



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-119

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: August 17, 2016

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

COMMISSIONER: KOŁODZIEJ offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER: BLUMENTHAL AYES: 7 Time: 12:27 PM

### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	<u>X</u>			
ROBERT VANNOY	<u>X</u>			
CHRYSTAL CLEAVES	<u>X</u>			
GLORIA KOŁODZIEJ	<u>X</u>			
DAVID BLUMENTHAL	<u>X</u>			
GERALD FRIEND	<u>X</u>			
RIGO SANCHEZ	<u>X</u>			

  
\_\_\_\_\_  
PRESIDENT- RIGO SANCHEZ

  
\_\_\_\_\_  
SECRETARY- CHRYSTAL CLEAVES



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 17, 2016.

A handwritten signature in cursive script, reading "Louis Amodio", is written over a horizontal line.

**LOUIS AMODIO**  
**Administrative Secretary**

**RESOLUTION: 16-120**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT PURCHASE FOR FOUR (4) VEHICLES FOR**  
**PVWC'S DISTRIBUTION DEPARTMENT**

**DATE OF ADOPTION: AUGUST 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: **BLUMENTHAL**

**WHEREAS**, PVWC requires the procurement of replacement vehicles for PVWC's Distribution Department; and

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

**WHEREAS**, PVWC has elected to procure four (4) Year 2017 Ford Transit 350 Wagon XL High Roof Vans (State Contract #T2006 15 x 23267 A88231) from Beyer Ford (the "Awardee") of Morristown, New Jersey in the total amount of \$96,060.00 (4 x \$24,015.00 each); and

**WHEREAS**, a copy of a memorandum dated August 4, 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 and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

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

certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

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

1. That the purchases of the above-referenced vehicles under the referenced State Contract is hereby awarded to the Awardee in the amount 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 also set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>CLEAVES, C.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, G.</b>	<u>X</u>	—	—	—
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<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 August 17, 2016.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S PURCHASING DEPARTMENT'S  
MEMORANDUM DATED AUGUST 4, 2016  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 4, 2016

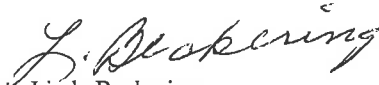
FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **State Contract Purchase**  
**T2006 15-x-23267 A88231**

This purchase will be for the Distribution Department replacing the following vehicles:

# 78 1998 Ford Van – 146,963 miles  
# 45 1998 Ford Van – 135,839 miles  
# 43 1997 Ford Van – 115,838 miles  
# 38 2004 Ford Van – 146,006 miles

The State Contract purchase will be from **Beyer Ford**, of Morristown, New Jersey for four (4) 2017 Ford Transit 350 Wagon XL High Roof Vans @ \$24,015.00 each – total \$96,060.00 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 ✓  
A. Bisesi  
J. Cascone

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

Description of Project or Contract: **State Contract Purchase T2006 15-x-23627 A88231**

**Beyer Ford**

Amount of Project or Contract: \$ 96,060.00


1. Acct: # 001-0901-419-95-04 Capital / Vehicles

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

Other comments: Single Purchase: August 2016

Four (4) 2017 Ford Transit Vans - \$24,015 each – Total \$96,060.00

Date of Certification: 08/04/2016 Certified: \$ 96,060.00

  
Fitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb



# BEYER FORD

Quote

170 Ridgedale Ave.  
Morristown, NJ 07960

To: Passaic Valley Water

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 TRANSIT**  
**STATE OF NEW JERSEY**  
**CONTRACT #A88231**

### Mechanical

Engine: 3.7L TI-VCT V6 (FFV) (STD)  
(STD)

4.10 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

Engine Oil Cooler

70-Amp/Hr Maintenance-Free Battery

HD 250 Amp Alternator

2810# Maximum Payload

GVWR: 9,000 lbs

HD Shock Absorbers

Front Anti-Roll Bar

Hydraulic Power-Assist Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS

### Exterior

Wheels: 16" Steel w/Black Hubcaps

Tires: 235/65R16 AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Black Front Bumper

Black Rear Step Bumper

Black Bodyside Cladding and Black Wheel Well Trim

Trim

Black Door Handles

Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Sliding Rear Passenger Side Door

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Inc. w/Power Door Locks

Aero-Composite Halogen Headlamps

### Entertainment

Radio w/Clock

Radio: AM/FM Stereo w/6-Speakers -

Fixed Antenna

### Interior

Dual Bucket Seats -inc: 10-way power driver seat

Vinyl Front Seats w/Vinyl Back Material

Removable Bench Front Facing Vinyl Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges: Speedometer, Odometer, Eng. Coolant Temp, Tach.

Fixed Rear Windows and Manual Vented 3rd Row Windows

15 Person Seating Capacity

Removable Bench Vinyl 3rd Row Seat Front

Removable Bench Front Facing 4th Row Seat Number

Front Cupholder

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter

Manual Air Conditioning

Rear HVAC

HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts

Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert

Urethane Gear Shift Knob

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

3 12V DC Power Outlets

Full Overhead Console w/Storage and 3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Vinyl/Rubber Floor Trim

Cargo Space Lights

Instrument Panel Bin, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver 1-Touch Down

Power Door Locks w/Autolock Feature

Manual Adjustable Front & Rear Head Restraints

Driver & Front Passenger Side Airbags

Curtain Airbag

### Safety-mechanical

(ESC)

ABS And Driveline Traction Control

### Safety-exterior

Side Impact Beams

Safety-interior

### Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts

Base Price \$ 29,230.00



## Options

Downgrade to (S6E)	\$	(7,000.00)
Rear Defroster	\$	150.00
Fixed Rear Door Glass	\$	295.00
AM/FM Single CD Radio	\$	575.00
Cruise Control	\$	225.00
Key Fobs	\$	65.00
Privacy Glass	\$	315.00
Daytime Running Lights	\$	45.00
Power Heated Mirrors	\$	130.00
Fixed 2nd Row Glass on both sides	\$	70.00
Cloth Seats	\$	100.00
10% Discount off MSRP Factory Options	\$	503.00
Undercoating	\$	490.00
(4) Corner LEDs	\$	695.00

Option Total \$

(5,215.00)

~~(3,342.00)~~

Budget Total \$

~~25,888.00~~

24,015.00

Quote is good for 60 Days

Date: 8/4/2016

To accept this quotation, sign here and return: \_\_\_\_\_



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER BROS CORP	40801
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER BROS CORP	89258
T2760 11-x-21682	OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (T-2760)	BEYER BROS CORP	79161
T2809 12-x-22251	DUMP TRUCK, 68,000 LB. GVWR CAB/CHASSIS W/12 CU.YD. CONVEYOR BODY & ACCESSORIES	BEYER BROS CORP	83470
T2776 15-x-23642	POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	BEYER FORD LLC	88730
T0106 12-x-21817	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	BEYER FORD LLC	81346
T2006 15-x-23627	VEHICLES, PASSENGER VANS, 8/12/15- PASSENGER	BEYER FORD LLC	88231
T2007 13-x-22721	VEHICLES, SPORT UTILITY (SUV)	BEYER FORD LLC	83013
T2100 15-x-23639	VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	BEYER FORD LLC	88727
T2102 15-x-23641	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	BEYER FORD LLC	88214
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER FORD LLC	89263
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER FORD LLC	40813

[TOP](#)



8 PPA | 3 JWS  
PublicRecordAct

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
Copyright © State of New Jersey, 1996-2007  
This site is maintained by the Division of Revenue and Enterprise Services.

**MASTER NOTIFICATION**  
**2015/2016/2017 VEHICLE MANUFACTURER'S CUT-OFF DATES**

Section	Price Line	State Agency Use Only (Blank Copy)	Description	Make/Model	Cut-off Date	Contractor
<b>T000# VEHICLES, AUTOMOBILES, SEDANS/CROSSOVER</b>						
1	1	1	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2016 FORD FIESTA SEDAN S	9/2/2016	CHAS S WINNER INC, DBA WINNER FORD
2	2	1	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	2016 FORD FOCUS SEDAN S	Not Published Yet	CHAS S WINNER INC, DBA WINNER FORD
3	3	1	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	2017 FORD FUSION S	Not Published Yet	HERTRICH FLEET SERVICES
4	4	2	AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR	2017 DODGE JOURNEY SE FWD	Not Published Yet	HERTRICH FLEET SERVICES
5	5	1	AUTOMOBILE, SEDAN, FULL-SIZE, 4-DOOR	2016 CHEVROLET IMPALA LIMITED LS Model has been discontinued - model no longer being produced beyond 2016 model year	1/14/2016	HERTRICH FLEET SERVICES
<b>T010# VEHICLES, TRUCKS, PICKUP, COMPACT</b>						
1	1-2	2	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 6' BODY, 2WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 6' BOX 2WD	Contract Expired	MALL CHEVROLET INC.
2	3-4	2	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 6' BODY, 4WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 6' BOX 4WD	Contract Expired	MALL CHEVROLET INC.
3	5-6	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 5' BODY, 2WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 2WD	Contract Expired	MALL CHEVROLET INC.
4	7-8	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 5' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 4WD	Contract Expired	MALL CHEVROLET INC.
5	9-10	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 6' BODY, 2WD	2015 CHEVROLET COLORADO CREW CAB WITH 6' BOX 2WD	Contract Expired	MALL CHEVROLET INC.
6	11-12	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 6' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 6' BOX 4WD	Contract Expired	MALL CHEVROLET INC.
<b>T200# VEHICLES, PASSENGER VANS, 7/8/12/14-PASSENGER</b>						
1	1-2	2	MINIVAN, 7-PASSENGER	2016 DODGE GRAND CARAVAN SE	5/2/2016	HERTRICH FLEET SERVICES
2	3-4	2	PASSENGER VAN, FULL-SIZE, 6-PASSENGER	2016 FORD TRANSIT 150 WAGON XL	5/2/2016	CHAS S WINNER INC, DBA WINNER FORD
3	5-6	2	PASSENGER VAN, FULL-SIZE, 12-PASSENGER	2017 CHEVROLET EXPRESS 2500 WAGON LS	Not Published Yet	MALL CHEVROLET INC.
4	7-8	2	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	2017 CHEVROLET EXPRESS 3500 EXT. WAGON LS	Not Published Yet	HERTRICH FLEET SERVICES
5	9-10	2	PASSENGER VAN, FULL-SIZE, 15-PASSENGER, HIGH ROOF	2017 FORD TRANSIT 150 WAGON XL HIGH ROOF	Not Published Yet	HERTRICH FLEET SERVICES
<b>IMPORTANT NOTE:</b> Please refer to the New Jersey Motor Vehicle Commission's rules and regulations (13:20-51.1) pertaining to school vehicle transport before ordering a passenger van for this purpose. Information regarding these regulations is available at the following website: <a href="http://www.state.nj.us/treasury/taxation/vehicles/schoolbus.htm">http://www.state.nj.us/treasury/taxation/vehicles/schoolbus.htm</a>						
<b>T200# VEHICLES, SPORT UTILITY</b>						
1	1-2	2	SUV, SMALL, 4-DOOR, 2WD	2017 JEEP PATRIOT SPORT 2WD	Not Published Yet	HERTRICH FLEET SERVICES
2	3-4	2	SUV, SMALL, 4-DOOR, 4WD	2017 JEEP PATRIOT SPORT 4WD	Not Published Yet	HERTRICH FLEET SERVICES
3	5-6	2	SUV, MID-SIZE, 4-DOOR, 2WD	2017 FORD EXPLORER BASE 2WD	Not Published Yet	CHAS S WINNER INC, DBA WINNER FORD
4	7-8	2	SUV, MID-SIZE, 4-DOOR, 4WD	2017 FORD EXPLORER BASE 4WD	Not Published Yet	CHAS S WINNER INC, DBA WINNER FORD
5	9-10	2	SUV, FULL-SIZE, 10 TON, 4-DOOR, 2WD	2017 DODGE DURANGO SEV 2WD	Not Published Yet	HERTRICH FLEET SERVICES
<b>T200# TRUCKS, 26,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES &amp; LIFTGATES</b>						
1/6	3	3	TRUCK, 26,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	GABRIELLI KENWORTH OF NJ LLC
2/10	3	3	TRUCK, 26,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 HINO 268	Not Published Yet	HK TRUCK SERVICES INC.
<b>T200# VEHICLES, TRUCKS, PICKUP, CLASS 1</b>						
1	1-2	2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 2WD	2015 CHEVROLET SILVERADO 1500 REG. CAB 8' BODY 2WD	Contract Expired	MALL CHEVROLET
2	3-4	2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 4WD	2015 RAM 1500 TRADESMAN REG. CAB 8' BODY 4WD	Contract Expired	HERTRICH FLEET SERVICES
3	5-6	2	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 2WD	2016 FORD F-150 XL SUPER CAB 8' BODY 2WD	Contract Expired	CHAS S WINNER INC, DBA WINNER FORD

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

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

**Beckering, Linda**

---

**From:** Bisesi, Andy  
**Sent:** Thursday, August 04, 2016 1:18 PM  
**To:** Beckering, Linda  
**Subject:** RE: Van

VANS	MILES	YEAR	MAKE
# 78	146,963	1998	Ford van
# 45	135,839	1998	Ford van
# 43	115,838	1997	Ford van
# 38	146,006	2004	Ford van

All four are in bad shape and need to be replace

Andy Bisesi  
General Supervisor of Water  
[abisesi@pvwc.com](mailto:abisesi@pvwc.com)  
O: 973-340-4361  
C: 201-697-8662  
F: 973-340-4337



**From:** Beckering, Linda  
**Sent:** Thursday, August 04, 2016 12:44 PM  
**To:** Bisesi, Andy  
**Subject:** RE: Van

Who did you say you were going to ask to do this for you?

Linda Beckering  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011  
(T) 973-340-4315  
(F) 973-340-5584  
[lbeckering@pvwc.com](mailto:lbeckering@pvwc.com)

**From:** Bisesi, Andy  
**Sent:** Thursday, August 04, 2016 10:24 AM  
**To:** Beckering, Linda  
**Subject:** RE: Van

Sure will do

**RESOLUTION; 16-121**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #T0983 13-x-23020 85091**  
**PROCUREMENT OF PHOSPHATE ANALYZERS**

**DATE OF ADOPTION: AUGUST 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: **BLUMENTHAL**

**WHEREAS**, PVWC requires the procurement of up to seven (7) new phosphate analyzers; 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 phosphate analyzers in the total amount of up to \$125,661.48 (based on purchasing all 7 analyzers x \$17,951.64 each) from Hach Company of Loveland Colorado (the "Awardee") under State Contract #T0983 13-x-23020 85091 (herein the "State Contract"), and a copy of a memorandum dated August 3, 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 and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

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

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

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of up to \$125,661.48; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

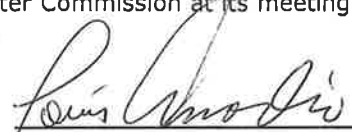
  
\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
\_\_\_\_\_  
**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 August 17, 2016.

---

**LOUIS AMODIO**  
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #T0983 13-x-23020 85091  
PROCUREMENT OF PHOSPHATE ANALYZERS**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED AUGUST 3, 2016  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 3, 2016

FROM: Purchasing Department

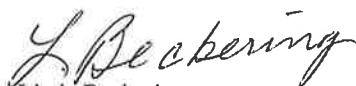
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss

RE: **State Contract Purchase – Contract # T0983 13-x-23020 85091**  
**Environmental Testing Instruments**

The Purification Department is required to comply with the Federal Lead and Copper Rule, which requires PVWC to monitor the dosing of phosphate chemical into the water (please see attached memo from David Pranitis). These analyzers will be placed at intervals at five to seven locations (quote attached).

The State Contract purchases will be from **Hach Company**, of Loveland, Colorado, in the amount of \$125,661.48.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓  
D. Pranitis  
S. Mahoney

**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 85091**


Amount of Project or Contract: \$ 125,661.48

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

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

Other comments: Multiple Purchases Over Time  
Laboratory Equipment

Date of Certification: 08/03/2016 Certified: \$ 125,661.48

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---



State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
T0987 13-X-23020	ENVIRONMENTAL TESTING INSTRUMENTS	HACH COMPANY	85091
TOP			



Public Records

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

[Purchase & Property: Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
[Treasury: Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
[Statewide: NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
Copyright © State of New Jersey, 1996-2007  
This site is maintained by the Division of Revenue and Enterprise Services.

**Beckering, Linda**

---

**From:** Prantis, David  
**Sent:** Friday, July 29, 2016 3:17 PM  
**To:** Mahoney, Suzanne; Beckering, Linda  
**Subject:** RE: Req # 29849

We are ordering this equipment to allow continuous monitoring of phosphate in the drinking water we put out to the public and to our wholesale clients.

PVWC adds a phosphate chemical to its water supply to reduce corrosion of lead pipes in our customers' homes, schools, businesses, etc. This is important to minimize the exposure of our customers to toxic lead in their drinking water. It is an important component of our compliance with the federal Lead and Copper Rule.

To comply with this rule we need to dose the phosphate chemical into the water. If there is a mechanical dosing failure and the phosphate level starts to drop, we need to know about it immediately so we can fix the problem. If the phosphate level drops off and we don't fix it, our wholesale clients could be put out of compliance and PVWC might be held responsible for their failure to meet regulations. Our own customers could be put at risk of exposure to increased levels of lead in their tap water.

We currently want to install analyzers at Hepburn Road along our 51" high pressure transmission main to monitor phosphate being added at the Great Notch facility. We also want to install one near the Verona water tank to monitor phosphate in the line going to that location and farther south. In the future, we expect to add analyzers at or near each of our phosphate dosing locations, for a total of five to seven analyzers estimated at present.

*David Prantis*  
PVWC Laboratory Manager

**From:** Mahoney, Suzanne  
**Sent:** Friday, July 29, 2016 2:59 PM  
**To:** Mahoney, Suzanne  
**Cc:** Prantis, David  
**Subject:** RE: Req # 29849

Linda,

Here's the quote from Hach.

Dave will be sending an email outlining the details regarding this analyzer and additional analyzers slated for purchase and installation in the near future.

Hopefully we can get them all board approved now so the remaining ones can be ordered without any issues

Thanks

Sue

**From:** Mahoney, Suzanne  
**Sent:** Friday, July 29, 2016 11:37 AM

**To:** Beckering, Linda  
**Subject:** Req # 29849

Hi Linda

Once this PO is issued can you send it to me rather than sending it in through the usual channels – we already have the instrument since we were testing it on site so I want to send it to my sales rep to process to avoid a duplicate order

Should I make a note in the req or something?

Please let me know.

Have a great weekend

Thanks

Suzanne Mahoney  
Instrument Chemist  
Passaic Valley Water Commission  
800 Union Boulevard  
Totowa, New Jersey 07512  
O: 973-237-2053  
F: 973-237-2060  
24/7: 973-340-4300  
[www.pvwc.com](http://www.pvwc.com)

**Beckering, Linda**

---

**From:** Mahoney, Suzanne  
**Sent:** Monday, August 01, 2016 7:08 AM  
**To:** Beckering, Linda  
**Subject:** FW: Hach quote number 100166836

Linda

I reached out to my sales rep re: Quote Expiration Date – his response is below.

Thanks for your help.

Sue

**From:** Reed, Shane [<mailto:sreed@hach.com>]  
**Sent:** Friday, July 29, 2016 2:54 PM  
**To:** Mahoney, Suzanne  
**Subject:** RE: Hach quote number 100166836

Hi Sue,

Yes, that will be fine. The pricing will remain the same. If the date needs updated, we can change it once you have the PO.

SHANE REED | Technical Sales Specialist | Regional Sales Manager – New Jersey  
P 800.227.4224 ext 2032 | M 484.866.2877 | O/F 855.422.4489  
Hach Company | [www.hach.com](http://www.hach.com) | [sreed@hach.com](mailto:sreed@hach.com)

**Be confident in your water analysis. Be right with expert answers, outstanding support, and reliable, easy-to-use solutions from Hach.**

**From:** Mahoney, Suzanne [<mailto:SMahoney@PVWC.com>]  
**Sent:** Friday, July 29, 2016 2:36 PM  
**To:** Reed, Shane  
**Subject:** FW: Hach quote number 100166836

Hi Shane – sorry to bother you – I just noticed the quote date is 6/3/16 and it expires 8/3/16 – is that ok – the PO may not be approved for a month or so.

**From:** [rlleblan@hach.com](mailto:rlleblan@hach.com) [<mailto:rlleblan@hach.com>]  
**Sent:** Friday, July 29, 2016 9:22 AM  
**To:** Mahoney, Suzanne; [crosina@hach.com](mailto:crosina@hach.com); [sreed@hach.com](mailto:sreed@hach.com)  
**Subject:** Hach quote number 100166836

Sue -

On behalf of **Cassie Rosina** and Hach, thank you for your interest in Hach products. The attached quotation is valid for sixty (60) days.

Please reply to this message to confirm receipt of this quotation.

**PLACING AN ORDER: REFERENCE YOUR QUOTE NUMBER:**

PHONE: 800-227-4224 extension 6100, for urgent orders

E-MAIL: [orders@hach.com](mailto:orders@hach.com)

FAX: 970-669-2932

WEB: [www.hach.com](http://www.hach.com)

If you have any questions or need additional information please contact **Cassie** at **908-419-8257** or via e-mail [crosina@hach.com](mailto:crosina@hach.com).

We appreciate your business and look forward to offering you the quality products and services we are proud to deliver to our customers.

Sincerely,

HACH | [www.hach.com](http://www.hach.com)

P 800.227.4224 | F 970-669-2932

**Be confident in your water analysis. Be right with expert answers, outstanding support, and reliable, easy-to-use solutions from Hach**

Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.

Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.



Be Right™

## Quotation

Quote Number: 100166836v2  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 06/03/16

Quote Expiration: 08/02/16

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

Name: Sue Mahoney  
Phone: 973-340-4300  
Email: smahoney@pvwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassle Rosina Email: crosina@hach.com Phone: 908-419-8257

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	5500.KTO.PL.A1U	KTO: 5500sc PHOS LR, 1CH/AC/US, CHEM	1	13,579.86	13,579.86
2	2035400	KTO: 5500SC PHOSPHATE LR RGT SET	2	353.78	707.56
3	6788307	KIT, MAINTENANCE, 5500sc/9611sc, LR PHOSPHATE, SINGLE CHANNEL	2	415.52	831.04
4	LZY885.99.00002	PROGNOSYS communication card, to be used with the Hach sc1000 digital controller. Comes with manual and instructions.	1	980.00	980.00
Grand Total				15,098.46	

### RECOMMENDED ACCESSORIES & SERVICES

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	WRTUPG5500SC	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	1	1,891.00	1,853.18

### TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (I)

Buyer's issuance of a purchase order document against Hach's offer; (II) acknowledgement of Buyer's order by



hach, or any amendment or any performance by their product to Buyer's order. Revisions submitted by Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

**ORDER TERMS:**

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the Invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to Invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

**Sales Contact:**

Name: Cassie Rosina  
Title: Regional Sales Manager  
Phone: 908-419-8257  
Email: crosina@hach.com

**Prepared By:**

Name: Rachel Le Blanc  
Title: Field Sales Support Specialist II  
Phone: 800-227-4224 X 6274  
Email: rleblan@hach.com



**Be Right™**

Quotation Addendum

## HACH COMPANY

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: orders@hach.com  
quotes@hach.com  
techhelp@hach.com

**Export**  
Phone: 970-669-3050  
Fax: 970-461-3939  
Email: intl@hach.com

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

### ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
Provides post-sale instrumentation and application support	The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents	Instrument Protection and Service
✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.	✓ Lower inventory costs and fresh supplies	✓ Savings of more than 20% versus a "pay as you go" approach
✓ Available via phone, e-mail, or live online chat at Hach.com!	✓ Reduced paperwork – one purchase order for the entire year	✓ Freedom from maintenance
✓ Toll-free phone: 800-227-4224	✓ Automatic shipments on your schedule	✓ Worry-free compliance with Hach's certification
✓ E-mail: techhelp@hach.com	✓ Easier budgeting	✓ Fixed maintenance budget for the entire year
www.Hach.com	www.Hach.com/sirr	www.Hach.com/warrantyplus

### ADVANTAGES OF SIMPLIFIED FREIGHT

<u>Safe &amp; Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement	✓ No need to set up deliveries for orders or to schedule pickup	✓ No additional invoice to process – save on time and administrative costs
✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ Hach ships simplified freight orders as the product is available at no additional cost	✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED FREIGHT CHARGES <sup>1, 2, 3</sup>						Collect <sup>4</sup> Handling Fee Effective 8/16/2014
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$181.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

### SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS &amp; CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-installment fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See §122 for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitutes or has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaher.com/integrity-and-compliance](http://www.danaher.com/integrity-and-compliance) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockades, seizures or freeze of assets, delays or refusal to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

v. 2015-06-03

**RESOLUTION: 16-123**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #M0483-16-r-24098 89967**  
**PROCUREMENT OF COMPUTER EQUIPMENT**

**DATE OF ADOPTION: AUGUST 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: **BLUMENTHAL**

**WHEREAS**, PVWC requires the procurement of one (1) new replacement computer for PVWC's Operators office; and

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

**WHEREAS**, PVWC has elected to procure the said computer equipment in the total amount of \$1,860.90 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-16-r-24098 89967 (herein the "State Contract"), and a copy of a memorandum dated August 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 and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

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

certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

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

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$1,860.90; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

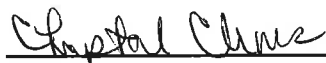
---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>CLEAVES, C.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, G.</b>	<u>X</u>	—	—	—
<b>FRIEND, G.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<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 August 17, 2016.

---

**LOUIS AMODIO**  
**Administrative Secretary**



**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #M0483-16-r-24098 89967  
PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED August 8, 2016  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 8, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # M0483-16-r-24098 89967  
Computers and Monitors**

The Operators Office requires one of their computers to be replaced (quote attached).

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$1,860.90**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

  
Linda Beckering  
Purchasing Agent

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

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

Description of Project or Contract: **State Contract Purchase M0483-16-r-24098 89967  
Dell Marketing, LP**

Amount of Project or Contract: \$ 1,860.90

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

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Single Purchase: August 2016  
Computer Equipment

Date of Certification: 08/08/2016 Certified: \$ 1,860.90



---

**Esther Gluck**  
Assistant Comptroller

YW:lb

---

## TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
M7000 15-r-23681	DATA COMMUNICATIONS EQUIPMENT	DELL MARKETING LP	88796
M0483 16-r-24098	NASPO VALUEPOINT COMPUTER	DELL MARKETING LP	89967
M0003 16-r-24052	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	89850
TOP			



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
 Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
 Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
 Copyright © State of New Jersey, 1996-2007  
 This site is maintained by the Division of Revenue and Enterprise Services.



# Quote 1023092629204.1

## PASSAIC VALLEY WATER COMMISSIO

### Salesperson

Salesperson Name  
Amber Hargis

Salesperson Email  
Amber\_Hargis@Dell.com

Salesperson Phone  
18004563355

Salesperson Extension  
7250045

### Quote Details

Quote Date  
08/08/2016

Quote Validity  
09/07/2016

Solution ID  
-

### Billing Details

Company Name  
PASSAIC VALLEY WATER COMMISSIO

Customer Number  
133751762

Phone Number  
1 (973) 8030563

Address  
1525 MAIN AVE  
CLIFTON  
NJ  
07011-2195  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Precision R7910	1	\$1,860.90	\$1,860.90
Subtotal			\$1,860.90
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$1,860.90

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

Dear Customer,

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

Regards,  
Amber Hargis

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

## Product Details by Shipment

### Shipping Group 1

Shipping Contact:	ACCOUNTS PAYABLE	Subtotal	\$1,860.90
Shipping Phone No:	1 (973) 8030563	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	1525 MAIN AVE	Environmental Fee	\$0.00
	CLIFTON	Total	\$1,860.90
	NJ 07011-2195		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell Precision R7910	1	\$1,860.90	\$1,860.90

Estimated Delivery Date: 08/18/2016  
Contract Code: wn23agw  
Customer Agreement No: MNWNC-108/89967

210-ACYX	Dell Precision Rack 7910 XCTO Base	1	-	-
338-BFDU	Intel Xeon Processor E5-2603 v3 (6C, 15MB Cache, 1.6GHz)	1	-	-
412-AADT	Single Processor Heatsink for R7910	1	-	-
575-BBDN	DIMM/Processor Filler for R7910	1	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	1	-	-
658-BCSB	Microsoft Office 30 Day Trial	1	-	-
370-ABTJ	8GB (2x4GB) 2133MHz DDR4 RDIMM ECC	1	-	-
400-AFFK	500GB 2.5inch Serial ATA (7.200 Rpm) Hard Drive	1	-	-
429-AATR	DVD ROM, SATA, INTERNAL	1	-	-
329-BCHZ	Dell Precision Rack 7910 Chassis	1	-	-
329-BCIB	Dell Precision R7910 Motherboard	1	-	-
490-BCYY	Nvidia NVS 310, 1GB, 2 DP (1 DP to SL-DVI adapter)	1	-	-
817-BBBC	Not Selected in this Configuration	1	-	-
461-AABV	No Accessories	1	-	-
340-ADBJ	Thank You for Choosing Dell	1	-	-

405-AAGC	C1 SATA/SSD 2.5", 1-8 Hard Drives	1	-	-
780-BBCJ	Non RAID	1	-	-
403-BBHG	2 X Integrated Intel 4 port AHCI SATA chipset controllers (tot 8 X 6.0Gb/s) SW RAID 0,1,5,10	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
411-XXXY	Boot drive or boot volume is less than 2TB	1	-	-
429-AABU	PowerDVD Software not included	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
540-BBIR	Intel I350 (4x1Gbit) Quad Port Network Card	1	-	-
580-AADG	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	1	-	-
340-ADBJ	Thank You for Choosing Dell	1	-	-
570-AACR	Dell USB Optical Mouse MS111	1	-	-
637-AAAS	Dell Backup and Recovery Basic	1	-	-
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	1	-	-
450-AAHH	US/Thailand/Philippines/Guam Power Cord	1	-	-
389-BEUT	MOD,LBL,REG,R7910,DAO	1	-	-
350-BBFFK	Bezel	1	-	-
340-AMMC	MOD,PLCMT,PWS,R7910,DAO	1	-	-
450-AEHL	Single, Hot-plug Power Supply (1+0), 1100W	1	-	-
575-BBCH	No Stand included	1	-	-
770-BBKQ	No Rack Mounting Rails	1	-	-
330-BBDZ	Left Riser (Riser 3) with 2 PCI-e x16 wired as x8 single width slots	1	-	-
370-AAIP	Performance Optimized	1	-	-
421-9982	Thank you for buying Dell	1	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1	-	-
422-0052	SW,MY-DELL,CRRS	1	-	-
640-BBDH	Adobe Reader 11	1	-	-
640-BBEW	Dell Data Protection   Protected Workspace	1	-	-
640-BBHR	Visit <a href="http://www.dell.com/encryption">www.dell.com/encryption</a>	1	-	-
640-BBHS	Not Selected in this Configuration	1	-	-
658-BBIH	Dell Applications for Windows 7	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1	-	-
387-BBCE	No Energy Star	1	-	-
328-BBZI	Shipping Material for Dell Precision R7910	1	-	-
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	1	-	-
328-BBZM	TPM 1.2	1	-	-
329-BBJL	TPM Enabled	1	-	-
332-1286	US Order	1	-	-
370-ABXJ	10 Memory Fillers	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
401-AACC	No Additional Hard Drive	1	-	-
385-BBIQ	iDRAC8 Express, integrated Dell Remote Access Controller, Express for Precision Workstations	1	-	-
525-0057	Kace K1000 Express	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	-	-
997-5852	Dell Limited Hardware Warranty Plus Service	1	-	-

997-5877

ProSupport: Next Business Day Onsite 3 Years

1

997-5893

ProSupport: 7x24 Technical Support, 3 Years

1



## Important Notes

### Terms of Sale

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

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

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

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

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

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

### Pricing, Taxes, and Additional Information

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

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

**RESOLUTION: 16-122**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #M0483-08-r-39975 70256**  
**PROCUREMENT OF COMPUTER EQUIPMENT**

**DATE OF ADOPTION: AUGUST 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: **BLUMENTHAL**

**WHEREAS**, PVWC requires the procurement of six (6) new computers, two (2) of which will serve to provide access to outside title searches at PVWC's auditor's recommendation, with the remaining four (4) computers to serve as spares to be distributed on an as-required basis; and

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

**WHEREAS**, PVWC has elected to procure the said computer equipment in the total amount of \$7,486.08 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-16-r-24098 89967 (herein the "State Contract"), and a copy of a memorandum dated August 3, 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 and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the

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

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

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

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$7,486.08; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

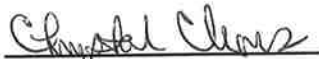
---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

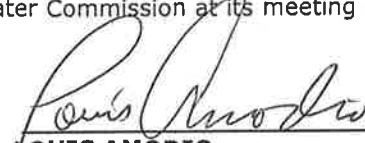
\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**CHRISTAL 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 August 17, 2016.

---

**LOUIS AMODIO**  
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #M0483-16-r-24098 89967  
PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED AUGUST 3, 2016  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 3, 2016

FROM: Purchasing Department

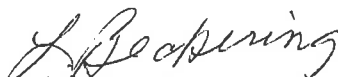
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss

RE: **State Contract Purchase – Contract # M0483-16-r-24098 89967  
Computers and Monitors**

The Finance Department requires two (2) all-in-one desktop computers to provide access to outside Title Searchers at our Auditor's recommendation. We also require the purchase of an additional four (4) units to maintain as spares (quote attached).

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$7,486.08**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering  
Purchasing Agent

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

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

Description of Project or Contract: **State Contract Purchase M0483-16-r-24098 89967**


Amount of Project or Contract: \$ 7,486.08

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

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Single Purchase: August 2016  
Computer Equipment

Date of Certification: 08/03/2016 Certified: \$ 7,486.08

  
\_\_\_\_\_  
**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
M7000 15-r- 23681	DATA COMMUNICATIONS EQUIPMENT	DELL MARKETING LP	88796
M0483 16-r- 24098	NASPO VALUEPOINT COMPUTER	DELL MARKETING LP	89967
M0003 16-r- 24052	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	89850

[TOP](#)



800 NJ 1000  
Public Access

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
Copyright © State of New Jersey, 1996-2007  
This site is maintained by the Division of Revenue and Enterprise Services.





# Quote 1019018796242.1

## PASSAIC VALLEY WATER COMMISSIO

**Salesperson****Quote Details****Billing Details**

**Salesperson Name**  
Amber Hargis

**Quote Date**  
07/28/2016

**Company Name**  
PASSAIC VALLEY WATER COMMISSIO

**Salesperson Email**  
Amber\_Hargis@Dell.com

**Quote Validity**  
08/27/2016

**Customer Number**  
133751762

**Salesperson Phone**  
18004563355

**Solution ID**  
-

**Phone Number**  
1 (973) 8030563

**Salesperson Extension**  
7250045

**Address**  
1525 MAIN AVE  
CLIFTON  
NJ  
07011-2195  
US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7440 AIO	6	\$1,247.68	\$7,486.08
Subtotal			\$7,486.08
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$7,486.08

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

Dear Customer,

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

Regards,  
Amber Hargis

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

## Product Details by Shipment

### Shipping Group 1

Shipping Contact:	ACCOUNTS PAYABLE	Subtotal	\$7,486.08
Shipping Phone No:	1 (973) 8030563	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	1525 MAIN AVE	Environmental Fee	\$0.00
	CLIFTON	Total	\$7,486.08
	NJ 07011-2195		
	US		

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7440 AIO	6	\$1,247.68	\$7,486.08

Estimated Delivery Date: 08/09/2016  
Contract Code: wn23agw  
Customer Agreement No: MNWNC-108/89967

210-AFLX	OptiPlex 7440 AIO XCTO	6	-	-
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	6	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	6	-	-
658-BCSB	Microsoft Office 30 Day Trial	6	-	-
391-BBDM	Non-Touch LCD, Dell OptiPlex AIO	6	-	-
575-BBHP	Articulating Stand for OptiPlex 7440	6	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	6	-	-
329-BCSS	7440 AIO 23.8, FHD NonTouch with No Camera, Integrated Graphics, Bronze PSU	6	-	-
370-ACHW	16GB (2x8G) 2133MHz DDR4 Memory	6	-	-
400-AJCV	2.5 inch 500GB 7200rpm Hard Disk Drive	6	-	-
401-AADF	No Additional Hard Drive	6	-	-
555-BCOY	Intel Dual Band Wireless 8260 (802.11ac) + Bluetooth	6	-	-
555-BCOG	Intel DB WLAN 8260 Software	6	-	-

429-AAWG	No Optical Drive	6	-	-
632-BBBJ	PowerDVD Software not included	6	-	-
580-ADJM	Dell KM636 Wireless Keyboard & Mouse English, Black	6	-	-
570-AAAF	No mouse selected on your OptiPlex system	6	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	6	-	-
634-BENZ	No DDP ESS Software	6	-	-
954-3465	No DDPE Encryption Software	6	-	-
631-AAUF	Intel(R) vPro Technology Enabled	6	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	6	-	-
637-AAAS	Dell Backup and Recovery Basic	6	-	-
640-BBDF	Adobe Reader 11	6	-	-
640-BBEV	Dell Data Protection   Protected Workspace	6	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	6	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex	6	-	-
658-BBNF	Waves Maxx Audio Royalty	6	-	-
658-BBVM	MY DELL	6	-	-
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	6	-	-
387-BBKP	ENERGY STAR Version 6.0 7440 AIO	6	-	-
340-ABJI	No Diagnostic/Recovery CD media	6	-	-
340-ABKW	No Quick Reference Guide	6	-	-
332-1286	US Order	6	-	-
389-BCGW	No UPC Label	6	-	-
389-BBUU	Shipping Label for DAO	6	-	-
389-BHTB	Ship Material for OptiPlex 7440 AIO	6	-	-
389-BHJV	Intel Core i7 vPro Processor Label	6	-	-
817-BBBN	NO RAID	6	-	-
409-BBCF	No Intel Rapid Start or Smart Connect	6	-	-
800-BBIO	Desktop BTO Standard shipment	6	-	-
525-0057	Kace K1000 Express	6	-	-
329-BBJL	TPM Enabled	6	-	-
389-BHSV	Regulatory Label Opti 7040 AIO Non Touch	6	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	6	-	-
817-BBBB	No FGA	6	-	-
480-AACF	Monitor not included	6	-	-
461-AABV	No Accessories	6	-	-
817-BBBC	Not Selected in this Configuration	6	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	6	-	-
997-6870	Dell Limited Hardware Warranty Plus Service	6	-	-
997-6895	ProSupport: Next Business Day Onsite 3 Years	6	-	-
997-6915	ProSupport: 7x24 Technical Support, 3 Years	6	-	-

## Important Notes

### Terms of Sale

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

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

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

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

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

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

### Pricing, Taxes, and Additional Information

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

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