSINESS PHONE:	**Quantities are estimates
FAX:	

**QTY	Vendor Part #	Unit	Item Description	Unit Price	PRICE
25	6865600	ea	CL17 Stir Bar	9.55	238.75
3	5440001	ea	CL17 Chlorine Residual Analyzer 0-5 ppm	3323	0
2	5418800		Installation kit with PRV Valves	486	9969
120	23140-11	ea	Free Chlorine Indicator Solution for CL17	19.69	0
10	5410100	ea	Pinchplate screws	10.89	972
10	6868500	ea	Colorimeter plug	7.19	2362.8
120	22972-55	ea	DPD Compound	19.69	0
120	23141-11	ea	Free Chlorine Buffer for CL17	18.35	2362.8
20	2038-32	ea	Sulfuric Acid Solution, 19.2N	21.99	0
20	2556900	ea	Free Chlorine Reagent set	51.15	439.8
6	6867000	ea	Colorimeter cell	437	1023
6	54118-00		Pinch plate	24.7	2622
12	5444301	ea	Maintenance kit with pre-cut tubing	214	148.2
20	22634-11	ea	Total Chlorine Indicator	19.69	2568
20	22635-11	ea	Total Chlorine Buffer	19.69	0
1	4735800	ea	PRV Valve - fixed	159	393.8
1	4735100	ea	PRV Valve - adjustable	174	159
				Total:	26209.75

pose:

ase provide pricing to assist in determing the 2016 'take and pay' blanket purchase order amount for:

ine Instrumentation: Hach CL17 Chlorine Anlayzer Spares, spare parts, supplies and consumables

s is not a guarantee of an order as PVWC may order all, some or none of the items listed above

quoted amounts should reflect pricing effective through December 31, 2016

se return completed form via email or FAX (973-237-2060 ATTN: Sue Mahoney)

2016 Hach Blanket Purchase Order: Hach Water Quality Instrumentation: pH and Turbidity spares, spare parts & consumables

Requisition # 29123

Account Code: 00135074256013

Commodity Code: 493-096

Hach Quote Number: 100123316v1 December 1, 2015

2016 estimated: \$ 26871

2015 Actual Amount: \$ 21343

Laboratory Purpose

- The Hach Solitax Turbidity Analyzers are used to continuously monitor the turbidity at the clarification step of the purification process.
- The GLI pH Analyzers are used to continuously monitor the pH in the clarification process.
- The Hach 1720E Turbidity Analyzers are used to continuously monitor the turbidity at the following locations:
 - The Individual Filter Effluents at the LFWTP: **24 Analyzers
 - The Combined Filter Effluent at the LFWTP: **3 Analyzers
 - The NJDWS: 1 Analyzers
 - Great Notch, New Street and Levine Reservoir effluents

****It is a regulatory requirement that PVWC continuously monitor the turbidity at these locations-if the instrument is out of service than the Operators must perform grab sample every 4 hours until the instrument is back in service ****

- Hach Surface Scatter 6 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
 - Plant Intake: 1 instrument
 - Ozonated Water Conduit: 1 instrument
- Hach Surface Scatter 7 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
 - Raw Water Pumps: 1 Instrument
 - Equalization Basin: 1 Instrument
 - Residual Tank 3 Decant: 1 instrument

- The 2016 usage is expected to increase due the anticipated installation of additional turbidity analyzers included with the SCADA Upgrade Project Contract 12-B-12

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PRICE QUOTATION

CONTACT NAME: Brian Thompson
Instrument(s): Surface Scatter 6 & 7 Turb, 1720 E Turb, Solitax Turb, GLI pH
Account Number: Account # 008106
BUSINESS PHONE: 1-800-227-4224
email: quotes@hach.com

10/7/2015

COMPANY:	Hach-GLI
ADDRESS:	
BUSINESS PHONE:	**Quantities are estimates
FAX:	

**QTY	Vendor Part #	Unit	Item Description	Unit Price	PRICE
20	2660549	ea	Formazin STd, 800 NTU, 500 ml	\$ 78.35	\$ 1,567.00
20	2461-49	ea	Formazin, 4000 fnu , 500 ml	\$ 71.59	\$ 1,431.80
20	2660153	ea	20 NTU StablCal Formazin Std	\$ 133.00	\$ 2,660.00
8	45034-00	ea	SS6/SS7 Lamp	\$ 84.00	\$ 672.00
4	45006-00	ea	SS 6 Photocell ASSY	\$ 1,339.00	\$ 5,356.00
8	4499300	ea	SS6 Replacement Clips	\$ 54.79	\$ 438.32
1	687-00	ea	SS6 Cylinder brush	\$ 4.36	\$ 4.36
1	4500400	ea	SS6/7 Light Source Assy	\$ 834.00	\$ 834.00
1	71221-00		SS 7 Detector Assembly	\$ 1,091.00	\$ 1,091.00
1	46691-00		SS7 Tubing Kit	\$ 120.00	\$ 120.00
5	SB P1SV-010	ea	Salt Bridge (Box of 10)	\$ 73.35	\$ 366.75
1	PD1P1	ea	pH Sensor	\$ 797.00	\$ 797.00
10	M1A1025-115	ea	Equitransferrant 7 pH Buffer	\$ 67.65	\$ 676.50
3	LXV404.99.00552		SC200 Controller Solitax and pH	\$ 1,842.00	\$ 5,526.00
1	LXV423.99.10000	ea	Solitax t-line sc immersion probe	\$ 3,561.00	\$ 3,561.00
6	LZX050	ea	Replacement Wiper Blades, pk of 5	\$ 75.05	\$ 450.30
3	5218000	ea	1720E Photocell Assembly	\$ 417.00	\$ 1,251.00
6		ea			
1	1895000	ea	1720E Lamp Assembly	\$ 62.00	\$ 62.00
Purpose:					\$ 26,871.03
Please provide pricing to assist in determining the 2016 'take and pay' blanket purchase order amount for:					
Spare Parts, consumables and service for:					
Hach Solitax, Accu4, 1720 E and Surface Scatter 6 & 7 Turbidity Instrumentation; GLI pH					
This is not a guarantee of an order as PVWC may order all, some or none of the items listed above					
The quoted amounts should reflect pricing effective through December 31, 2016.					
Please return completed form via email or FAX (973-237-2060 ATTN: Sue Mahoney)					

2016 Hach Blanket Purchase Order: AccuVac Ampules

Requisition # 29121

Account Code: 00135024256013

Commodity Code: 175-074

2016 Estimated Amount: \$ 16,675

Hach Quote Number: 100123312v1 December 1, 2015

2015 Actual Amount: \$ 1338

Laboratory Purpose

- The Hach AccuVac Ampules are used to measure the dissolved ozone residual in the disinfection step of the LFWTP purification process
- LFWTP has 16 dissolved ozone online analyzers installed at the LFWTP.
- These ampules provide a quick and convenient way for the Plant Operators to measure the dissolved ozone residual to determine correct ozone dosage and verify online instrument performance 24 hours a day / 7 days a week.
- In the event of online instrument or SCADA Communication failure, these ampules are the only means the Operators have to determine the ozone residual during off-hours when the Laboratory is not staffed.
- Although the 2015 usage is well below the estimated usage due to the fact that routine sampling was only performed once per day, this purchase order reflects the estimated usage in the event of a failure.
- The routine 2016 usage is expected to increase due to the fact the Operators will now be sampling once per shift (3X per day) rather than once per day.

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PRICE QUOTATION

CONTACT NAME: Jennifer Sorensen

DATE: 10/6/2015

Account Number:
BUSINESS PHONE:
email:

COMPANY:	Hach GLI
ADDRESS:	
BUSINESS PHONE:	**Quantities are estimates
FAX:	

[illegible]**Purpose:**

Please provide pricing to assist in determining the 2016 'take and pay' blanket purchase order amount for:
Hach AccuVac ampules

This is not a guarantee of an order as PVWC may order all, some or none of the items listed above
The quoted amounts should reflect pricing effective through December 31, 2016.
Please return completed form via email to: PVWC@pvwc.com

Please return completed form via email or FAX (973-237-2060 ATTN: Sue Mahoney)

2016 Hach Blanket Purchase Order: Hach Laboratory Reagents & Supplies

Requisition # 29124

Account # 00135024256013

Commodity Code: 493-096

Hach Quote Number: 100123313v1 December 1, 2015

2016 estimated: \$ 25514

2015 Actual Amount: \$ 3711

Laboratory Purpose

The laboratory and operations department use various Hach equipment and reagents to monitor water quality. This purchase order is set up so the laboratory can quickly and easily order the proprietary Hach supplies and reagents required to perform and or support various analyses, some of which include:

- DR5000 Spectrophotometer spare parts, standards: Currently being used by Operations to analyze UV-254 for the purpose of quality control and can be used as a back-up for Laboratory use
- DR6000 Spectrophotometer spare parts, standards: Currently being used in the Laboratory to analyze the following certified parameters:
 - UV-254
 - Dissolved Ozone
- DR2800 Spectrophotometer spare parts, standards: Currently being used by Operations to measure the dissolved ozone residual using Hach AccuVac Ampules.
- DR2100 Turbidimeter: 2 instruments
 - One instrument is used in the laboratory to measure the certified turbidity of various samples in the watershed, all stages of the treatment process, the finished water reservoirs, the remote pumping facilities and the distribution system. This instrument is critical in verifying the performance of the online continuously monitoring turbidity analyzers.
 - The second instrument is used by operations to measure the turbidity at various treatment process stages as well as the daily individual and combined effluent turbidity which is a regulatory requirement.
- Reagents and standards included in this purchase order are used to calibrate and verify the performance of the instrumentation.
- The estimated 2016 usage is based on the worst case scenario so that in the event of multiple failures, repairs can be made and supplies can be ordered so as not to interrupt the continuous operation of the laboratory and operations.

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PRICE QUOTATION

COMPANY:	Hach GLI
ADDRESS:	
BUSINESS PHONE:	**Quantities are estimates
FAX:	

QTY**	Vendor Part #	Unit	Item Description	Unit Price	PRICE
4	LZV510	EA	1cm rect flow thru quartz cell dr6000	655	2620
1	LZV877	EA	Dr6000 Pump tubing	32.85	32.85
					0
20	4822800	EA	DR5000 SAMPLE CELLS	257	5140
4	A23801	EA	DR5000 PUMP TUBING	89.99	359.96
2	A23800	EA	DR5000 inlet /waste tubing	171	342
3	LZV780	EA	DR5000 sipper TUBING	201	603
1	A23766	EA	DR5000 FILTER	3.99	3.99
4	19700-10	EA	TENSETTE PIPET 0-10ML	281	1124
20	1970001	EA	TENSETTE PIPET 0.1-1 ML	281	5620
2	2199796	PK	PIPET tips 0-10 ml, pk of 50	11.89	23.78
12	47089-00	EA	2100N LAMP	123	1476
20	20849-00	EA	2100N SAMPLE CELLS	54.2	1084
6	2662105	EA	STABLCAL STD KIT	213	1278
4	25890-00	EA	GELEX SECONDARY STDS	248	992
					0
					0
50	2805342	EA	TURBIDITY MRL CHECK STD	48.45	2422.5
4	424-49	EA	HARDNESS BUFFER SOLUTION	26.15	104.6
4	281-01H	EA	CALVER INDICATOR	46.95	187.8
4	425-49	EA	MAN VER INDICATOR	30.89	123.56
12	LZV584	EA	DR2800 Sample Cells	26	312
2	2708000	EA	Ozone Mid Range Spec Check Stds	166	332
2	A24209	EA	DR5000 Quartz Pour Thru Cell	666	1332

Purpose:

Please provide pricing to assist in determing the 2016 'take and pay' blanket purchase order amount for: 25514.04
Hach Laboratory Supplies and reagents

This is not a guarantee of an order as PVWC may order all, some or none of the items listed above
The quoted amounts should reflect pricing effective through December 31, 2016.

Please return completed form via email or FAX (973-237-2060 ATTN: Sue Mahoney)

RESOLUTION #16-18
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on November 17, 2015 for Contract 15-B-41 "Furnish and Install ICP Laboratory Equipment and Appurtenances", which bid was rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

WHEREAS, notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on January 12, 2016 again one (1) bid was received by PVWC for Contract No. 15-B-41 (Re-Bid) "Furnish and Install ICP Laboratory Equipment and Appurtenances"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 14, 2016 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid and qualification of bidder therefor; and

WHEREAS, the responsible bid submitted for this contract was that of PerkinElmer Health Sciences, Inc. of Shelton, Connecticut (the "Awardee") with respect to said bid in the amount of \$85,999.13; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

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

1. That Contract No. 15-B-41 (Re-Bid) "Furnish and Install ICP Laboratory Equipment and Appurtenances" in the total amount of \$85,999.13, in connection with the above described goods and services, is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-41 (Re-Bid) as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	___	___	___	<u>X</u>
BLUMENTHAL D.	___	___	___	<u>X</u>
FRIEND, G.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

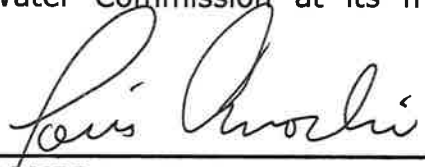
President
RIGO SANCHEZ


Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 14, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Contract 15-B-41 (Re-Bid) "Furnish and Install ICP Laboratory Equipment and Appurtenances"-One Bid Received

Notwithstanding solicitation of bids to potential bidders, in the first solicitation for bids only one bid was received on November 17, 2015 for Contract 15-B-41 "Furnish and Install ICP Laboratory Equipment and Appurtenances", which bid was rejected for lawful cause, and the contract subsequently re-solicited for bids.

Again, and notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on January 12, 2016 one (1) bid was received by PVWC for Contract 15-B-41 (Re-Bid) "Furnish and Install ICP Laboratory Equipment and Appurtenances".

The Law Department has requested that an explanation be provided regarding why only one (1) bid was received for the above-referenced contract and for the re-bid contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the contract and the re-bid contract. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. In addition, there are a limited number of bidders willing and able to satisfy the relatively stringent requirements of the public bidding process that are set forth in the Bid Documents.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 13, 2016

FROM: Purchasing Department

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

RE: **Contract # 15-B-41 (Re-Bid)**
Furnish and Install ICP Laboratory Equipment and Appurtenances

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 bid was received, that of **PerkinElmer Health Sciences, Inc.**, of Shelton, Connecticut, in the amount of \$85,999.13.

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: **15-B-41 (Re-Bid) – PerkinElmer Health Sciences, Inc.**


Amount of Project or Contract: \$ 85,999.13

1. Acct: # 001-0901-419-95-26 Capital / Lab Equipment

Specific Appropriation to which expenditures will be charged: Capital Budget 2016

Other comments: Six (6) Month Contract Commencing: February 2016
Furnish and Install ICP Laboratory Equipment and Appurtenances

Date of Certification: 01/13/16 Certified: \$ 85,999.13


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-41 (Re-Bid)
Furnish and Install ICP Laboratory Equipment and Appurtenances

Bids Received: January 12, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Perkin Elmer Health Sciences, Inc. 710 Bridgeport Avenue Shelton, Connecticut 06484 robert.hope@perkinelmer.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$85,999.13	<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.
Thermo Fisher Scientific 5 Ferris Estates New Milford, Connecticut 06776 doug.searsjr@thermofisher.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION#16-17
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, In the first solicitation for bids for Contract 15-B-40, bids received November 3, 2015 were rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

WHEREAS, in the second solicitation for bids, notwithstanding solicitation of bids to potential bidders, on January 12, 2016 three (3) bids were received by PVWC for Contract No. 15-B-40 (Re-Bid) "Liquid Ferric Sulfate"; and

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

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, the lowest responsible bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, based on the estimated quantity of 1,000 dry tons, in the amount of \$1,560,000.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

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

1. That Contract No. 15-B-40 (Re-Bid) "Liquid Ferric Sulfate" in the total amount of \$1,560,000.00, in connection with the

above described goods and services, is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-40 (Re-Bid) as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
KOLODZIEJ, G.	—	—	—	<u>X</u>
BLUMENTHAL D.	—	—	—	<u>X</u>
FRIEND, G.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 13, 2016

FROM: Purchasing Department

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

RE: **Contract # 15-B-40 (Re-Bid)**
Liquid Ferric Sulfate

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Kemira Water Solutions**, of Lawrence, Kansas, in the amount of \$1,560,00.00.

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: **15-B-40 (Re-Bid) - Kemira Water Solutions, Inc.**

Amount of Project or Contract: \$ 1,560,000.00

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

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

Other comments: One Year Contract Commencing: February 2016
Liquid Ferric Sulfate

Date of Certification: 01/13/2016 Certified: \$ 1,560,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-40 (Re-Bid)
Liquid Ferric Sulfate

Bids Received: January 12, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Kermira Water Solutions 4321 West 6th Street Lawrence, Kansas 66049j kwsna.bids@kemira.com	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>10% Bid Bond</div> <div>Not to Exceed</div> <div>\$20,000.00</div> </div>	<div> <div>\$1,560.00/Ton</div> <div>\$1,560,000.00</div> </div>	<div> <div>X Business Registration Cert.</div> <div>X PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div> </div>
Chemtrade Chemicals US, LLC 90 East Halsey Road Parsippany, New Jersey 07054 pnpatel@chemtradelogistics.com	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> <div>X</div> </div>	<div> <div>\$1,649.92/Ton</div> <div>\$1,649,920.00</div> </div>	<div> <div>X Business Registration Cert.</div> <div>X PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div> </div>
Penco, Inc. 831 Bartlett Road Sealy, Texas 77474 sarah@pennco.com	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>10% Bid Bond</div> <div>Not to Exceed</div> <div>\$20,000.00</div> </div>	<div> <div>\$1,663.33/Ton</div> <div>\$1,663,330.00</div> </div>	<div> <div>X Business Registration Cert.</div> <div>X PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div> </div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> <div>\$</div> </div>		<div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div> </div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> <div>\$</div> </div>		<div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div> </div>

RESOLUTION #16-16
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on February 2, 2016 eleven (11) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-14 "Rehabilitation of PVWC's Verona Water Tank"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Anka Painting Company, Inc. of Palisades Park, New Jersey (the "Awardee") with respect to said bid in the amount of \$732,825.25; and

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

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

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

1. That Contract No. 16-B-14 "Rehabilitation of PVWC's Verona Water Tank" in the total amount of \$732,825.25 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the

submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-14 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	_____	_____	_____
VANNOY, R.	<u>X</u>	_____	_____	_____
CLEAVES, C.	<u>X</u>	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	<u>X</u>
BLUMENTHAL D.	_____	_____	_____	<u>X</u>
FRIEND, G.	<u>X</u>	_____	_____	_____
SANCHEZ, R.	<u>X</u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ




Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 4, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-14**
Rehabilitation of PVWC's Verona Water Tank

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).

Of the eleven (11) bids received, the lowest responsive and responsible proposal was submitted by **Anka Painting Company, Inc.**, of Palisades Park, New Jersey, in the amount of **\$732,825.25**.

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: **16-B-14 - Anka Painting Company, Inc.**

Amount of Project or Contract: \$ 732,825.25


1. Acct: # 001-0901-419-95-25 Capital / Tanks

Specific Appropriation to which expenditures will be charged: Capital Budget 2016

Other comments: Two Hundred Forty (240) Days - Contract Commencing: February
2016

Rehabilitation of PVWC's Verona Water Tank

Date of Certification: 02/04/2016 Certified: \$ 732,825.25


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 16-B-14
Rehabilitation of PVWC's Verona Water Tank

Bids Received: February 2, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Pro-Spec Painting, Inc. 1819 Cedar Avenue Vineland, New Jersey 08360 rosborne@pro-spec.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$820,150.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Utility Services Company, Inc. 535 Courtney Hodges Boulevard Perry, Georgia 31069 Mkujawa@utilityservice.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1,265,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Amstar of Western NY, Inc. 825 Rein Road Cheektowaga, New York 14225 grobinson@amstarwny.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$922,650.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Tsivikos Enterprises 1420 Ninth Avenue, Suite 23 Neptune, New Jersey 07753 dcooper@tsivikos.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$829,723.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
RML Construction, Inc. 500 13th Street Carlstadt, New Jersey 07072 rob@rmlconstructioninc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1,195,705.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.

Contract # 16-B-14
Rehabilitation of PVWC's Verona Water Tank

Bids Received: February 2, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Manda Corporation 250 Columbia Avenue Cliffside Oak, New Jersey 07010 mandacorp1@gmail.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div></div> <div>\$</div>		<div><div>Business Registration Cert.</div><div>PVWC Consent of Surety</div><div>Other Consent of Surety</div><div>Public Works Cont. Cert.</div></div>
Stone Hill Contracting 252 West Swamp Road - Suite 19 Doylestown, Pennsylvania 18901 estimating@stonehillcontracting.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div></div> <div>\$</div>		<div><div>Business Registration Cert.</div><div>PVWC Consent of Surety</div><div>Other Consent of Surety</div><div>Public Works Cont. Cert.</div></div>
Anka Painting Copany P.O. Box 292 Palisades Park, New Jersey 07650 johnp@ankapaintingco.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>10% Bid Bond</div><div>Not to Exceed</div></div> <div>\$20,000.00</div>	\$732,825.25	<div><div>X Business Registration Cert.</div><div>X PVWC Consent of Surety</div><div>Other Consent of Surety</div><div>X Public Works Cont. Cert.</div></div>
Ferraro Construction Corporation 5 Park Drive Franklin, New Jersey 07416 laura@ferraroconstruction.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>Bid Bond</div><div>Not to Exceed</div></div> <div>\$</div>		<div><div>Business Registration Cert.</div><div>PVWC Consent of Surety</div><div>Other Consent of Surety</div><div>Public Works Cont. Cert.</div></div>
Alpine Painting 17 Florida Avenue Paterson, New Jersey 07503 benjr@alpinepainting.com	<div><div>Certified Check</div><div>Cashier's Check</div><div>10% Bid Bond</div><div>Not to Exceed</div></div> <div>\$20,000.00</div>	\$890,671.00	<div><div>X Business Registration Cert.</div><div>X PVWC Consent of Surety</div><div>Other Consent of Surety</div><div>X Public Works Cont. Cert.</div></div>

Contract # 16-B-14
Rehabilitation of PVWC's Verona Water Tank

Bids Received: February 2, 2016

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check CA- Cashier's Check BB- Bid Bond		
US Tank Painting 900 Rike Drive Millstone Township, New Jersey 08535 eric@ustankpainting.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,116,900.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Worldwide Industrial Corporation 470 Mitchell Hill Road Butler, Pennsylvania 16002 missie@worldwidepainters.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$864,600.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Fisher Tank Company 3600 Martin Street - Suite 12 Cropwell, Alabama 35054 rdavis@fishertank.com	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.
Bragaton Construction 1700 Klem Avenue Linden, New Jersey 07036 bragaton@hotmail.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,200,000.00	X Business Registration Cert. PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Principle Industrial Services, LLC 102 Jacksboro Street Chico, Texas 76431 nschirripa@principleindustrial.com	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.

Contract # 16-B-14
 Rehabilitation of PVWC's Verona Water Tank

Bids Received: February 2, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check CA- Cashier's Check BB- Bid Bond				
Southern Road & Bridge, LLC 715 Wesley Avenue Tarpon Springs, Florida 34689 lpappas@southernrb.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed			\$1,196,000.00	X <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed				<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed				<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed				<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed				<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed				<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION#16-15
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on February 9, 2016 notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-4 "Information Technology (IT) Support Services"; 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 a memorandum dated February 10, 2016 from the Director of Engineering, and a memorandum dated February 9, 2016 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid and qualifications of bidder therefor; and

WHEREAS, the responsible bid submitted for this contract was that of Integrated Microsystems, Inc. of Haledon, New Jersey (the "Awardee") with respect to said bid in the amount of \$278,400.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

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

1. That Contract No. 16-B-4 "Information Technology (IT) Support Services" in the total amount of \$278,400.00 in

connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-4 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VANNOY, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, G.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
BLUMENTHAL D.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
FRIEND, G.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ




Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 10, 2016
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 16-B-4 "Information Technology (IT)
Support Services"-One Bid Received February 9, 2016

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why only one bid was received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. There are a relatively limited number of IT support services providers willing to satisfy PVWC's public entity bidding requirements, thereby limiting the number of bidders qualified and capable of performing the required Work.

When the IT support services contract was previously bid under Contract 12-B-15, the lowest responsible bid was that of Integrated Microsystems, Inc. ("Integrated Microsystems") of Haledon, New Jersey, and the said contract was subsequently awarded to them. Under that contract, Integrated Microsystems has provided IT support services to PVWC consistently and reliably, and efficiently and effectively for the duration of that contract.

The responsible, responsive bid for Contract 16-B-4 was that of Integrated Microsystems, Inc. In addition to their excellent performance record under the previous IT support services contract, awarding Contract 16-B-4 to them would provide consistency and continuity to PVWC's ongoing IT support services.

Subject to review and approval by the Law Department, it is recommended that the above-referenced Contract be awarded to the responsible responsive bidder.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 9, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-4**
Information Technology (IT) Support Services

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 **Integrated Micro Systems, Inc.**, of Haledon, New Jersey, in the amount of **\$278,400.00**.

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: **16-B-4 - Integrated Micro Systems, Inc.**


Amount of Project or Contract: \$ 278,400.00

1. Acct: # 001-0604-416-33-01 Professional Services / Computer Consulting

Specific Appropriation to which expenditures will be charged: Budget 2016/2017/2018

Other comments: Two (2) Year Contract Commencing: February 2016
Information Technology (IT) Support Services

Date of Certification: 02/09/2012 Certified: \$ 278,400.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Bids Received: February 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Integrated Micro systems, Inc. 74 Lee Avenue Haledon, New Jersey 07508 jeff@imicrosys.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$278,400.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
SA Technologies, Inc. 5201 Great America Pky - Ste 355 Santa Clara, California 95054 prashant.nagle@satincorp.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Global Convergence 700 Brooker Creek Blvd. - Ste 1000 Oldsmar, Florida 35677 dspagnola@ndiwebsite.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Synogen Solutions 542 Centre Street Nutley, New Jersey 07011 isoto@synogensolutionsnj.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Metro MSP, LLC 686 Reba Road Landing, New Jersey 07850 anthony.vassallo@metromsp.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Bids Received: February 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
MSYS, Inc. 140 Iowa Lane # 201 Cary, North Carolina 27511 bw@msysinc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
SHI 290 Davidson Avenue Somerset, New Jersey 08873 john_minnella@shi.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Baroan Technologies 385 Falmouth Avenue Elmwood Park, New Jersey 07407 guy@baroam.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Synetek Solutions 16415 Addison Road - Ste 170 Addison, New Jersey 75001 jhovanny@synetekolutions.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
My IT Provider 153-155 Roseland Avenue Caldwell, New Jersey 07006 melvinm@myitprovider.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Bids Received: February 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Ask IT Consulting, Inc. 33 Peachtree Court Holtsville, New York 11742 ajaysadval188@gmail.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Document Solutions 151 Sumner Avenue Kenilworth, New Jersey 07033 johnb@dsbls.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Spincube, Inc. 53 John Street Clark, New Jersey 07066 alberto.scalia@spincube.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
PCM IT Solutions 1100 Robert-Bourassa Blvd - Ste 200 Montreal, Qc H3B3A5 adam.nigro@pcm.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION #16-14
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2016

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: **VANNOY**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on January 21, 2016 two (2) bids were received by PVWC for Contract No. 16-B-3 "Liquid Oxygen"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 29, 2016 from the Director of Engineering, and a memorandum dated January 29, 2016 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, the numerical low bid submitted by Praxair, Inc. of Burr Ridge, Illinois ("Praxair") included material qualifications of their bid pricing, which is in contravention of the Local Public Contracts Law and the bid specifications; and

WHEREAS, this material non-curable defect (Praxair's bid included material qualifications of their bid pricing) thereby disqualifies their bid; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Airgas USA, LLC of Allentown, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 4,000 tons, in the amount of \$361,520.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

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

1. That Contract No. 16-B-3 "Liquid Oxygen"; in the total amount of \$361,520.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-3 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	___	___	___	<u>X</u>
BLUMENTHAL, D.	___	___	___	<u>X</u>
FRIEND, G.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.


President
RIGO SANCHEZ


Secretary
CHRYSTAL CLEAVES

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 February 17, 2016.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 29, 2016
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 16-B-3 "Liquid Oxygen"
Two Bids Received January 21, 2016

On January 21, 2016 two (2) bids were received by PVWC for Contract No. 16-B-3 "Liquid Oxygen".

The numerical low bid submitted by Praxair, Inc. of Burr Ridge, Illinois ("Praxair") included material qualifications of their bid pricing, which is in contravention of the Local Public Contracts Law and the bid specifications. This material non-curable defect (Praxair's bid included material qualifications of their bid pricing) thereby disqualifies their bid.

Therefore, the lowest responsible, responsive bid submitted for this contract was that of Airgas USA, LLC of Allentown, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 4,000 tons, in the amount of \$361,520.00; and

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why a limited number of bids were received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process. In addition, four (4) entities purchased set of bid documents.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders both qualified and capable of performing the required Work and willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, it is recommended that the above-referenced Contract be awarded to the lowest responsible responsive bidder.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 1, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-3**
Liquid Oxygen

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).

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **Airgas USA, LLC**, of Allentown, Pennsylvania, in the amount of **\$361,520.00.00**.

Please note: the apparent low bidder, Praxair, Inc., included qualifications in their proposal.

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: **16-B-3 Airgas USA, LLC**

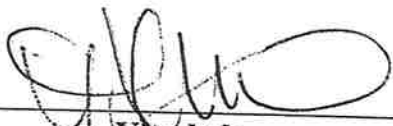
Amount of Project or Contract: \$ 361,520.00

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

Specific Appropriation to which expenditures will be charged: Budget 2016/2017/2018

Other comments: Two (2) Year Contract Commencing: February 2016
Liquid Oxygen

Date of Certification: 02/02/2016 Certified: \$ 361,520.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Bids Received: January 21, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Air Products & Chemicals, Inc. 7201 Hamilton Boulevard Allentown, Pennsylvania 18195 bentonkl@airproducts.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Air Liquide Industries, US LP 5220 East Avenue Countryside, Illinois 60525 amy.waszczak@airliquide.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Praxair, Inc. 7000 High Grove Boulevard Burr Ridge, Illinois 60527 diane_mcavoy@praxair.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$67.48/Ton \$272,920.00	<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.
Airgas USA, LLC 6990 Snowdrift Road - Building A Allentown, Pennsylvania 18106 john.imgrund@airgas.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$85.38/Ton \$361,520.00	<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.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.