

RESOLUTION RE: AUTHORIZATION TO PURCHASE VARIOUS INSTRUMENTATION PARTS AND SUPPLY SERVICES FROM PUMPING SERVICES THROUGH THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

WHEREAS, the Board of Commissioners of the Wanaque Valley Regional Sewerage Authority (WVRS) has the need to purchase various instrumentation parts and supply services for the operation of its wastewater treatment facility; and

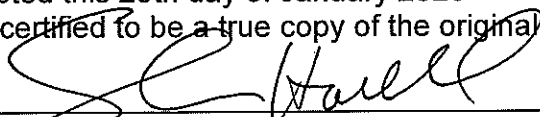
WHEREAS, on September 22, 2021, the WVRS Board of Commissioners adopted Resolution 21-64 authorizing membership in the North Jersey Wastewater Cooperative Pricing System for the period October 1, 2021 through November 24, 2024 and renewing automatically thereafter unless the WVRS determines to withdraw; and

WHEREAS, the following vendor is an authorized vendor approved by the North Jersey Wastewater Cooperative Pricing System, and assigned contract numbers, thereby affording the WVRS the opportunity of direct purchase without competitive bidding:

Pumping Services, Inc. Contract # B471-15

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the WVRS does hereby authorizes the use of the North Jersey Wastewater Cooperative Pricing System Contract #B471-15 for the purchase of various instrumentation parts and supply services.

Adopted this 28th day of January 2026
and certified to be a true copy of the original



Sharon Hoeland, Dir. of Finance & Admin./Recording Secty

Commissioner	Motion	Second	Ayes	Nays	Abstain	Absent
Allen		X	X			
Conlon	X		X			
Farinella			X			
Gerst			X			
Taukus			X			

Pumping Services



"Protecting Public Health and the Environment"

CONTRACT B471-15

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
Lead Agency

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

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

CONTRACT B471-15
AGREEMENT
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS
TO
B471-15 FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS,
AND SUPPLIES TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD

THIS AGREEMENT, made and executed this 16th day of October 2025 by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and:

Pumping Services
201 Lincoln Blvd
Middlesex, NJ, 08864

a corporation chartered under the laws of the State of New Jersey,
partnership, individual with principals' offices at 201 Lincoln Blvd, Middlesex, NJ
hereinafter called the "Contractor".

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

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

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

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

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

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

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

BY: *Gregory A. Tramontozzi*
PASSAIC VALLEY SEWERAGE COMMISSION
GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

(SEAL) ATTEST BY: *Thomas A. Fuscaldo*
PASSAIC VALLEY SEWERAGE COMMISSION
CLERK

Pumpig Services, Inc.
CONTRACTOR NAME

BY: *Ryan Booth, Vice President*
CONTRACTOR

(SEAL) ATTEST BY: *Ana Chirza deHende, Board of Director Secretary*
CONTRACTOR

AWARD SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO: FAX NUMBER:

Vendor Email: Vendor FEIN:

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

- a. Total number items awarded: 2.
- b. Delivery Period 42 Calendar Days.

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

- 2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.
- 3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.
- 4. The term of this contract is for a one (1) year period beginning November 1, 2025, and extending thru October 31, 2026. All prices shall hold firm, and not subject to increase during the term of the contract.
- 5. The Commissioners do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
- 6. The vendor shall submit bids to provide various instrumentation equipment, parts and supplies and or accessories in reference to the manufacturer's list price and shall indicate a percentage off the manufacturer's list price for each item bid on.

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

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

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

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

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

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

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

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

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

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

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

PASSAIC VALLEY SEWERAGE COMMISSION

BID SHEET B471-15

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

Line Item	Description/Manufacturer	% DISCOUNT	LEAD TIME
61	DANFOSS	10%	42 Days
286	YSI	10%	42 Days