



“Protecting Public Health and the Environment”

CONTRACT NO. B480

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

CONTRACT AND SPECIFICATIONS

FOR

ELECTRIC GENERATION SERVICE

Dated: October 29, 2025

TABLE OF CONTENTS

DIVISION 0 - BIDDING REQUIREMENTS

00000	BID TRANSMITTAL LETTER
00100	INVITATION TO BID AND INSTRUCTION TO BIDDERS
00300	NOTICE OF INTENT TO BID
00301	BID BOND – <u>NOT APPLICABLE</u>
00302	SURETY COMPANY CERTIFICATE – <u>NOT APPLICABLE</u>
00303	STATEMENT OF OWNERSHIP
00304	AFFIRMATIVE ACTION COMPLIANCE
00305	BID SHEET

RFB PROCESS AND SPECIFICATIONS FOR ELECTRIC GENERATION SERVICE:

- A. NATURE OF ELECTRIC SUPPLY SERVICE REQUIREMENTS AND SCOPE OF WORK
- B. BIDDING RULES AND GUIDELINES
- C. PRICE PROPOSAL
- D. BID EVALUATION
- E. FAILURE TO SUPPLY
- F. DEMONSTRATION OF BIDDER QUALIFICATIONS
- G. INSURANCE REQUIREMENTS
- H. BILLING CHOICE
- I. ADDITIONAL INFORMATION
- J. BID TRANSMITTAL REQUIREMENTS

00306	NON-COLLUSION AFFIDAVIT
00400	SUPPLEMENTS TO BID FORMS – <u>NOT APPLICABLE</u>
00401	REFERENCE QUESTIONNAIRE– <u>NOT APPLICABLE</u>
00402	ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM – <u>N/A</u>
00403	SUBCONTRACTOR LISTING – <u>NOT APPLICABLE</u>
00404	PUBLIC WORKS CONTRACTOR REGISTRATION – <u>NOT APPLICABLE</u>
00500	CONTRACT AGREEMENT – Form of Supply Agreement
00600	PERFORMANCE BONDS & CERTIFICATES <u>NOT APPLICABLE</u>
00700	GENERAL CONDITIONS
00800	SUPPLEMENTAL CONDITIONS

DIVISION 1 - GENERAL REQUIREMENTS – NOT APPLICABLE

Exhibit 1 - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Exhibit 2 - Executive Order 189

Exhibit 3 - Disclosure of Investment Activities in Iran Form

00000 TRANSMITTAL LETTER

Contract No. B480:

PROVIDE ELECTRIC GENERATION SERVICE TO THE PVSC
FOR A TERM OF 12-MONTHS, 22-MONTHS OR 24-MONTHS BEGINNING JANUARY 2026

TRANSMITTAL LETTER

(To be typed on Bidder's Letterhead)

DATE: _____, 2025

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

Dear Concord:

_____ (the "Bidder") hereby submits its bid (the "Bid") in
response to the Request for Bids for Electric Generation Service issued by the Passaic Valley Sewerage
Commission ("PVSC") issued on **October 29, 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 **Tuesday, December 2, 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 **Tuesday, December 2, 2025** (the "Submission Date").

Bids shall remain valid until 3:00 p.m. Eastern Prevailing Time on **December 2, 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 the bidder is responsible, and bidder 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 28, 2013 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.

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 Wednesday, November 5, 2025**. Responses to questions and any addenda to the RFB (if required) will be issued **no later than close of business on Friday, November 21, 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. B480

Date: October 29, 2025

**PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO**

PROVIDE ELECTRIC GENERATION SERVICE TO THE PVSC
FOR A TERM OF 12-MONTHS, 22-MONTHS OR 24-MONTHS BEGINNING JANUARY 2026

**(Note: submission of this form indicates a non-binding expression of interest in responding to the
PVSC Bid for Electric Generation Service – Request for Bids dated October 29, 2025 – “RFB”)**

Supplier Contact Information:

Name of Supplier: _____

NJBPU Electric Power 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. on November 19, 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 - NOT APPLICABLE

00302 - SURETY COMPANY CERTIFICATE - NOT APPLICABLE

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)

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.

Subscribed and sworn before me this ____ day of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

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. B480

(Bid Sheet To be Provided to Qualified Suppliers in Electronic Format Prior to Bid Day)

RFB PROCESS AND SPECIFICATIONS FOR ELECTRIC GENERATION SERVICE:

A. NATURE OF ELECTRIC 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 electric power suppliers for supply of electric generation service (a.k.a. “power supply”) to the PVSC wastewater treatment facilities. Electric delivery service for the PVSC’s wastewater treatment facilities located at 600 Wilson Avenue in Newark, New Jersey is currently obtained through a single retail account PODID # PE000010394186044193 served via PSE&G’s HTS – High Voltage tariff. Electric generation service for the HTS account is currently provided via a third-party supplier contract whose termination date is the January 2026 meter read date. PVSC’s account is on PSE&G meter route number 07, and while the PSE&G meter reading schedule for 2026 is not yet published, the contract termination date is estimated to be on or about January 12, 2026.

The contract start date under this RFP will therefore be the January 2026 meter read date, which is projected to be on or about January 12, 2026. The contract end date will be either the January 2027 or January 2028 meter read date, depending on whether the 12-month, 22-month or 24-month term is selected by PVSC.

Please be advised that as of the Spring 2024, the PVSC has completed installation of nearly 1.5 MW of behind-the-meter solar photovoltaic system on the site of its wastewater treatment facilities in Newark, NJ. Given that more than a year has passed, any impacts to historical usage will already be reflected in historical usage patterns. PVSC has plans to install an additional 4 MW of behind the meter solar generation in 2026 with an anticipated completion date of December 2026. PVSC also plans to install 5MW of battery storage in 2026 with an anticipated completion date of December 2026.

As a result, the PVSC is seeking to obtain electric generation service for its account and is requesting three (3) different Bid Groups, pricing products and terms. The PVSC is soliciting price proposals for three different Bid Group pricing products as follows:

1. **All-In Fixed Price for a 12, 22 or 24 month contract term:** Fixed Price in \$/kwh for the entire service term that is inclusive of all electric generation service components and associated costs including load-shaped energy requirements, capacity, transmission, ancillary grid services, renewable portfolio standard compliance costs, margin and applicable taxes including 6.625% State Sales and Use Tax rate that took effect on January 1, 2018, in accordance with P.L. 2016, c.57.

Capacity Prices: PJM capacity auction results for the planning year beginning June 1, 2027, are currently unavailable. As such, suppliers shall include in their bid prices only the capacity costs that are known and established as of the bid submission date.

Any future changes in PJM capacity rates for planning years not yet published as of bid submission, i.e. only June 1, 2027, and thereafter, may be passed through, as permitted under the Terms and Conditions of the Master Supply Agreement (see 0500 – Change in Law/Regulatory Adjustment). These passthroughs shall reflect either increases or decreases in PJM capacity rates and will not involve any mark-up or margin.

No post-award adjustments will be permitted for known capacity costs at the time of bidding. For any

passthrough of capacity charges, the Supplier must provide documentation verifying the applicable PJM auction clearing price and the calculation used to determine the cost change to PVSC. Such documentation must be provided and approved by PVSC at least 30 days prior to the effective date of the change.

2. **Unbundled, Pass-Through Capacity and Transmission Price for a 12, 22 or 24 month**

contract term: The Unbundled, Pass-Through Capacity and Transmission Price Product is structured as follows: a) capacity costs passed-through on a monthly basis based upon actual capacity obligations (kw) applied to actual capacity prices (\$/kw) assessed by the PJM regional transmission organization; b) transmission costs passed-through for each account on a monthly basis based upon actual transmission obligations (kw) applied to actual transmission prices (\$/kw) – including Network Integrated Transmission Service (NITS) charges and Transmission Enhancement charges and credits assessed by the PJM regional transmission organization for the applicable EDC transmission zone and Reliability Must Run; and c) a bid Fixed Energy Charge (\$/kwh) applied to all metered energy usage for the billing period that must cover all other supplier costs not recovered via a) and b), including fully-hedged energy, ancillary services, RPS compliance costs, cost of the Agent Administrative Fee, supplier margin, and any other applicable taxes including 6.625% State Sales and Use Tax rate that took effect on January 1, 2018, in accordance with P.L. 2016, c.57.

More specifically, with respect to the Fixed Price, Pass-through Capacity, and Transmission pricing product components:

Capacity Costs: Pass-through of actual capacity costs which shall not include any profit, markup or service fee for each account shall equal the capacity obligation (kw) assigned to the account by the EDC, adjusted for any applicable PJM-assessed multiplier and/or scaling factor, multiplied by the Final Zonal Net Load Capacity Price in \$/MW-day (converted to per kw/day) for the applicable EDC Zone, multiplied by the number of days in the billing period and grossed up for NJ State Sales and Use Tax.

Transmission Costs: Pass-through of actual transmission costs which shall not include any profit, markup or service fee for each account shall equal the transmission obligation (kw) assigned to the account by the EDC, adjusted for any applicable PJM-assessed multiplier and/or scaling factor, multiplied by the sum of Transmission costs to be passed-through monthly at actual cost (grossed-up for NJ State Sales and Use Tax) including: the currently-effective Network Integration Transmission Service (NITS) charges for the applicable month(s) for the PSEG transmission zone as set forth in the files under 'Network Integration Transmission Service Revenue Requirements & Rates' at <https://www.pjm.com/markets-and-operations/billing-settlements-and-credit.aspx>; the currently-effective Transmission Enhancement charges and credits assessed by the PJM regional transmission organization for the applicable month(s) for the PSEG transmission zone as set forth in the 'Transmission Enhancement Worksheets at <https://www.pjm.com/markets-and-operations/billing-settlements-and-credit.aspx>; and Reliability Must Run "RMR".

3. **Unbundled Pass-Through Capacity and Transmission Price with Fixed Retail Adder and Load Following Energy Hedge and Index Product for a 12, 22 or 24 month contract term:**

The Unbundled, Pass Through Capacity and Transmission Price with Fixed Retail Adder and Load Following Energy Hedge and Index Product is structured as follows:

a) **Capacity Costs:** Pass-through of actual capacity costs which shall not include any profit, markup or service fee for each account shall equal the capacity obligation (kw) assigned to the account by the EDC, adjusted for any applicable PJM-assessed multiplier and/or scaling factor, multiplied by the Final Zonal Net Load Capacity Price in \$/MW-day (converted to per kw/day) for

the applicable EDC Zone, multiplied by the number of days in the billing period and grossed up for NJ State Sales and Use Tax.

b) **Transmission Costs:** Pass-through of actual transmission costs which shall not include any profit, markup or service fee for each account shall equal the transmission obligation (kw) assigned to the account by the EDC, adjusted for any applicable PJM-assessed multiplier and/or scaling factor, multiplied by the sum of Transmission costs to be passed-through monthly at actual cost (grossed-up for NJ State Sales and Use Tax) including: the currently-effective Network Integration Transmission Service (NITS) charges for the applicable month(s) for the PSEG transmission zone as set forth in the files under 'Network Integration Transmission Service Revenue Requirements & Rates' at <https://www.pjm.com/markets-and-operations/billing-settlements-and-credit.aspx>; the currently-effective Transmission Enhancement charges and credits assessed by the PJM regional transmission organization for the applicable month(s) for the PSEG transmission zone as set forth in the 'Transmission Enhancement Worksheets' at <https://www.pjm.com/markets-and-operations/billing-settlements-and-credit.aspx>; and Reliability Must Run "RMR"; and

c) **Fixed Retail Adder (\$/kWh)** applied to metered energy usage for the billing period that must cover all non-commodity components of energy and supplier costs not recovered via a) and b), including ancillary services, RPS compliance costs, PJM Fees, Operating Reserves, FTR, supplier margin, and any other applicable costs and taxes including 6.625% State Sales and Use Tax; and

d) **Load Following Energy Hedge (\$/kWh)** that provides a fully hedged, fixed price for energy and losses to the PSE&G zone for a fixed percentage of actual load. (Load Following hedge or block is a percentage of a clients actual load and not a shaped block and not a fixed kwh/hr size block). Supplier will be requested to provide the price of the Load Following Energy Hedge Percent of Actual Usage, and this price will apply to all potential load following energy hedge blocks for the accounts in a particular bid group, irrespective of size. If a contract award is made, PVSC will decide whether to award on bid day to hedge either 0%, 25%, 50%, 75% or 100% of their Load Following Percent of Actual Usage at the bid energy hedge price with the remaining un-hedged energy component of their costs to be priced at market as described in subsection (e) below; and

e) **Index Energy Charge (\$/kWh)** applied to energy settled in the hourly Pennsylvania-Maryland-New Jersey Interconnection ("PJM") spot market (Locational Marginal Price or 'LMP') for the applicable EDC zone (PSEG Zone). Specifically, load will be scheduled in the day-ahead ("DA") LMP energy market and settled in the real-time ("RT") energy market.

Under the Unbundled, Pass-Through Capacity and Transmission Price with Fixed Retail Adder and Load Following Energy Hedge and Index Product, for each Billing Period during the Contract Term, Supplier shall bill PVSC for all kilowatt hours used by PVSC during the Billing Period as follows: (1) pass-through of capacity charges as set forth above; plus (2) pass-through of transmission charges as set forth above; plus (3) metered kilowatt hours multiplied by the Fixed Retail Adder; plus (4) the percentage energy hedge size (kw) times the number of hours in the month times the Fixed Load Following Block Energy Charge; plus (5) for each hour, the difference between hourly metered kilowatt hours and the Load Following energy hedge % size, multiplied by the corresponding hourly Index Energy Charge and by the applicable Line Loss factor and sales tax gross-up.

Suppliers may provide pricing for this pricing product for any or all of the proposed contract length terms, 12, 22 or 24-month terms. Bid Prices for the Fixed Adder and the Load Following Block Energy Charge must include the currently effective 6.625% New Jersey Sales and Use Tax ("SUT") The Index Energy Charge shall also be grossed up for the then applicable NJSUT rate.

Supplier shall schedule any unhedged energy load in the day-ahead ("DA") energy market based upon historical requirements and settle load in the real-time ("RT") market.

NJ State Sales and Use Tax: Bid prices shall include 6.625% New Jersey State Sales and Use tax ("SUT"). However, for invoicing purposes, a winning supplier may show the Contract Price pre-SUT and gross up the

sub-total by the SUT, so long as the total bill is arithmetically equal to metered usage times Bid Price. Any changes in the applicable SUT rate implemented on or after the effective Date of the Master Supply Agreement shall be passed through via an adjustment to the contract price.

The Appendix A Pricing Form sets forth all Bid Groups, different pricing structures and contract terms being requested.

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) years (the "Extension Term") at the mutual written agreement 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. Any such contract extension must be agreed upon in writing by no later than thirty (30) days prior to expiration of the Initial Term. If no extension agreement is executed by that time, the winning bidder is obligated to take the necessary steps to drop the PVSC's account and cease the provision of electric generation service effective at the end 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 facility for which electric generation service is being sought is located in PSE&G territory and takes delivery service on the HTS tariff at High Voltage. The annual usage for the account is approximately 190 million kilowatt-hours (kwh). The capacity obligation currently associated with the PVSC's account is 21,831.64 (Kw) and the transmission obligation currently associated with the account is 23,333.888 (Kw). **The historic interval usage data and related generation capacity obligation, and transmission capacity obligation information for the PVSC's account 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:**

<u>Name</u>	<u>Phone</u>	<u>Email</u>
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. 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, for the sole purpose of preparing a response to this bid solicitation. 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. **Bids shall automatically expire by 3:00 p.m. Eastern Prevailing Time on the day they are due, i.e. December 2, 2025, unless voluntarily extended by bidder beyond the 3:00 p.m. expiration time.**

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 Master Supply Agreement (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 electrical supply service to meet all the needs of PVSC's facilities at its site in Newark, New Jersey under PSE&G account with PODID number PE000010394186044193 during the term of the contract and its obligation shall in no way be defined or limited by these historical quantities. PVSC's electrical 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 an Electric Power Supplier, or a single, consolidated bill for both electric supply and delivery. *The PVSC elects the dual-bill option. The successful bidder(s) must provide the PVSC with a separate bill for electric generation service only.*

The awarded Bidder 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 electricity 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. 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 Bidder's bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the Bidder. 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 is 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 5, 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, no later than **close of business on November 7, 2025.** Responses will be provided to prospective bidders that have contacted the PVSC or Concord concerning this RFB and provided contact information. Written responses will also be posted on the Online Energy Auction web portal www.concordenergyexchange.com.

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 **Wednesday, November 19, 2025.** The PVSC will review all submitted forms and documentation and will notify each Submitter by **close of business on November 19, 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. Eastern Time on November 20, 2025.** **Suppliers will be advised by close of business Friday, 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 **Tuesday, December 2, 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 pricing product and one term. Bidders are encouraged, but not required, to bid on all pricing products and contract durations.
4. 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.
5. **Bidding period:** Online Sealed Bids shall be submitted no later than 12:00 p.m. (NOON) Eastern Prevailing Time on **December 2, 2025**.
6. **Expiration of bids:** The PVSC anticipates making a contract award via issuance of an Award Letter, no later than 3:00 p.m. Eastern Prevailing Time on **December 2, 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. Eastern Prevailing Time on **December 2, 2025**. Bidders have the option to extend or hold open bids for longer time periods by providing notice.
7. 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 2, 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 should be expressed in dollars per KWH for energy (e.g. \$0.04521). 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:
 - All-In Fixed Price for Full-Service Term; or
 - Fixed Price and Pass-Through Capacity and Transmission Price Product (including all applicable taxes) for Full-Service Term.
 - Unbundled, Pass-Through Capacity and Transmission Price with Load Following Block and Index Product (including all applicable taxes) for Full Service Term.
5. No pricing should be conditioned upon alteration of PVSC contractual terms.

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. 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 electricity is vital to the overall operations of PVSC. In the event PVSC fails to receive electricity 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 electricity, in an amount equal to the supply shortfall, on the same basis as such participant is entitled to receive electricity under the contract (i.e., firm electric 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 electricity 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 Electric Generation Service from an alternate supplier at no more than the EDC's approved tariff price. The electric power supplier shall pay PVCS for 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 2:00 p.m. on November 19, 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 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
- vi) Exhibit 2 Executive Order 189
- vii) Exhibit 3 Disclosure of Investment Activities in Iran
- viii) Proof of New Jersey Business Registration Certificate
- ix) A statement indicating that the bidder is:
 - a) In compliance with EDC requirements and rules for retail access tariff and program rules, including EDI standards.
 - b) In compliance with all PJM, BPU, FERC and State of New Jersey laws, regulations and standards.
 - c) Meet creditworthiness and operational standards of the EDC and the PJM.
 - d) Has the capability to provide a separate bill to the PVSC for electric 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 Transmittal Letter document Section 00000 from this bid by 12:00 p.m. (NOON) **Eastern Prevailing Time on December 2, 2025:**

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 kWh used and the price for generation and transmission per kWh during the billing period. 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. B480
ATTN: Thomas A. Fuscaldo, Purchasing Agent

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

ELECTRIC GENERATION SERVICE CONTRACT

CONTRACT NO. B480

BETWEEN

PASSAIC VALLEY SEWERAGE COMMISSION

AND

RETAIL ELECTRIC POWER SUPPLIER
[Enter Supplier Name Here]

DATED: December 2, 2025

This Electric Generation Service Agreement ("Contract" or "Agreement") is made effective **Friday, December 2, 2025**, by and between **[Enter Supplier Name Here]** ("Supplier") and the Passaic Valley Sewerage Commission ("Customer" or "PVSC") also referenced herein as "Party" or collectively as "Parties." This Contract incorporates the Request for Bids for Electric Generation Service ("Request for Bid" or "RFB") issued by the Passaic County Sewerage Commission ("PVSC") on **October 29, 2025**, Supplier's submittals in response to the RFB, and the Award Letter.

Definitions:

"All-In Fixed Price" product means a pricing product with a single \$/kWh price inclusive of all components and costs for the provision of Electric Generation Service, including energy, Line Losses, capacity, transmission, ancillary services, RPS requirements, supplier margin, and applicable taxes, including State sales and use tax, as specified in the RFB.

"Award Letter" means the letter dated **December 2, 2025**, executed by the authorized representative of Customer, notifying Supplier of the bid award resulting from the RFB and memorializing the pricing product, Contract Price, and Contract Term as provided for in Supplier's Bid submitted to the PVSC, attached hereto as Appendix A.

"Benchmark Quantity" means Customer's expected kWh electricity consumption and capacity and transmission obligations (in kW) for the Term, which will be determined by reference to Customer's 12 months of historical electricity consumption, capacity, and transmission obligation information for the PVSC's account provided by PVSC to Supplier during the RFB process.

"Delivery Point" means a point where the PJM transmission grid meets the EDC delivery system.

"EDC" means the electric distribution company, otherwise referred to as the electric utility, in whose service territory Customer's accounts served under this Contract are located. For purposes of this Agreement the EDC is Public Service Electric and Gas.

"Energy Block" means a defined, flat block of power deliverable 7 days per week and 24 hours per day, as set forth in the RFB.

"Energy Consultant" shall mean Concord Energy Services.

"Electric Generation Service" means the provision of retail electric generation service and capacity, which is generated off-site from the location at which the consumption of such electric generation service and capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

"FERC" means the Federal Energy Regulatory Commission.

"kW" means a kilowatt.

“kWh” means a kilowatt-hour, which is a standard measurement of electric energy consumption or production.

“Line Losses” means distribution system line loss factor for the applicable rate class and/or voltage level as defined in the EDC tariff, adjusted to remove the mean hourly PJM marginal losses reflected in the applicable PJM Locational Marginal Price.

“LMP” means the Locational Marginal Price which is the spot market energy price established by PJM for the applicable transmission zone.

“Load Following Energy Hedge” means a load following option that fixes a percentage of your energy usage over the term of the contract while the remaining volumes are purchased at the Day Ahead Index and settled at the Real Time Index rate.

“Material Change in Law or Regulation” means any change in law, administrative regulation, tariff, rule, fee or cost imposed (or relieved) by the applicable Regional Transmission Company, Independent System Operator, Electric Distribution Company, Governmental Authority or similar entity, unknown at the time of the Seller’s bid in response to the RFP, that has a material impact on the cost to provide Electric Generation Service for load serving entities, including Supplier, in the applicable transmission zone and/or EDC territory.

“NITS” means Network Integration Transmission Service tariffs approved by FERC and implemented and assessed by PJM to transport electric energy from the point of generation to the Delivery Point.

“NITS Charges” means the tariffs for Network Integration Transmission Service (NITS) approved by the FERC and implemented and assessed by PJM on load in the applicable EDC transmission zone, including any applicable surcharges and/or credits such as Reliability Must Run charges and transmission enhancements, and net of any applicable credits approved and allowed by the NJBPU and respective EDC.

“NJBPU” means the New Jersey Board of Public Utilities.

“PJM” means the PJM Interconnection, which is a regional transmission organization or “RTO” that coordinates the movement of electricity in all or parts of thirteen states in the Mid-Atlantic and surrounding regions and the District of Columbia.

“RPM” means the Reliability Pricing Model established and implemented by PJM to establish market prices for generation capacity.

“Renewable Portfolio Standards” or “RPS” means minimum percentages of various forms renewable energy required to be included in each Electric Power Supplier’s energy portfolio pursuant to New Jersey State law and NJBPU regulations.

“Unbundled, Pass-Through Capacity and Transmission Price” means a pricing product with three pricing components, Capacity Charge and Transmission Charge and a fixed Charge that covers all energy and other adders, as specified in the RFB.

“Unbundled, Pass-Through Capacity and Transmission Price with Load Following Block and Index Product” means a pricing product with five pricing components, Fixed Adder, Load Following Block Energy Charge, Index Energy Charge, Capacity Charge and Transmission Charge, as specified in the RFB.

1. **Nature of Transaction:** Customer and Supplier respectively agree to purchase and sell the full Electric Generation Service requirements for the account(s) as listed and attached hereto as Appendix B. Supplier will serve as agent for Customer in accordance with the policies and procedures of Customer's EDC in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize Supplier as its sole electricity Supplier for all metered electrical requirements, net of any on-site, behind-the-meter renewable energy project generation, during the term of this Contract for the account(s) listed in the RFB as listed and attached hereto as Appendix B.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the January 2026 meter reading date for each account listed in the RFB, and shall continue until _____ January 2027 for

a 12 month Contract term, _____ November 2027 for a 22-month Contract term, or _____ January 2028 for a 24-month Contract term (meter reading date) (check one for term selected by Customer as indicated in the Award Letter and Appendix A, hereinafter referred to as the “Sales Period”). This Contract shall remain effective for the duration of the contract term. 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 to the utility 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 power usage requirements, net of any on-site, behind-the-meter renewable energy project generation, for the accounts listed on the Confirmation Agreement(s).

4. **Contract Price:** For each kilowatt-hour (“kWh”) of power 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 Appendix A and the Award Letter. The Contract Price includes all charges, fees and taxes that are imposed on the power prior to its delivery to Customer's EDC.

The Contract Price shall be 1) All In Fixed Energy Price; 2) Fixed Energy Price, with actual capacity and transmission charges passed through; 3) Load Following Block and Index Pricing Product, the Index Energy Charge applicable to actual energy usage above or below the Energy Block quantity, as provided for in the RFB. Unless otherwise specified, all taxes applicable to such power 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;

b) In the event of a change of greater than 25% in the aggregate monthly kWh usage of the Customer account receiving service under the Agreement relative to the Benchmark Quantity, and lasting more than two (2) billing cycles (i.e. three (3) billing cycles or more), in which case Seller may adjust the price to reflect the incremental cost of purchasing energy in excess of the 125% bandwidth at market, or any incremental loss incurred by Supplier in re-selling unused energy below the 75% bandwidth at market.; or

c) Applicable to those pricing structures where transmission are not passed-through at cost under a Fixed Price, Pass-through Capacity, and Transmission as set forth in the RFB, a change in FERC-approved transmission NIT charges implemented after the Effective Date of the Agreement. In such instance, Supplier may adjust the Contract Price by a percentage amount up to the percentage change (increase / decrease) in Supplier’s net, total cost to provide Electric Generation Service to Customer directly caused by the change in FERC-approved transmission NIT charges, net of applicable offsetting transmission enhancement credits received by the Supplier from PJM.

d) A Material Change in Law or Regulation.

e) Supplier may, subject to a minimum thirty (30) days written notice to Customer, pass through any incremental changes in cost associated with subsections (b) through (d) 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 electric supply procured by Supplier to meet Customer’s Electric Generation Service requirements, as compared to the contract value of such supply, as determined by Supplier in a commercially reasonable manner.

f) Notwithstanding any use of the term "Fixed Price" or "Fixed Adder" herein, Customer expressly acknowledges and agrees that this Agreement constitutes "affirmative authorization" and "affirmative consent" as may be required by N.J.A.C. 14:4-7.6(l) and 14:4-7.12, for price variability pursuant to this Section 5 of this Agreement.

g) Any change in law, legislation, and regulation known to the Supplier at the time of the proposal submission date is not eligible for such adjustment.

6. **Title, Possession and Control:** Supplier shall arrange for provision of Customer's electricity requirements to a "Delivery Point". The Delivery Point shall be on the EDC 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 New Jersey Board of Public Utilities-regulated tariffs of Customer's EDC. Customer is responsible for all distribution and service charges imposed by Customer's EDC relative to the delivery of power to Customer's facility. Customer shall be responsible for and shall cooperate with Supplier in obtaining from its EDC metering and historical load information reasonably necessary to record values of consumed kW and kWh on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality, including zero voltage of the electric service provided by the EDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's EDC for failing to deliver Customer's power usage requirements to the Delivery Point on the EDC 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 electricity. The monthly billing periods shall correspond to the meter read dates of Customer's EDC. All amounts due hereunder shall be paid within forty-five (45) days of the date of the invoice except, in the event that Customer is billed through the EDC'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 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 power 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.

The Parties shall retain billing and other records for a period of one year following the expiration of the term of this Agreement so as to permit either Party to confirm the validity of payment due or made; provided, however, that if either Party disputes the validity of any payments within one year of the expiration of the term of this Agreement, the Parties will retain all records related to the dispute until it is finally resolved. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice provided under this Contract or adjust any invoice for an arithmetic or computational error within twelve (12) months from the date of the invoice or adjustment. Any invoice dispute or adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved; however, payment of the undisputed amount shall continue and be due in accordance with the terms and conditions of this Agreement. Upon resolution of the dispute, any required payment shall be made within ten (10) business days of such resolution.

In the event of a dispute regarding any invoice issue or payment due under this Agreement, each Party shall have the right to verify, at its sole expense, the accuracy of the invoice or the calculation of the payment due by obtaining copies of relevant portions of the books and records of the other Party. The right of verification will survive the termination of this Agreement for a period of one year after termination.

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 transmission grid or EDC 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 power at a higher or more advantageous price than the Contract Price or Customer's ability to purchase power 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 Electric Generation Service that has been delivered to and consumed by Customer.

11. **Failure to Perform - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligations hereunder, the other Party shall have the right to issue written notice demanding performance. The non-performing Party shall have five (5) business days from the receipt of such written notice to cure the non-performance. In the event that the non-performing Party does not cure the non-performance within this cure period, the other Party may declare a default and terminate this Agreement. The exclusive remedy for damages in the event of such default and termination 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 power Supplier failed to deliver over the remaining term of the Agreement; 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 power not accepted by Customer over the remaining term of the Agreement. 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 power 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 ELECTRICITY DELIVERED AND WARRANTS THAT IT HAS THE RIGHT TO SELL SAME AND THAT SUCH ELECTRICITY 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 EDC'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:

Gregory Tramontozzi
PVSC
600 Wilson Ave,
Newark, New Jersey 07105
973-344-1800
gtramontozzi@PVSC.com

Supplier Representative:

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 RESPECT TO THE ELECTRICITY, 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 RESPECT 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

00701	Knowledge of Contract Conditions & Requirements
00702	Surety Bond
00703	Obligation of Contractor
00704	Engineering Decision Final
00705	Bankruptcy of Contractor
00706	Responsibility of Contractor
00707	Claims by Contractor
00708	Completion of Work
00709	Subcontracts
00710	Changes to Contract
00711	No Waiver of Contract
00712	Claims for Extra Work
00713	N. J. Contract Laws
00714	Starting Date
00715	Contractor Inspection of Site
00716	Prior Site Visit
00717	Existing Physical Conditions
00718	Joint Venture
00719	Omissions by Sub-Contractors
00720	N. J. Statutes
00721	Access to Work
00722	Temporary Utilities
00723	Permits
00724	Save Owner Harmless
00725	NOT USED IN THIS CONTRACT
00726	NOT USED IN THIS CONTRACT
00727	Insurance Requirements
00728	Removal of Temporary Work
00729	Release from All Claims
00730	Claims Against Contractor
00731	Lien Against Contractor
00732	Consent of Surety to Final Payment
00733	NOT APPLICABLE TO THIS CONTRACT
00734	Certification of Engineer
00735	Extra Work
00736	Default of Contractor

00737 Affirmative Action and Americans With Disabilities Act

00738 Substantial Completion and Inspections

00700 GENERAL CONDITIONS

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 or 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 good 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 thereto, 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 contract 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 SUPPLEMENTAL CONDITIONS – INDEX

- 00821 Anti-Discrimination**
- 00822 Foreign Corporations**
- 00823 Prevailing Wage**
- 00825 Use Of Domestic Materials**
- 00826 Hazardous Materials**
- 00827 Certified Payroll**
- 00828 Set Aside Contract Compliance**
- 00829 NOT APPLICABLE TO THIS CONTRACT**
- 00830 Contract Duration**
- 00831 Liquidated Damages**
- 00832 Authority to Audit or Review Contract Records**
- 00833 NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX**
- 00834 CHANGE CONDITONS CLAUSES FOR CERTAIN LOCAL PUBLIC CONTRACTS**
- 00835 DIANE B. ALLEN EQUAL PAY ACT**

00800 SUPPLEMENTAL CONDITIONS

00821 NOT APPLICABLE TO THIS CONTRACT.

00822 N.J.S.A. 14A:13-3 – Foreign Corporations

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, arbitral 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 NOT APPLICABLE TO THIS CONTRACT.

00830 NOT APPLICABLE TO THIS CONTRACT.

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

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

- 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 NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX

- 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

APPENDIX

Exhibit 1

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Exhibit 2

Executive Order 189

Exhibit 3

Disclosure of Investment Activities in Iran Form

Exhibit 1

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

0

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

0

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

0

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

; Vendor means (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph(1) or (2)

NJ Rev. 1.22.2024

Exhibit 2 — Executive Order 189

EXECUTIVE ORDER 189

**State of New Jersey
Executive Order #189**

Governor Thomas H. Kean

[Return to EO Index](#)

WHEREAS, it is essential that all persons supplying goods or services to the State of New Jersey, or performing contracts or otherwise executing public works with the assistance of and subject to the approval of the State, must meet a standard of responsibility which assures the State and its citizens that such persons will both compete and perform honestly in their dealings with the State and avoid conflicts of interest; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from having any interest or engaging in any activity that is in substantial conflict with the proper discharge of their duties in the public interest or from undertaking any employment or service which might reasonably be expected to impair their objectivity or independence of judgment; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from acting in their official capacity in any matter wherein they have a direct or indirect personal financial interest which might reasonably be expected to impair their objectivity or independence of judgment; and

WHEREAS, N.J.S.A. 52:34-19 provides that it shall be a misdemeanor to pay any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any person employed by the Department of the Treasury or to any other person in the employ of the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to a contract with the State; and

WHEREAS, it is essential that persons providing goods or services to, or performing contracts for, the State be fully informed of the policies of the State concerning their relationships with State officers or employees and special State officers or employees and that these policies be uniformly applied by the various agencies of the Executive Branch; and

WHEREAS, it is therefore necessary to supplement Executive Order No. 34 (1976), which provides the grounds and procedures applicable to the debarment, suspension and disqualification of State vendors, to encompass appropriate standards prohibiting conflicts of interest on the part of present and prospective State vendors;

NOW, THEREFORE, I, THOMAS H. KEAN, Governor of the State of New Jersey, by virtue of

the authority vested in me by the Constitution and by the Statutes of this State, do hereby
ORDER and DIRECT:

1. As used in this Order, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency.
2. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.
3. The rules and regulations referred to in Paragraph 2 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:
 - 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 any 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 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.

f. The provisions cited above in paragraph 3a. through 3e. 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.

4. The rules and regulations referred to in Paragraph 2, supra, shall require that the prohibitions set forth Paragraph 3, supra, shall be included in all requests for proposals issued by any State department or agency and in all contracts executed on behalf of a State department or agency, other than those of an interstate agency to which New Jersey is a party and contracts entered into on behalf of the interstate agency.

5. Nothing required by this Order shall be construed to limit the authority of any State department or agency to refrain from contracting within the discretion allowed by law, or to limit N.J.S.A. 52:34-19 or any other applicable statute or regulation.

6. This Order shall take effect on the ninetieth day following its execution.

GIVEN, under my hand and seal,
this 20th day of July in the Year
of Our Lord, one thousand nine
hundred and eighty-eight, and of the
Independence of the United States,
the two hundred and thirteenth.

/s/Thomas H. Kean
GOVERNOR

(seal)

Attest:

/s/Michael R. Cole
Chief Counsel

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP/BID: _____ CONTRACT NO: B480

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, 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:_____

Revised 9-2023

APPENDIX A – PRICING FORM
Passaic Valley Sewerage Commission Contract# B480

The PVSC is seeking pricing for three (3) Bid Groups, as defined in Section 00305 – *Bid Sheet, A. Nature of Electric Service Requirements & Scope of Work*, for either a twelve (12), twenty-two (22) or twenty-four (24) 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 October 31, 2027, for a twenty-two (22) month term, or after December 31, 2027, for the twenty-four (24) month term, for all accounts.

Bid Prices must be held firm until 3:00 P.M. Eastern Prevailing Time on Tuesday, December 2, 2025.

Bid Group 1	Product Structure	Account Category	Start Month	12 month Term \$/kWh	22 month Term \$/kWh	24 month Term \$/kWh
1	Fixed All-In Energy Price	PSEG - HTSHV	January 2026	\$0. _____	\$0. _____	\$0. _____
Bid Group 2	Product Structure	Account Category	Start Month	12 month Term \$/kWh	22 month Term \$/kWh	24 month Term \$/kWh
2	Fixed Energy - Pass Thru Capacity and Transmission	PSEG - HTSHV	January 2026	\$0. _____	\$0. _____	\$0. _____
Bid Group 3	Product Structure	Account Category	Start Month	12 month Term \$/kWh	22 month Term \$/kWh	24 month Term \$/kWh
3c	Fixed Retail Adder, pass thru Energy (LMP), Capacity and Transmission	PSEG - HTSHV	January 2026	\$0. _____	\$0. _____	\$0. _____
3d	Load Following Energy Hedge includes LMP, delivery to PSEG Zone plus losses	PSEG - HTSHV	January 2026	\$0. _____	\$0. _____	\$0. _____

"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# B480

Client	Service Address	Billing Address	Utility	POD ID	Account	Rate Class
Passaic Valley Sewerage Commission	600 Wilson Ave Newark City NJ 07105	Attn: Prince Wilson, CFO c/o PVSC 600 Wilson Ave Newark NJ 07105-4814	PSEG	PE000010394186044193	4200796600	HTS-HV