"Protecting Public Health and the Environment"

CONTRACT NO. B481

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

FOR

NATURAL GAS SUPPLY SERVICE

Dated: December 3, 2025

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TRANSMITTAL LETTER

(To be typed on Bidder's Letterhead)

DATE: _________________, 2025

Concord Energy Services - PVSC Energy Agent
520 Burnt Mill Rd
Voorhees, NJ 08043

Dear Concord Energy Services,

______________________________________(the "Bidder") hereby submits its bid (the "Bid") in response to the Request for Bids for Natural Gas Supply Service issued by the Passaic Valley Sewerage Commission ("PVSC") on October 30, 2025.

.

As a duly authorized representative of the Bidder, I hereby certify, represent and warrant as follows in connection with the Bid:

1. The Bidder acknowledges receipt of the RFB and the following addenda:

Addendum No. _______ Receipt Date:____________________

2. The submittal of the Bid has been duly authorized by, and in all respects is binding upon, the Bidder, subject to the terms of the RFB (and any addenda thereto issued by the PVSC, listed above).

3. Bidder agrees that, if it is selected as the winning bidder, it will submit hardcopy, original versions of the Required Forms and Documents, identified in section 00305(F) of the RFB, within three (3) working days of the issuance by the PVSC of the Award Letter.

4. Bidder agrees that, if it is selected as the winning bidder, it will execute the Form of Supply Contract set forth in the Bid (subject to any addenda thereto issued by the PVSC, listed above).

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.

Name of Bidder: (Company Name) ____

By Authorized Representative: ____

Signature: ____

Print Name and Title: ____Date: _________

DIVISION 0 - BIDDING REQUIREMENTS

00100 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Notice is hereby given that Passaic Valley Sewerage Commission "PVSC" will receive bids via an Online Sealed Auction for electric generation service (a.k.a. "power supply") until 12:00 p.m. (NOON) Eastern Daylight Time (EDT) on **Wednesday, December 3, 2025**, in accordance with the procedures set forth in this Invitation to Request for Bids ("RFB").

Sealed Bids shall be submitted to the PVSC utilizing the Online Auction Platform at https://www.concordenergyexchange.com in accordance with instructions provided at https://www.concordenergyexchange.com. All bids by responsible electric energy suppliers ("Bidders") in response to this RFB must be received no later than 12:00 p.m. (NOON), Eastern Prevailing Time, on **Wednesday, December 3, 2025** (the "Submission Date").

Bids shall remain valid until 3:00 p.m. Eastern Prevailing Time on **Wednesday, December 3, 2025**, by which time PVSC intends to issue a Notice of Award. If a contract award is made, the Notice of Award will be executed on PVSC letterhead and shall be considered a binding commitment on behalf of the PVSC to enter into an electric generation service contract with the winning bidder.

This bidding process is being conducted in accordance with N.J.S.A. 58:14-1, et seq. and the "Electric Discount and Energy Competition Act," P.L. 1999, c. 23, ("EDECA") and all applicable regulations and standards promulgated thereunder (hereafter referred to collectively as "the Applicable Law"); and guided by the "Local Government Electronic Procurement Act" P.L. 2018, c. 156; and "Local Public Contracts Law," N.J.S.A. 40A:11 et seq. (the "Local Public Contracts Law").

It is the purpose of Passaic Valley Sewerage Commission not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and equipment to enable him to prosecute the work successfully, and to fulfill all requirements of the contract.

All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in Section 00303.

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44 et seq. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at http://www.nj.gov/treasury/revenue/busregcert.shtml or by phone 609-292-1730. Failure to submit proof of registration prior to award of the contract will result in the contract being awarded to the next lowest responsible bidder. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2009, c. 315 (C.52:32-44 et seq.) or subsection e. of section 92 of PL 1977, c 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All bidders on this contract are required to be eligible for contract award under the terms and conditions of **N.J.S.A. 19:44A-20.13 et seq.,** Chapter 51, formerly Executive Order 134, as described in the subsequent bid documents.

The bidder to whom a contract is awarded will be required to provide the necessary documents as required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.7, Affirmative Action Compliance.

The bidder to whom a contract is awarded will be required to execute the contract (Master Supply Agreement in section 00500 of this RFB) within ten (10) business days (not including Saturday, Sunday or holidays) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address provided that the contract is ready for signature; and in case of the Bidders failure or neglect so to do, Passaic Valley Sewerage Commission may, at their option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

Passaic Valley Sewerage Commission reserves the right to reject all bids, or to accept any bid should they deem it to be in their interest to do so, pursuant to applicable laws and regulations. Passaic Valley Sewerage Commission also reserves the right to waive any minor informality or non-material exceptions in the bid should they deem it to be in their interest to do so pursuant to N.J.S.A. 58:14 et seq.

In accordance with N.J.S.A. 52:32-58 et seq., Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 1, 2025 can be found at: https://www.nj.gov/education/transportation/contract/docs/DisclosureofInvestmentActivitiesinIran.pdf

and https://www.nj.gov/treasury/purchase/pdf/Chapter25List.pdf, respectively.

It **is the responsibility of Bidder to ensure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.

If the contract is to be awarded, it will be awarded to the lowest responsive and responsible bidder(s).

All questions must be submitted electronically to Kim Coulter of Concord Energy Services at kcoulter@concord-engineering.com by **1:00 p.m.** on **Thursday, November 6, 2025**. Responses to questions and any addenda to the RFB (if required) will be issued **no later than close of business on Monday, November 10, 2025**, and distributed to suppliers in accordance with N.J.S.A. 40A:11-23 (c) (2).

The phone number to reach the PVSC's energy agent, Concord Energy Services, is (856-427-0200).

Passaic Valley Sewerage Commission
Office of the Passaic Valley Sewerage Commission
600 Wilson Avenue, Newark, N. J. 07105

Albert Lukin
Clerk

Contract No. B481

Date: October 30, 2025

PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO

PROVIDE NATURAL GAS SUPPLY SERVICE TO THE PVSC
FOR A TERM OF 12-MONTHS, 21- MONTHS, 24-MONTHS, 33-MONTHS OR 36-MONTHS BEGINNING JANUARY 2026

(Note: submission of this form indicates a non-binding expression of interest in responding to the PVSC Bid for Natural Gas Supply Service – Request for Bids dated October 30, 2025 – "RFB")

Supplier Contact Information:

Name of Supplier: ____

NJBPU Gas Supplier License No.: ______________________________

Supplier Representative/Contact for RFB:

Name/Title: ____

Address: ____

Phone: ____

FAX No.: ____

Email: ____

Signature: ____

Date: ________________

- *Submission of this Notice of Intent to Bid ("NOI") will place the Supplier Representative indicated above on the Bid Distribution List for the RFB. Submission of this NOI indicates an expression of interest in responding to the RFB, but does not bind the Supplier to respond to the Bid. However, submission of this NOI, by no later than 2:00 p.m. EDT on November 20, 2025 (the Stage 1 Qualification document deadline), along with other required Stage 1 Qualifications documents set forth in section 00305(F) of the RFB, is required in order for a Supplier to be eligible to submit Stage 2 bid pricing.*

00301 BID BOND - <u>NOT APPLICABLE</u>

00302 - SURETY COMPANY CERTIFICATE - <u>NOT APPLICABLE</u>

CONTRACT B481 SO-1

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: ____

Address of Business: ____

Name of person completing this form: ______________________________

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company

☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)

☐ Other (be specific): ____

Part II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: ______________________________ Name: ______________________________

Address: _______________________ Address: _______________________

__________________________________ __________________________________

Name: ______________________________ Name: ______________________________

Address: ________________________ Address: ________________________

____________________________________ ____________________________________

Part III - **Any Direct or Indirect Parent Entity Which is Publicly Traded**:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

____

____

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

____

____ ____

(Affiant)

Subscribed and sworn before me this ____day of

____________________________, 2 _______.

(Print name of affiant and title if applicable)

(Notary Public)

(Corporate Seal if a Corporation)

My Commission expires:

00304 AFFIRMATIVE ACTION COMPLIANCE

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND/OR EXECUTION THEREOF:

Pursuant to Public Law 1975, C. 127, (NJAC 17:27 Affirmative Action Compliance requires that successful bidders on contracts let by Public Agencies prior to or with the execution of the contract, the low bidders shall furnish the Passaic Valley Sewerage Commission with one of the following documents, whichever may be applicable to his present situation.

1. Copy of a Federal letter of approval from the U. S. Department of Labor's Office of Federal Compliance Programs (OFCCP).

2. Photo copy of the Certificate of Employee Information Report.

3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.

Failure to supply the Affirmative Action document within the time frame allowed by law, will require the Public Agency to declare the contractor as being non-responsive.

Pursuant to N.J.S.A. 10:5-31, Affirmative Action Compliance is required by contractors bidding on contracts let by Public Agencies (see Section 00737).

00305 BID SHEET (Including Terms and Conditions Applicable to the Proposal)

Contract No. B481

RFB PROCESS AND SPECIFICATIONS FOR NATURAL GAS SUPPLY SERVICE:

A. NATURE OF NATURAL GAS SUPPLY SERVICE REQUIREMENTS AND SCOPE OF WORK

Overview of the Bidding Process: The purpose of this Request for Bids (RFB) is to solicit bids from BPU-licensed natural gas suppliers for supply of natural gas to the PVSC facilities. There are nineteen (19) natural gas accounts included in this RFB, representing aggregate annual gas consumption of approximately 618,659 dekatherms ("Dth) based upon recent historical usage data obtained from the LDC. Natural gas delivery service for the PVSC's facilities located in Newark, New Jersey is currently obtained for the 19 individual gas accounts included in this RFB via PSE&G's firm delivery service tariffs GSG and LVG. Gas supply for the accounts is currently provided via a third-party supplier contract whose termination date is the January 2026 meter read date.

The PVSC is seeking to obtain natural gas supply service for its accounts for an initial term of 12, 21, 24, 33, or 36 months. The contract will commence with each account's January 2026 meter read date and will terminate with the corresponding meter read date based on the selected term: January 2027 for a 12-month term, October 2027 for a 21-month term, January 2028 for a 24-month term, October 2028 for a 33-month term, or January 2029 for a 36-month term.

The PVSC is seeking to obtain natural gas service for the existing accounts listed in Appendix B. In addition to the existing accounts listed in Appendix B, the service may also include any new metered accounts that PVSC may have installed during the contract period and agreed to by the awarded supplier.

The total Contract Price shall be the sum of the Fixed Basis Upcharge price and the Commodity Price and shall include all charges associated with the purchase and transportation of natural gas from the point of origin to the city gate of the LDC as well as any applicable taxes. For billing purposes, the Contract Price is applied to the metered usage in Dth, grossed up for LDC line losses, to derive total monthly billing period charges. The Fixed Basis Upcharge shall be hedged for the full contract term. The Commodity Price may, at the PVSC's discretion, be hedged on the day of bid acceptance, or may be hedged (in whole or in part) subsequent to the day of bid acceptance, or may float.

Bid prices, in dollars per dekatherm ($/Dth), shall consist of two components:

1) Fixed Basis Upcharge Price which is defined as all non-commodity costs of the Supplier including, but not limited to, transportation and delivery to the City Gate, balancing, and the Supplier's administrative costs and margin, and applicable taxes, including State sales and use tax; and

2) Hedged Commodity Price, which shall be a fully-fixed, load-weighted price for commodity for full contract volume requirements for the full contract term, including State sales and use tax.

PVSC will, in its sole discretion on bid day, award a contract for either a Hedged Commodity or an Unhedged Commodity product. If the PVSC elects on bid day to award a contract for a Fully Hedged product, it will lock-in both the Fixed Basis Upcharge Price and the Hedged Commodity Price consistent with the winning supplier's bid prices. If the PVSC awards a contract on bid day for an Unhedged Commodity product, it will lock-in the Fixed Basis Upcharge only, based upon the winning supplier's bid. If the PVSC awards a contract for the Unhedged Commodity product, the Commodity Price will not be locked-in on bid day, and will float on a month to month basis, or will be locked-in in advance at the discretion of the PVSC for some or all volumes and for any and all contract months at any time from the day following the day of contract award through the last day of NYMEX trading for the applicable monthly natural gas contracts.

Upon request by PVSC, submitted by no later than 1:00 p.m. of a trading day, Supplier provide commodity price quotes to PVSC, which shall be based upon the then-prevailing NYMEX futures contract strip for gas commodity at the Henry Hub and, PVSC shall notify the supplier if it wishes to lock in the commodity price that day at the quoted price, and supplier shall execute a lock in transaction upon receipt of said notification, and the commodity price shall be a pass through of the prevailing NYMEX market price at the time the transaction is executed, plus applicable State sales and use tax. If the PVSC does not lock in the commodity price for a particular month in advance, the commodity price for that month shall be the final NYMEX settlement price for that month, grossed up for the then-effective State *sales and use tax. If PVSC locks in the commodity price for only a portion of volumes for a given month, the commodity price for that month shall be the weighted average of the hedges in place and the final NYMEX settlement price for that month for the un-hedged volumes, grossed up for the then-effective State sales and use tax. Upon request by the PVSC, Supplier shall provide documentation necessary and appropriate to confirm and verify the lock in commodity price.]*

PVSC is requesting bids for a "100% Volume Tolerance" product, as defined below.

100% Volume Tolerance. The Contract Price shall equal the bid Fixed Upcharge Price plus the Commodity Price determined as described hereinabove. The Contract Price shall be applicable to all usage for the month, regardless of variance in actual usage relative to historic usage volumes.

Bid Price Forms for submission of Bid Proposals will be provided in electronic format to suppliers that have submitted all required forms and documents as set forth in section 0305(F).

If PVSC enters into a contract with the winning bidder, then the Contract between the winning bidder and PVSC may be extended for an additional term of up to two (2) year (the “Extension Term”) at the mutual written consent of the Parties and at a price that is mutually agreeable to the Parties, and as otherwise in accordance with applicable law. Pricing for the Extension Term will be provided at a time to be determined by PVSC in consultation with the winning bidder. PVSC may choose to extend the Agreement no later than thirty (30) days prior to expiration of the Initial Term.

The PVSC shall not be responsible for any expenditure of monies or other expenses bidders incur before issuance of a contract, purchase order or agreement, and, thereafter, only as provided by Contract.

As stated above, the PVSC facilities at the Newark Bay Treatment Plant site for which gas supply service is being sought is located in PSE&G territory and take firm delivery service on the GSG and LVG tariffs. The annual usage for the accounts is approximately 618,659 Dth. **The historic usage data for the PVSC’s accounts is available in electronic format to suppliers that submit a completed Notice of Intent to Bid (see section 00300) and may be obtained by contacting the PVSC’s energy consultant, Concord Energy Services, as follows:**

Name	**Phone**	**Email**
Kim Coulter	**(609) 760-4056**	**kcoulter@concord-engineering.com**

A usage release form, otherwise referred to as a Letter of Authorization or “LOA,” has been executed by PVSC in favor of Concord Energy Services. Prospective bidders may request a copy of the executed LOA from the PVSC’s energy consultant, Concord Energy Services, and are hereby authorized to utilize this LOA to obtain account usage data directly from PSE&G, <u>for the sole purpose of preparing a response to this bid solicitation</u>. Any other use of the LOA, or the account usage data obtained thereby, is not authorized by the customer, PVSC, and is strictly prohibited

The PVSC shall award this bid to the lowest responsible bidder that complies with all instructions and bid requirements. **<u>Bids shall automatically expire by 3:00 p.m. prevailing Eastern time on the day they are due, i.e. December 3, 2025, unless voluntarily extended by bidder beyond the 3:00 p.m. expiration time.</u>**

The winning bidder agrees that, by submitting a bid in response to this RFB, the bidder has satisfied itself from its own investigation of the requirements to be met, that it will not make any claim for, or have a right to cancellation or other relief because of misunderstanding or lack of information.

The winning bidder must execute the Form of Supply Contract (00500) included in this RFB package (subject to any amendments thereto documented in one or more addenda to this RFB issued by the PVSC).

Notwithstanding the historical usage data obtained from PSE&G, the successful bidder(s) shall be required to provide sufficient natural gas supply service to meet all the needs of PVSC’s natural gas accounts at its site in Newark, New Jersey as set forth in Appendix B during the term of the contract and its obligation shall in no way be defined or limited by these historical quantities. PVSC’s gas usage history is offered for informational purposes only and the PVSC shall not be liable for any penalties for variance from the historical usage levels, except as explicitly provided for in this RFB and the Form of Supply Contract, provided that it takes its actual full-requirements for the account from the bidder.

New Jersey rules provide for two billing options; the customer may elect to receive two bills, one from the EDC and another from a Natural Gas Supplier, or a single, consolidated bill for both natural gas supply and delivery. *The PVSC elects the dual-bill option. The successful bidder(s) must provide the PVSC with a separate bill for natural gas supply service only.*

The awarded Contractor will be accountable and responsible for providing, managing, and controlling all aspects of the awarded service. The PVSC shall purchase its full, actual requirements for the awarded account from the bidder; however, the PVSC shall have no obligation to purchase any minimum amount of gas supply from the bidder(s) for any specific account. PVSC reserves the right to award in whole, or to reject all bids, whichever shall be in its best interests. It is the PVSC's intent that the contract will be awarded promptly by issuance of a written Notice of Award by an authorized representative of the PVSC by no later than 3:00 P.M. prevailing Eastern time on the same day of receipt of proposals.

This specification, together with the notice to bidders, information for bidders, proposal and all instructions and forms contained therein, shall be deemed a part of, and incorporated by reference into, the agreement(s) between PVSC and the successful bidder. In the event of a conflict between the bid specifications (RFB, 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. In the event of a conflict or ambiguity between these bid specifications and the form of supply contract, the language of the form of supply contract shall prevail.

Neither this specification nor the contract itself are subject to negotiation once proposals are opened.

B. BIDDING RULES AND GUIDELINES

Stage 1a – Supplier Questions and Requests for Clarification/Amendment

1. Prospective Bidders may submit written questions and requests for clarification to these bid specifications or form of supply contract. The deadline for submission of such questions and requests is **1:00 p.m. on November 6, 2025.**

Such written questions and requests are to be submitted in the following manner:

Via email to:
kcoulter@concord-engineering.com

2. The PVSC will provide responses to all questions and requests, in writing to these bid specifications, by no later than **close of business on November 10, 2025.** Responses will be provided to prospective bidders that have contacted the PVSC or Concord Energy Services concerning this RFB and provided contact information. Written responses will also be posted on the PVSC bid webpage at: http://www.nj.gov/pvsc/home/bids/index.html.

Stage 1b – Required Forms and Documentation

1. Prospective Bidders are required to submit all required forms and documents in electronic format, as set forth below in Section 00305(F) of this RFB, by no later than **2:00 p.m. EST on November 20, 2025.** The PVSC will review all submitted forms and documentation and will notify each Bidder by **close of business on November 20, 2025,** of any deficiencies in the submitted paperwork. Prospective bidders who have been advised that their qualification documents are deficient will correct the deficiencies and submit corrected/ supplemental information as requested by the PVSC. The deadline for such corrected submittals is **1:00 p.m. EDT on November 21, 2025. Suppliers will be advised by close of business November 21, 2025, whether they have been deemed qualified to submit Stage 2 bid prices.**

Required forms and documentation shall be submitted electronically to the following email addresses:
tfuscaldo@pvsc.com and
kcoulter@concord-engineering.com

The winning bidder will be required to submit the original, signed hardcopies to the PVSC within three (3) working days of the issuance of the Award Letter.

Stage 2 – Price Bids

1. Bid Submittal: Bidders must submit bids through the Online Auction Platform administered by **Concord Energy Services,** in accordance with the rules and mechanics of **Concord Energy Services** Online Auction Platform www.concordenergyexchange.com. Bidders will be allowed to Bid and re-Bid pricing until the close of the bid time. All Bids submitted must apply to all accounts in the respective Bid Group(s). Bids must be firm for the period defined in this RFB. If a Bid is submitted with conditions or exceptions or is not in conformance with the terms and conditions referenced in the Master Agreement of this RFB, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications herein.

   The Online Auction Platform instructions, Online Auction schedule and pricing format are provided at: www.concordenergyexchange.com. All Bids must be submitted by 12:00 p.m. NOON Eastern Prevailing Time on **Wednesday, December 3, 2025**.

2. Bidders are to submit their bid prices for Bid Group(s) in accordance with the procedures described herein. The Appendix A Pricing Form contains the Bid Group(s) and terms. Bid Prices shall be expressed to 5 decimal places. Any additional decimals will be truncated for evaluation purposes.

3. Bidders must fully complete and submit prices for at least one term. Bidders are encouraged, but not required, to bid on all contract durations.

4. Successful bidders cannot increase prices during the term of the contract, except as indicated in the pricing sheets and as specifically provided within the contract.

5. Bidders must request exceptions or amendments to the RFB or Master Supply Agreement during the Question period for consideration. Bids that include alterations to the PVSC's RFB will be considered nonresponsive and will be rejected for award.

6. **Bidding period: Electronic Bids shall be submitted by no later than 12:00 noon prevailing Eastern time on Wednesday, December 3, 2025.**

7. Expiration of bids: The PVSC anticipates making a contract award via issuance of an Award Letter, by no later than 3:00 p.m. prevailing Eastern time on December 3, 2025. Bids shall be held firm and shall be considered firm and irrevocable from the time of submission until at least 3:00 p.m. prevailing Eastern time on December 3, 2025. Bidders have the option to extend or hold open bids for longer time periods by so noting both in the cover letter and on the Bid Sheet for the applicable bid.

8. During Stage 2 of this RFB process, the bidder must submit to PVSC the Transmittal Letter document Section 00000 from this bid by 12:00 p.m. (noon) **Eastern Prevailing Time on December 3, 2025.**

C. PRICE PROPOSAL

Appendix A, Pricing Form – Instructions

1. Pricing is to be provided via the Online Auction Platform at www.concordenergyexchange.com.

2. Prices for the Fixed Basis Upcharge and the Hedged Commodity price shall be expressed in dollars per Dth (e.g. $3.52179/Dth). Prices with more than 5 decimal places shall be truncated. **Prices shall include the 6.625% New Jersey State sales and use tax rate that became effective on and after January 1, 2018 pursuant to P.L. 2016, c.57.**

3. Enter only numerical values in the spaces provided. Do not include units or symbols.

4. Terms and conditions are as defined by product:

100% Volume Tolerance, Full Requirements

5. No pricing should be conditioned upon alteration of PVSC contractual terms.

6. Pricing for additional terms or other energy products may be rejected without review.

D. BID EVALUATION

1. Successful Qualification: The PVSC will evaluate bidder's qualification submittals. A supplier's bid proposal will only be evaluated if PVSC determines that the bidder has complied with qualification standards listed in Section 00305(F) of this RFB.

2 Bid Evaluation: If the PVSC elects to award a contract, it will award a contract to the lowest responsible bidder for the product and term deemed most beneficial to the PVSC, and where PVSC has determined that all qualification documentation has been successfully provided and the Contractor has not taken exception to the specifications of this RFB (as may have been amended and/or clarified via the issuance of one or more addenda thereto). To determine whether a bidder is responsible, consideration may be given to the bidder's financial and technical qualifications, reputation, experience, and ability to provide Full Requirements service to PVSC's facilities in a timely manner.

E. FAILURE TO SUPPLY

A continuous, uninterrupted supply of natural gas is vital to the overall operations of PVSC. In the event PVSC fails to receive natural gas supply from Contractor in the manner prescribed, as a result of the failure of Contractor to perform, PVSC may:

a) Procure, or make any arrangements necessary or desirable to procure natural gas, in an amount equal to the supply shortfall, on the same basis as such participant is entitled to receive natural gas under the contract (i.e., firm gas supply), for the period of such failure to supply.

b) Make any arrangements necessary or desirable in order to attempt to mitigate its cost, its out-of-pocket cost, or the effect on its operations, arising from the failure to supply; such arrangements may include arrangements to purchase natural gas supply for a reasonable time after the failure to supply ends, and/or in amounts greater than the supply shortfall, if made in good faith.

In the event that the Contractor fails to perform under the Contract, and PVSC declares a default and subsequently terminates the Contract, PVSC shall procure Natural Gas Supply Service from an alternate suppler at no more than the LDC's approved tariff price. The gas supplier shall pay PVCS as direct damages as defined in the Form of Supply Contract (00500).

F. DEMONSTRATION OF BIDDER QUALIFICATIONS

The Passaic Valley Sewerage Commission will not award the contract to any bidder who does not furnish evidence satisfactory to them that the bidder is responsible and that the bidder has sufficient ability and experience, and has obtained all necessary licenses and executed all necessary agreements to fulfill all requirements.

As evidence of the bidder's qualifications, during Stage 1b of this RFB process the bidder must submit to PVSC the following completed forms (with reference to RFB sections where forms can be found) and information **by 2pm eastern prevailing time on November 20, 2025:**

- i) 00300 NOTICE OF INTENT TO BID
- ii) 00303 STATEMENT OF OWNERSHIP OF ALL OWNERS
- iii) 00304 AFFIRMATIVE ACTION COMPLIANCE
- iv) 00306 NON-COLLUSION AFFIDAVIT
- v) Exhibit 1 Disclosure of Investment Activities in Iran
- vi) Exhibit 4 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
- vii) Exhibit 5 Executive Order 189
- viii) Proof of New Jersey Business Registration Certificate
- ix) A statement indicating that the bidder is:

a) In compliance with LDC requirements and rules for retail access tariff and program rules, including EDI standards.
b) In compliance with all applicable BPU, FERC and State of New Jersey laws, regulations and standards.
c) Meet creditworthiness and operational standards of the LDC.
d) Has the capability to provide a separate bill to the PVSC for gas supply, as permitted by the BPU's two-bill option and as required by this RFB.

During Stage 2 of this RFB process, the bidder must submit to PVSC the following sections from this bid document by **12:00 noon prevailing Eastern time on December 3, 2025:**

x) 00000 TRANSMITTAL LETTER

G. INSURANCE REQUIREMENTS

The Contractor must procure and maintain during the term of this contract at a minimum those insurance requirements as required by New Jersey statute. Evidence of compliance must be presented prior to the contract execution.

H. BILLING CHOICE

PVSC chooses to receive two bills, one from PSE&G and another from the Bidder. At a minimum, the billing shall cover the identical billing periods as PSE&G and contain enough information to discern the number of Dth used and the price for natural gas supply per Dth during the billing period, broken down by pricing component. PSE&G must be notified by the Bidder with adequate advance notice of the dual-bill choice by PVSC so as not to jeopardize any switchover deadlines. The bills shall be forwarded to the attention of Prince Wilson, CFO, c/o the PVSC.

I. ADDITIONAL INFORMATION

PVSC reserves the right to reject all bids and make no award if deemed to be in its best interest.
No exceptions will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with the laws of the State of New Jersey governing public bidding and contracting and the policies of the PVSC. Any bids that include exceptions to the terms and conditions will be considered non-responsive and will be rejected.

J. BID TRANSMITTAL REQUIREMENTS

Required forms shall be submitted in electronic format in accordance with the Stage 1b instructions in section 00305(B) of this RFB. Bid submittals (including Transmittal Letters and completed Bid Price Forms) shall be submitted in electronic format in accordance with the Stage 2 instructions in section 00305(B) of this RFB.

Hardcopy originals of the required forms identified in 00305(F) must be submitted to PVSC, by the winning bidder, within three (3) working days of the issuance of the Award Letter. Such documents shall be submitted to:

Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105
Re: Contract No. B481
ATTN: Thomas A. Fuscaldo, Puchasing Agent

00306 NON-COLLUSION AFFIDAVIT **CONTRACT NO. B481**

STATE OF NEW JERSEY

§

COUNTY OF

I, ________________________________of the ____________________________in the County of _________________and State of ____________________, of full age, being duly sworn according to law, on my oath depose and say that:

I am ___________________________, of _____________________, the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Sworn on Behalf of:____________________________

Name of Bidder:______________________________

Sworn and subscribed to
before me this ________day
of ________________, 20___.

____
Notary Public of New Jersey

00400 SUPPLEMENTS TO BID FORMS – NOT APPLICABLE

00401 REFERENCE QUESTIONNAIRE – NOT APPLICABLE

00402 ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM – NOT APPLICABLE; SEE BID TRANSMITTAL LETTER (00000)

00403 SUBCONTRACTOR LISTING – NOT APPLICABLE

00404 PUBLIC WORKS CONTRACTOR REGISTRATION – NOT APPLICABLE

00500 CONTRACT AGREEMENT – FORM OF SUPPLY CONTRACT

NATURAL GAS SUPPLY SERVICE

CONTRACT NO. B481

BETWEEN

PASSAIC VALLEY SEWERAGE COMMISSION

AND

RETAIL GAS SUPPLIER: ________________________________

DATED _________________, 2025

This Natural Gas Supply Service Agreement ("Contract" or "Agreement") is made effective _____________**, 2025,** by and between________________________ **("Supplier")** and the Passaic Valley Sewerage Commission (**"PVSC"** or "**Customer**") also referenced herein as "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreements, and the Request for Bids for Natural Gas Supply Service ("Request for Bid" or "RFB") issued by the PVSC on October 30, 2025.

Definitions:

"100% Volume Tolerance Pricing Product" means a pricing product wherein the Contract Price has no mechanism for volume-related adjustment; in other words the Contract Price is applicable regardless of how much the actual monthly Dekatherm usage varies from historical monthly usage.

"Award Letter" means the letter issued by the PVSC on December 3, 2025, notifying Supplier of the contract award resulting from the RFB and memorializing the pricing product, contract term and Contract Price provided for in Supplier's Bid submitted to the PVSC and selected by the PVSC, attached hereto as Appendix A.

"Basic Gas Supply Service" or "BGSS" means gas supply service that is provided to any customer that has not chosen an alternative gas supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service for any reason, including non-payment for services. Basic Gas Supply Service is not a competitive service and is fully regulated by the NJBPU.

"Basis" means the financial cost to move natural gas from the Henry Hub to the final delivery point on the pipeline. Basis is defined as the price difference between the cost of a futures contract at Henry Hub and the cash price at the delivery point.

"Billing Cycle" means, with respect to each account, the monthly period between meter read dates during the Term of this Agreement for such account.

"Commodity Price" for any given Billing Cycle means: a) if PVSC has not exercised its right to Hedge the gas commodity price pursuant to section 00305(A) of the RFB, the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal grossed up for State sales and use tax; b) if PVSC has exercised its right to Hedge the gas commodity price pursuant to Section 00305(A) of the RFB for all of the monthly volumes for the accounts subject to this Agreement, the weighted average Hedged commodity price (grossed up for State sales and use tax) for the month; or c) if PVSC has exercised its right to Hedge the gas commodity price pursuant to Section 00305(A) of the RFB for a portion of the monthly volumes for the accounts subject to this Agreement, the weighted average of the Hedged commodity price and the un-Hedged commodity price for the month (un-hedged price being equal to the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal), grossed up for NJ state sales and use tax.

"Confirmation Agreement(s)" means the Award Letter issued by the PVSC, the list of Customer's accounts to be served under this Agreement attached hereto as Appendix A, any documents issued or executed subsequent to the contract award memorializing a Hedge of commodity costs implemented subsequent to the contract award, in the event that the Award Letter indicates selection of an initially Un-Hedged pricing product, and document issued or executed subsequent to the contract award memorializing an extension of the original contract term consistent with the provisions of section 2 of this Agreement.

"Delivery Point" means the point of the Citygate connection between the interstate pipeline and the LDC distribution system.

"Dekatherm" means a unit of heat equal to 10 therms, or 1,000,000 British thermal units.

"DCQ" means Daily Contract Quantity.

"Distribution" means all delivery services by the LDC for the provision of Natural Gas Supply Service to the PVSC's accounts as regulated by governing law, and in accordance with tariffs approved by the NJBPU.

"FERC" means the Federal Energy Regulatory Commission.

"Firm" means that PVSC or Supplier may interrupt its performance without liability only to the extent that such performance is prevented by reason of Force Majeure. PVSC is obligated to purchase and receive, and Supplier is obligated to sell and deliver to the Delivery Point, the full requirements for Natural Gas Supply Service at the applicable Delivery Point during the term of this Agreement.

"Fixed Basis Upcharge" means a fixed $/Dekatherm charge, as bid by Supplier in response to the RFB, inclusive of all non-commodity natural gas supply costs associated with the provision of Natural Gas Supply Service including, but not limited to, the cost of interstate transportation capacity, balancing, and supplier margin, all applicable taxes, including applicable State Sales and Use Tax, and an adjustment for Line Losses if charges are assessed based upon metered usage.

"Force Majeure" shall have the meaning set forth in Section 10 of this Agreement.

"Full Requirements Service" means Natural Gas Supply Service provided by Supplier to the LDC at all times, on a Firm basis, sufficient to meet the full Natural Gas Supply Service requirements of PVSC as recorded by the LDC meter installed on PVSC's premises, without interruption except as may be required in case of a Force Majeure event. Full Requirements Service is a substitute for Basic Gas Supply Service. Full Requirements Service does not include Distribution.

"Hedge" means to lock-in a price for the natural gas commodity in advance for one or more contract months for some or all contract volumes, based upon then-prevailing NYMEX futures contract prices for Henry Hub natural gas, in accordance with Section 00305(A) of the RFB.

"Henry Hub" means a natural gas pipeline located in Erath, Louisiana that serves as the official delivery location for futures contracts on the NYMEX.

"LDC" means the local distribution company, otherwise referred to as the gas utility, in whose service territory Customer's accounts served under this Contract are located, which for purposes of this Agreement shall be Public Service Electric and Gas Company.

"Line Losses" means applicable distribution system line loss factor, from Citygate to meter, as defined in the LDC tariff.

"Material Change in Law or Regulation" means any change in law, administrative regulation, tariff, rule, fee or cost imposed (or relieved) by the FERC, LDC, Governmental Authority or similar entity, unknown at the time of the Seller's bid in response to the RFB, that has a material impact on Supplier's cost to provide Natural Gas Supply Service to Customer.

"Natural Gas Supply Service" means the provision to customers of retail commodity of natural gas to the Citygate ✓connection between the interstate pipeline and the LDC distribution system, including the physical natural gas, interstate transportation service and balancing, in quantities and to specifications set forth in the LDC's third party supplier tariff.

"NJBPU" means the New Jersey Board of Public Utilities.

"Therm" means a unit of heat equal to 100,000 British thermal units. This represents the Customer's natural gas usage over time as measured by the LDC meter (LDC meter reading converted from measurements of hundreds of cubic feet (ccf) volume to therms using a standard heating value).

1. **Nature of Transaction:** Customer and Supplier respectively agree to purchase and sell the full Natural Gas Supply

Service requirements for the accounts listed, together with such ancillary services that may be shown on the Confirmation Agreement. Supplier will serve as agent for Customer in accordance with the policies and procedures of Customer's LDC in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize Supplier as its sole natural gas Supplier for all requirements for the accounts included under this Agreement, as listed on the Confirmation Agreement.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the January 2026 meter read date ("MRD") for each account listed in Appendix B, and shall continue through the _January 2027 MRD (12- month Contract term) or through the __October 2027 MRD (21-month Contract term) or through the _ January 2028 MRD (24-month Contract term) or October 2028 MRD (33-month Contract term) or the January 2029 MRD (36-month Contract term) [check term awarded], hereinafter referred to as the "Sales Period". This Contract shall remain effective for the duration of the Sales Period specified in the Award Letter. Moreover, the term may be extended for a term of up to twenty-four (24) additional months, by the mutual, written consent of both parties, at a Contract Price to be agreed upon by the Parties, memorialized in a supplemental Confirmation Agreement and established in accordance with applicable law. Any such extension(s) shall be executed no less than thirty (30) days before the termination date. If no such extension is executed the Contract shall termination at the end of its initial term and Supplier shall initiate a drop of accounts back to the utility for BGS supply service to be effective at the end of the initial term.

3. **Quantity:** Supplier shall tender for delivery to Customer, and Customer must accept for receipt from **Supplier,** the Customer's full Natural Gas Supply Service requirements, for the accounts listed in Appendix B.

4. **Contract Price:** For each dekatherm of natural gas delivered to and measured at the Customer meter, Customer shall pay Supplier the Contract Price specified in Supplier's Bid submitted in response to the Request for Bids and memorialized in the Award Letter and Appendix A attached hereto and any Confirmation Agreement(s) issued subsequent to the contract award. The Contract Price includes all charges, fees and taxes that are imposed on the natural gas prior to its delivery to Customer's LDC.

The Contract Price shall be the sum of the Fixed Basis Upcharge price for the pricing product and contract term awarded as indicated in the Award Letter, plus the Commodity Price. The Commodity Price if unhedged will default to the monthly settlement price on the expiration date of the month's NYMEX Natural Gas Henry Hub future contract as published by Gas Daily and/or the Wall Street Journal.

The PVSC reserves the right to convert the Commodity Price into a fixed Weighted Average Hedged Commodity Price per dekatherm at any time during the term of the Agreement, for either some or all of the remaining contract months. Unless otherwise specified in the Confirmation Agreement, all taxes applicable to natural gas for which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price**: An adjustment to the Contract Price shall be permitted under the following circumstances:

a) A legislated change in the State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the SUT rate reflected in Supplier's Bid, or any new taxes that arise subsequent to the contract that are applicable to the customer transaction, at or after the delivery point.; or

b) N/A; or

c) A Material Change in Law or Regulation.

d) Supplier may, subject to a minimum thirty (30) days written notice to Customer, pass through any incremental changes in cost associated with subsections (a) through (c) of this section. Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation to support adjustments to the Contract Price implemented pursuant to this Section 5 of the Agreement. Within thirty (30) days of the date of written notice from Supplier of a proposed change in price under this section, Customer may terminate this Agreement by providing written notice to Seller, provided that upon such termination Customer shall pay Supplier liquidated damages representing the loss, if any, in the market value of the gas supply procured by Supplier to meet Customer's Natural Gas Supply Service requirements, as compared to the contract value of such supply, as determined by Supplier in a commercially reasonable manner.

6. **Title, Possession and Control: Supplier** shall deliver Customer's Natural Gas Supply Service requirements to a "Delivery Point". The Delivery Point shall be on the LDC transmission system and will be determined by Supplier at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for obtaining delivery service to its facility from the Delivery Point under the applicable NJBPU-regulated tariffs of Customer's LDC. Customer is responsible for all distribution and service charges imposed by Customer's LDC relative to the delivery of natural gas to Customer's facility. Customer shall be responsible for and shall cooperate with Supplier in obtaining from its LDC metering and historical load information reasonably necessary to record values of consumed Therms on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality of the Natural Gas Supply Service provided by the LDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's LDC for failing to deliver Customer's Natural Gas Supply Service requirements to the Delivery Point on the LDC transmission system.

8. **Billing and Payment:** During the term of this Contract, Supplier shall bill Customer on a monthly basis based on the prior month's delivery of natural gas. The monthly billing periods shall correspond to the meter read dates of Customer's LDC. All amounts due hereunder shall be paid within thirty-five (35) days of the date of the invoice except, in the event that Customer is billed through the LDC's consolidated billing program, payment is due in accordance with the EDC's rules. Seller may assess late fees on payments received after the due date, at a rate not to exceed 1% per month. If an amount due is not received from Customer when due, Supplier may issue written notice to Customer, and Customer shall have a five (5) business days cure period from date of receipt of such notice. Upon completion of the five (5) business day cure period, if payment of overdue amounts is not made by Customer, Supplier may suspend deliveries, terminate this agreement, and liquidate any gas supply purchased for delivery to Customer during future periods. Notwithstanding the foregoing deliveries shall not be curtailed and interest shall not be accrued, and the Agreement shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Customer agrees to reimburse Supplier for all reasonable cost that Supplier incurs, including reasonable attorneys' fees, in any attempt to collect undisputed past due amounts from Customer.

9. **Credit:** If, at any time, Customer does not meet Supplier's commercially reasonable creditworthiness standards, Supplier may require Customer to provide credit assurance in a form and amount reasonably acceptable to Supplier, such as a letter of credit, third-party guarantee, deposit or prepayment, provided however, the form of credit assurance must be a form that can be provided by Customer under New Jersey law. The form of credit assurance shall be provided by Customer within thirty (30) days of receipt of written notice from Supplier.

10. **Force Majeure:**, Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of the interstate pipeline system or LDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to force majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Economic hardship, including, without limitation, Supplier's ability to sell natural gas supply at a higher or more advantageous price than the Contract Price or Customer's ability to purchase natural gas supply at a lower or more advantageous price than the Contract Price, shall not excuse a party's obligation to perform under this Contract. A Force Majeure does not excuse obligations to pay for Natural Gas Supply Service that has been delivered to and consumed by Customer.

11. **Failure to Deliver/Accept - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligations hereunder, including to tender for delivery (in the case of Supplier) or accept Natural Gas Supply Service tendered for delivery (in the case of Customer), the other Party may provide written notice demanding cure of the non-performance and may, in the event the failure to perform is not cured within 5 business days of the delivery of the written notice, terminate this Agreement. In such event, the exclusive remedy of the Party exercising its right to terminate the Agreement for non-performance of the other Party shall be a) in the case of Supplier failure to perform, the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for replacement supplies, including administrative fees, brokerage fees and other similar costs, and the Contract Price, multiplied by the quantity of natural gas Supplier failed to deliver; or b) in the case of Customer's failure to perform, the positive difference, if any, between the Contract Price and the price Supplier, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of natural gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract

Price times the quantity of natural gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s). In calculating damages owed under this Section, Supplier shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by Supplier relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to Supplier under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

SUPPLIER WARRANTS TITLE TO ALL NATURAL GAS DELIVERED AND WARRANTS THAT IT HAS THE RIGHT TO SELL SAME AND THAT SUCH NATURAL GAS IS FREE FROM LIENS AND ADVERSE CLAIMS OF EVERY KIND.

SUPPLIER SHALL INDEMNIFY AND HOLD HARMLESS THE PVSC AND ITS FACILITIES, AS DEFINED HEREIN, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, AND CONSULTANTS, AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF THE SUPPLIER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES DETAILED HEREIN.

PVSC SHALL INDEMNIFY AND HOLD HARMLESS SUPPLIER AGAINST ANY AND ALL CLAIMS, DAMAGES LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE OPERATIONS OF THE EDC, THE INTERRUPTION, TERMINATION OR FAILURE OF THE LDC'S LOCAL DISTRIBUTION SYSTEM, OR FROM INCIDENTS OR ACTS OCCURRING FROM AND AFTER THE DELIVERY POINT TO THE LOCAL DISTRIBUTION SYSTEM.

LIMITATION OF DAMAGES: IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all Transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

13. Notices: Notice(s) required hereunder shall be deemed properly made if telecopied, delivered personally or sent by regular or certified mail to the following addresses or facsimile.

Customer Representative:	**Supplier Representative:**
Gregory Tramontozzi PVSC 600 Wilson Ave, Newark, New Jersey 07105 973-344-1800 gtramontozzi@PVSC.com	

14. Miscellaneous: This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this Contract shall only be filed in the Superior Court of New Jersey, regardless of federal question, citizenship or amount in controversy. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that (i) Supplier may, without the consent of Customer, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, and (ii) either party may, upon notice to the other, transfer or assign this Contract to an affiliate, which affiliate's creditworthiness is comparable to or higher than that of such party, or transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such party.

EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPCT TO THE NATURAL GAS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPCT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO.

AGREED AND ACCEPTED	AGREED AND ACCEPTED
CUSTOMER: ______________________________	**SUPPLIER:** ______________________________
BY:____	**BY:**__________________________________
TITLE:_______________________________________	**TITLE:** ______________________________
DATE: ______________________________________	**DATE:**_______________________________

00600 PERFORMANCE BOND – NOT APPLICABLE TO THIS CONTRACT

00700 GENERAL CONDITIONS – INDEX

00700 GENERAL CONDITIONS (Form #1A)

00701 The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable.

00702 NOT APPLICABLE TO THIS CONTRACT

00703 The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

00704 NOT APPLICABLE TO THIS CONTRACT

00705 Bankruptcy. See section 14 of form of supply contract in section 00500.

00706 NOT APPLICABLE TO THIS CONTRACT

00707 All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to PVSC shall, unless otherwise specified to the Contractor in writing, be delivered to the office of PVSC AT 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon PVSC shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

00708 NOT APPLICABLE TO THIS CONTRACT.

00709 Assignment. See section 14 of form of supply contract in section 00500.

00710 Contract. See section 14 of form of supply contract in section 00500.

00711 NOT APPLICABLE TO THIS CONTRACT

00712 The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of PVSC; and the failure of PVSC to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.

00713 Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.

00714 NOT APPLICABLE TO THIS CONTRACT.

00715 NOT APPLICABLE TO THIS CONTRACT.

00716 NOT APPLICABLE TO THIS CONTRACT.

00717 NOT APPLICABLE TO THIS CONTRACT.

00718 NOT APPLICABLE TO THIS CONTRACT.

00719 The Contractor agrees that it is as fully responsible to PVSC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

00720 All statutes not referred to herein but required by law to be applicable are incorporated herein as though fully set forth though fully set forth.

00721 **NOT APPLICABLE TO THIS CONTRACT**.

00722 **NOT APPLICABLE TO THIS CONTRACT**

00723 **NOT APPLICABLE TO THIS CONTRACT**

00724 Indemnification and Damages. See section 11 of form of supply contract in section 00500.

00725 **NOT USED IN THIS CONTRACT**

00726 **NOT USED IN THIS CONTRACT**

00727 **NOT APPLICABLE TO THIS CONTRACT**

00728 **NOT APPLICABLE TO THIS CONTRACT**.

00729 **NOT APPLICABLE TO THIS CONTRACT**

00730 **NOT APPLICABLE TO THIS CONTRACT**

00731 **NOT APPLICABLE TO THIS CONTRACT**.

00732 **NOT APPLICABLE TO THIS CONTRACT**.

00733 **NOT APPLICABLE TO THIS CONTRACT**

00734 Billing and Payment Disputes. See section 8 of form of supply contract in section 00500.

00735 **NOT APPLICABLE TO THIS CONTRACT**

00736 **NOT APPLICABLE TO THIS CONTRACT**

00737 During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.S.A. 17:27-7.2 et seq.; provided, however, that the Dept. of Labor and Workforce Development (LWD), Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that is percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2 et seq.. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor of subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union as least five (5) business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

    1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3 et seq., of its workforce needs, and request referral of minority and women workers;

    2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

    3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

    4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

5) If necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

   i) The contractor or subcontractor shall interview the referred minority or women worker.

   ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in food faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

   iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

   iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

   After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7 et seq. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).**

E. The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

F. The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives. It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contact will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph. It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out to their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

00738 NOT APPLICABLE TO THIS CONTRACT

END OF SECTION

00800 <u>SUPPLEMENTAL CONDITIONS – INDEX</u>

00800 <u>SUPPLEMENTAL CONDITIONS</u>

00821 NOT APPLICABLE TO THIS CONTRACT

00822 <u>N.J.S.A. 14A:13-3 – Foreign Corporations</u>

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

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

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

   b. Holding meetings of its directors or shareholders;

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

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

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

00823 NOT APPLICABLE TO THIS CONTRACT

00825 NOT APPLICABLE TO THIS CONTRACT

00826 NOT APPLICABLE TO THIS CONTRACT

00827 NOT APPLICABLE TO THIS CONTRACT

00828 NOT APPLICABLE TO THIS CONTRACT.

00829 <u>NOT APPLICABLE TO THIS CONTRACT</u>

00830 NOT APPLICABLE TO THIS CONTRACT

00831 Damages. See section 11 of form of supply contract in section 00500.

00832 <u>N.J.A.C. 17:44-2.2 (b) : Authority to Audit or Review Contract Records</u>

a. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

b. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

00833 <u>NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX</u>

a. Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to P.L.1987, c.184 (C.52:32-32 et seq.), to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.

b. The Department of the Treasury shall notify each provider of goods or services and contractor or subcontractor of a construction project under contract with the State, its agencies or instrumentalities in an amount of $500,000 or greater on the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) of the provisions of this section in writing within 30 days after its effective date. A contract entered into by the State, its agencies or instrumentalities with a provider of goods or services or a contractor or subcontractor of a construction project after the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) shall contain a notice of the provisions in this section.

00834 NOT APPLICABLE TO THIS CONTRACT

00835 NOT APPLICABLE TO THIS CONTRACT

END OF SECTION

EXHIBITS

EXHIBIT 1

Disclosure of Investment Activities in Iran Form

EXHIBIT 2

Prevailing Wages - NOT APPLICABLE TO THIS CONTRACT

EXHIBIT 3 (IF NECESSARY) - NOT APPLICABLE TO THIS CONTRACT

14 Day Notification Letter for Temporary Chemical or Fuel Storage Tanks, Equipment, & Reciprocation Internal Combustion Engines (RICE) Form. And The Contractor Equipment Visual Leak Inspection SOP and Weekly Visual Leak Detection Log

EXHIBIT 4

Certification of Non-Involvement in Prohibited Activities in Russia and Belarus, Pursuant to P.L. 2022, c.3

EXHIBIT 5

Standards Prohibiting Conflict of Interest, Pursuant to Executive Order 189

EXHIBIT 1 **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP/BID: **B481** **Bidder/Offeror: ____**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's parents, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at
http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:
☐ I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates ***is*** listed on the New Jersey Department of Treasury Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below
and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: ____ **Relationship to Bidder/Offeror:** __________________________

Description of Activities:
____

____

Duration of Engagement: ______________________________**Anticipated Cessation Date:** _______________________

Proposer Contact Name: _______________________**Contact Phone Number:**_______________________

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a

material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)________________________________

Signature____

Title____

Date: ____

CONTRACT / BID SOLICITATION TITLE ______________________________

CONTRACT / BID SOLICITATION No. ______________________________

CHECK THE APPROPRIATE BOX

☐ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](),[1] section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

____

____

____

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____

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

______________________________ ______________________________
Signature of Authorized Representative Date

____
Print Name and Title of Authorized Representative

____
Vendor Name

[1] Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

EXHIBIT 2 – WAGE RATES - NOT APPLICABLE TO THIS CONTRACT

EXHIBIT 3 - NOT APPLICABLE TO THIS CONTRACT

14 Day Notification Letter for Temporary Chemical or Fuel Storage Tanks, Equipment, & Reciprocation Internal Combustion Engines (RICE) Form. And The Contractor Equipment Visual Leak Inspection SOP and Weekly Visual Leak Detection Log

EXHIBIT 4 Certification of Non-Involvement in Prohibited Activities in Russia and Belarus, Pursuant to P.L. 2022, c.3

CONTRACT / BID SOLICITATION TITLE Natural Gas Supply Service

CONTRACT / BID SOLICITATION No. B481

CHECK THE APPROPRIATE BOX

☐ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,[2] section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

____

____

____

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____

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

______________________________ ______________________________

Signature of Authorized Representative Date

____

Print Name and Title of Authorized Representative

____

Vendor Name

[2] Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

EXHIBIT 5 Standards Prohibiting Conflict of Interest, Pursuant to Executive Order 189

(Mandatory Language - No Form Required)

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

F. The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

<u>APPENDIX A – PRICING FORM</u>
Passaic Valley Sewerage Commission Contract# B481

The PVSC is seeking natural gas pricing for both a Fixed Basis Up-Charge Price and a Fixed All-Inclusive Price for five (5) Bid Groups as defined in Section 00305 – *Bid Sheet, A. NATURE OF NATURAL GAS SUPPLY SERVICE REQUIREMENTS AND SCOPE OF WORK*, for either a twelve (12), twenty-one (21), twenty-four (24) month term, thirty-three (33) or thirty-six (36) month term. The contract term will commence with the first meter read on or after January 1, 2026, and will end with the first meter read after December 31, 2026, for the twelve (12) month term, or after September 30, 2027 for a twenty-one (21) month term, or December 31, 2027, for the twenty-four (24) month term or September 31, 2028 for a thirty-three (33) month term or December 31, 2028 for a thirty-six (36) month term, for all accounts.

Bid Prices must be held firm until 3:00 P.M. Eastern Prevailing Time on Wednesday, December 3, 2025.

Bid Group	Service Period (#months)	Start Month (1st meter read on or after)	Service End (1st meter read after)	(1) Fixed Basis Upcharge Price	(2) Hedged Commodity Price
1	12	January 1, 2026	December 31, 2026	$. ________/dth	$.__________ /dth
2	21	January 1, 2026	September 30, 2027	$. ________/dth	$.__________ /dth
3	24	January 1, 2026	December 31, 2027	$. ________/dth	$.__________ /dth
4	33	January 1, 2026	September 30, 2028	$. ________/dth	$.__________ /dth
5	36	January 1, 2026	December 31, 2028	$. ________/dth	$.__________ /dth

"I certify that every calculation in this bid submission has been reviewed for accuracy and that there are **no mathematical errors or omissions in the bid. I UNDERSTAND THAT ONCE THIS BID IS SUBMITTED, IT MAY NOT BE WITHDRAWN LATER AND THAT THE BIDDER WILL BE BOUND THEREBY SHOULD A CONTRACT BE AWARDED BASED ON THIS BID.**

SUPPLIER COMPANY NAME:____

BUSINESS ADDRESS: ____

____

CONTACT NAME: ____

CONTACT PHONE/ FAX: ____

CONTACT EMAIL : ____

APPENDIX B – ACCOUNT LIST
Passaic Valley Sewerage Commission Contract# B481

Location Name	Service Address	POD ID	Utility	Rate Class
Wet Weather Pump Sta., CC 62-100	600 Wilson Ave Newark, NJ 07105	PG000007963359026600	PSE&G	LVG
Vehicle Storage Building 2 & 3	600 Wilson Ave Newark, NJ 07105	PG000008205783726600	PSE&G	LVG
Vehicle Storage Bldg 2, CC 12-300	600 Wilson Ave Newark, NJ 07105	PG000008447579726600	PSE&G	LVG
Warehouse, CC 12-200	600 Wilson Ave Newark, NJ 07105	PG000008447583926600	PSE&G	LVG
Vehicle Storage Building #3, CC 12-300	600 Wilson Ave Newark, NJ 07105	PG000008447591226600	PSE&G	GSG
Sludge Heat Treatment Boilers, CC 67-100	850 Wilson Ave Newark, NJ 07105	PG000008690190726600	PSE&G	LVG
Centrifuge, CC 65-300	850 Wilson Ave Newark, NJ 07105	PG000009176714526600	PSE&G	LVG
Oxygen Production, CC 64-100	50 Wilson Ave, Newark, NJ 07105	PG000009176715226600	PSE&G	LVG
Trucked In Liquid Waste, CC 62-150	600 Wilson Ave Newark, NJ 07105	PG000010637211326600	PSE&G	GSG
Yantacaw Pump Station, CC 62-610	11 Yantacaw St, Clifton, NJ 07011	PG000010804315926600	PSE&G	GSG
Solids Handling Maintenance, CC 40-550	68 Wilson Ave., Newark,NJ 07105	PG000010880615926600	PSE&G	GSG (HTG)
Regenerative Afterburners, CC 65-450	600 Wilson Ave Newark, NJ 07105	PG000010880616726600	PSE&G	LVG
Laboratory/ Office Bldg, CC 81-100	600 Wilson Ave Newark, NJ 07105	PG000011125941226600	PSE&G	LVG
Veh Mainten; Security; Grit (INCNR BDG)	600 Wilson Ave Newark, NJ 07105	PG000011369697526600	PSE&G	LVG
Administration Building, CC 11-220	600 Wilson Ave Newark, NJ 07105	PG000011613430526600	PSE&G	LVG
Old Sludge Pumping CC 67-100	Newark, NJ 07105	PG000011947135726600	PSE&G	LVG
Employee Services - Filter Press, CC 11-200	Newark, NJ 07105	PG000011975805026600	PSE&G	GSG (HTG)
Old Sludge Pumping, CC 67-100	Newark, NJ 07105	PG000012023889444193	PSE&G	GSG (HTG)
Old Sludge Pumping, CC 67-100	Newark, NJ 07105	PG000012068610026600	PSE&G	LVG