

# RARITAN GROUP INC.



*"Protecting Public Health and the Environment"*

**CONTRACT NO. B389-2**

**NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

**PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NJ 07105**

**CONTRACT AND SPECIFICATIONS**

**TO**

**FURNISH AND DELIVER PIPE, FITTINGS, VALVES AND ACCESSORIES TO THE  
PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD**

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

**CONTRACT AND SPECIFICATIONS  
FOR  
B389-2, FURNISH AND DELIVER PIPE, FITTINGS, VALVES AND ACCESSORIES  
TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD**

**THIS AGREEMENT** made and executed this **15 day of February 2024**, by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

**Raritan Group Inc., 301 Meadow Road, Edison, NJ 08817,**

a corporation chartered under the laws of the State of NEW JERSEY,

with principal offices at, 301 Meadow rd. Edison, NJ 08817,  
hereinafter called the "Contractor".

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

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

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

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

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

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

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

BY: [Signature]  
PASSAIC VALLEY SEWERAGE COMMISSION  
GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

(SEAL)

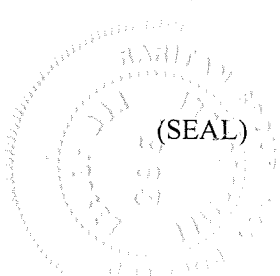
ATTEST BY: [Signature]  
PASSAIC VALLEY SEWERAGE COMMISSION  
ALBERT LUKIN, CLERK

Maritan Group Inc.  
CONTRACTOR NAME

BY: [Signature]  
CONTRACTOR  
JAMES F. Richardson, President

(SEAL)

ATTEST BY: [Signature]  
CONTRACTOR  
Dawn M. White



## North Jersey Wastewater Cooperative Pricing System

Contract B389, has been designated as a Cooperative Pricing System Contract. Prospective bidders are invited to submit bids on the attached vendor bid list for the following North Jersey Wastewater Cooperative Pricing System members:

Lead Agency: Passaic Valley Sewerage Commission (PVSC)  
 600 Wilson Avenue  
 Newark, New Jersey  
 07105

Member Agencies:	Deliver to same location unless noted otherwise	
Bergen County Utilities Authority <b>Deliver to Location:</b>	PO Box 9 <b>Foot of Mehrhof Road</b>	Little Ferry, New Jersey 07643 <b>Little Ferry, New Jersey 07643</b>
Joint Meeting of Essex and Union Counties (JMEUC)	500 South First Street	Elizabeth, New Jersey 07202
The Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA) <b>Deliver to Location:</b>	PO BOX 88 <b>End of Lincoln Boulevard</b>	Lincoln Park, New Jersey 07035 <b>Lincoln Park, New Jersey 07035</b>
Northwest Bergen County Utilities Authority	30 Wyckoff Avenue	Waldwick, New Jersey 07463
Rahway Valley Sewerage Authority	1050 East Hazelwood Avenue	Rahway, New Jersey 07065
Town of Morristown	200 South Street	Morristown, New Jersey
Township of Wayne	475 Valley Road	Wayne, New Jersey 07470
City of Asbury Park <b>Deliver to Location:</b>	One Municipal Plaza <b>9 Main Street</b>	Asbury Park, New Jersey 07712 <b>Asbury Park, New Jersey 07712</b>
Linden Roselle Sewerage Authority	5005 South Wood Avenue	Linden, New Jersey 07036-8118
Sussex County Municipal Utilities Authority	34 South Route 94	Lafayette, New Jersey 07848
Township of Mine Hill	10 Baker Street	Mine Hill, New Jersey 07803
Musconetcong Sewerage Authority	110 Continental Drive	Budd Lake, New Jersey 07828
Borough of Fair Lawn	8-01 Fair Lawn Avenue	Fair Lawn, New Jersey 07410
Township of Morris	50 Woodland Avenue	Convent Station, NJ 07961
Village of Ridgewood	131 N. Maple Avenue	Ridgewood, New Jersey 07450
Rockaway Valley Sewerage Authority	RD #1, 99 Greenbank Road	Boonton, New Jersey 07005
Atlantic County Utilities Authority	6700 Delilah Road	Egg Harbor Township, N 08234
Township of Wall	2700 Allaire Road	Wall, New Jersey 07719
Township of Readington	509 Route 523	Whitehouse Station, NJ 08889
Borough of South Plainfield	2480 Plainfield Avenue	South Plainfield, NJ 07080
Borough of Lodi	One Memorial Drive	Lodi, New Jersey 07644
Borough of Madison	50 Kings Road	Madison, New Jersey 07940

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**

**NJWWCPS-2**

Member Agencies continued:

Secaucus Municipal Utilities Authority	1100 Koelle Boulevard	Secaucus, New Jersey 07094
Two Rivers Water Reclamation Authority	1 Highland Avenue	Monmouth Beach, NJ 07750
Borough of Point Pleasant	2233 Bridge Avenue	Point Pleasant, New Jersey 08742
Township of Branchburg	1077 US Highway 202 North	Branchburg, New Jersey 08876
Township of Parsippany-Troy Hills	1001 Parsippany Boulevard	Parsippany, New Jersey 07054
Township of Springfield	100 Mountain Avenue	Springfield, NJ 07081
Township of Neptune	25 Neptune Blvd	Neptune, NJ 07753
Township of Verona	600 Bloomfield Avenue	Verona, New Jersey 07044
Borough of Lindenwold	15 North White Horse Pike	Lindenwold, New Jersey 08021
North Bergen Utilities Authority	6200 Tonnelle Avenue	North Bergen, New Jersey 07047
Bayshore Regional Sewerage Authority	100 Oak Street	Union Beach, New Jersey 07735
Lacey Municipal Utilities Authority	34 R. Kennedy Boulevard	Forked River, New Jersey 08731
Cape May County Municipal Utilities Authority	1523 Route 9 North	Swainton, New Jersey 08210
Bernards Township Sewerage Authority	726 Martinsville Road	Liberty Corner, NJ 07938
South Monmouth Regional Sewerage Authority	1235 8 <sup>th</sup> Avenue	Belmar, New Jersey 07719
East Windsor Utilities Authority	7 Wiltshire Drive	East Windsor, New Jersey 08520
Township of Chatham	58 Meyersville Road	Chatham, New Jersey 07928
Toms River Municipal Utilities Authority	340 West Water Street	Toms River, New Jersey 08753
Township of Millburn	375 Millburn Avenue	Millburn, New Jersey 07041
Township of Howell	4567 Route 9 North	Howell, New Jersey 07731
Town of Newton	39 Trinity Street	Newton, New Jersey 07860
Jersey City Municipal Utilities Authority	555 Route 440	Jersey City, New Jersey 07305
Township of Mount Olive	204 Flanders-Drakestown Road	Budd Lake, New Jersey 07828
Borough of Sayreville	167 Main Street	Sayreville, New Jersey 08872
Somerset Raritan Valley Sewerage Authority	50 Polhemus Lane	Bridgewater, New Jersey 08807
Borough of Florham Park	111 Ridgedale Avenue	Florham Park, New Jersey 07932
Middlesex County Utilities Authority	257 Main Street	Sayreville, New Jersey 08872-0159
Washington Township Municipal Utilities Authority	46 East Mill Road	Long Valley, New Jersey 07853
Township of East Brunswick	1 Jean Walling Civic Center Drive	East Brunswick, New Jersey 08816
Jackson Township Municipal Utilities Authority	135 Manhattan Street	Jackson, New Jersey 08527

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**

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Member Agencies continued:

Borough of Stone Harbor	9508 Second Avenue	Stone Harbor, New Jersey 08247
Borough of Bloomingdale	101 Hamburg Turnpike	Bloomingdale, New Jersey 07403
Township of Livingston	357 South Livingston Avenue	Livingston, New Jersey 07039
Township of Roxbury	1715 Route 46	Ledgewood, New Jersey 07852
Township of Freehold	1 Municipal Plaza	Freehold, New Jersey 07728
Southeast Morris County Utilities Authority	19 Saddle Road	Cedar Knolls, New Jersey 07927
Township of Montville	195 Changebridge Road	Montville, New Jersey 07045
Manasquan River Regional Sewerage Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
Cumberland Co. Utilities Authority	333 Water Street	Bridgeton, New Jersey 08302
Borough of Old Tappan	227 Old Tappan Road	Old Tappan, New Jersey 07675
Readington Lebanon Sewerage Authority	Old Route 28	Whitehouse, New Jersey 08888
Borough of Glen Rock	1 Harding Plaza	Glen Rock, New Jersey 07452
Warren Township Sewerage Authority	46 Mountain Boulevard	Warren, New Jersey 07059
Borough of Highlands	42 Shore Drive	Highlands, New Jersey 07732
Township of Denville	1 Saint Mary's Place	Denville, New Jersey 07834
Logan Township Municipal Utilities Authority	69 Jefferson Lane	Logan Township, New Jersey 08085
City of South Amboy	140 North Broadway	South Amboy, New Jersey 08879
Township of Nutley	One Kennedy Drive	Nutley, New Jersey 07110
Lambertville Municipal Utilities Authority	3 Bridge Street	Lambertville, New Jersey 08530
Camden County Municipal Utilities Authority	16445 Ferry Avenue	Camden, New Jersey 08101-1432
Western Monmouth Utilities Authority	103 Pension Road	Manalapan, New Jersey 07726
Borough of Spotswood	77 Summerhill Road	Spotswood, New Jersey 08884
Kearny Municipal Utilities Authority	39 Central Avenue	Kearny, New Jersey 07032
Borough of Totowa	537 Totowa Road	Totowa, New Jersey 07512
Township of Cranford	8 Springfield Avenue	Cranford, New Jersey 07016
East Orange Water Commission	99 South Grove Street	East Orange, New Jersey 07018
Township of Aberdeen	1 Aberdeen Square	Aberdeen, New Jersey 07747
Woodbridge Township	1 Main Street	Woodbridge, New Jersey 07095
Hackettstown Municipal Utilities Authority	424 Hurley Drive	Hackettstown, New Jersey 07840
Township of Bridgewater	100 Commons Way	Bridgewater, New Jersey 08807
Township of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Borough of Wildwood Crest	6101 Pacific Avenue	Wildwood Crest, New Jersey 08260
Borough of Tinton Falls	556 Tinton Avenue	Tinton Falls New Jersey 07724

Township of Piscataway	455 Hoes Lane	Piscataway, New Jersey 08854
Borough of Elmwood Park	182 Market Street	Elmwood Park, New Jersey 07407
County of Passaic	151 East 11 <sup>th</sup> Street	Paterson, New Jersey 07525
Township of Randolph	502 Millbrook Avenue	Randolph, New Jersey 07869
Township of Middletown	1 Kings Highway	Middletown, New Jersey 07748
Township of Edison	100 Municipal Boulevard	Edison, New Jersey 08817
Township of Hillside	1409 Liberty Avenue	Hillside, New Jersey 07205
Township of Neptune Sewerage Authority	634 Old Corlies Ave	Neptune City, NJ 07753
Borough of Milltown	39 Washington Avenue	Milltown, New Jersey 08850
Egg Harbor Twp. Municipal Utilities Authority	3515 Bargaintown Road	Egg Harbor, New Jersey 08234
Landis Sewerage Authority	1776 South Mill Road	Vineland, New Jersey 08360
Cinnaminson Sewerage Authority	1621 Riverton Road	Cinnaminson, NJ 08077
Township of South Orange Village	76 South Orange Avenue	South Orange, New Jersey 07079
Stony Brook Regional Sewerage Authority	290 River Road	Princeton, New Jersey 08540
Borough of Alpha	1001 East Boulevard	Alpha, New Jersey 08865
Pennsauken Sewerage Authority	1250 John Tipton Boulevard	Pennsauken, New Jersey 08110
Raritan Township Municipal Utilities Authority	365 Old York Rd	Flemington, New Jersey 08822
Borough of Peapack and Gladstone	One School Street	Peapack, New Jersey 07977
Township of Bedminster	One Miller Lane	Bedminster, New Jersey 07921
Borough of Franklin	46 Main Street	Franklin, New Jersey 07416
Town of Dover	100 Princeton Avenue	Dover, New Jersey 07801
Franklin Township Sewerage Authority	70 Commerce Drive	Somerset, New Jersey 08873
Borough of Sea Bright	1099 Ocean Avenue	Sea Bright, New Jersey 07760
Township of Hamilton	2090 Greenwood Avenue	Hamilton, New Jersey 08609
Borough of Bernardsville	166 Mine Brook Road	Bernardsville, New Jersey 07924
Wanaque Valley Regional Sewerage Authority	101 Warren Hagstrom Blvd.	Wanaque, New Jersey 07465
Borough of Pennington	30 North Main Street	Pennington, New Jersey 08534
Lakewood Township Sewerage Authority	390 New Hampshire Avenue	Lakewood, New Jersey 08701
Byram Township	10 Mansfield Drive	Stanhope, New Jersey 07874
Township of Pemberton	500 Pemberton-Browns Mills Road	Pemberton, New Jersey 08068
Borough of Avon by the Sea	301 Main Street	Avon by the Sea, New Jersey 07717
Township of Florence	711 Broad Street	Florence, New Jersey 08518
Hanover Park Regional High School District	75 Mount Pleasant Avenue	East Hanover, New Jersey 07936

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**

City of Somers Point	1 West New Jersey Avenue	Somers Point, New Jersey 08244
Township of Cedar Grove	525 Pompton Avenue	Cedar Grove, New Jersey 07009
Borough of New Providence	360 Elkwood Avenue	New Providence, New Jersey 07974
Township of Tewksbury	169 Old Turnpike Road	Califon, New Jersey 07830
Clinton Township Sewerage Authority	79 Beaver Avenue #5	Clinton, New Jersey 08809
City of Summit	512 Springfield Avenue	Summit, New Jersey 07901
Old Bridge Municipal Utilities Authority	71 Boulevard West	Cliffwood Beach, New Jersey 07735
Willingboro Municipal Utilities Authority	433 John F. Kennedy Way	Willingboro, New Jersey 08046
City of Wildwood	4400 New Jersey Avenue	Wildwood, New Jersey 08260
Borough of Newfield	18 Catawba Avenue	Newfield, New Jersey 08344
Borough of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Montville Township Board of Education	86 River Road	Montville, New Jersey 07045
Borough of Wenonah	1 South West Avenue	Wenonah, New Jersey 08090
Rockaway Township Board of Education	16 School Road	Rockaway, New Jersey 07866
Brick Township Municipal Utilities Authority	1551 Highway 88 West	Brick, New Jersey 08724-2399
Township of Montclair	205 Claremont Avenue	Montclair, New Jersey 0704266
Borough of Hightstown	156 Bank Street	Hightstown, New Jersey 08520
Borough of Manasquan	201 East Main Street	Manasquan, New Jersey 08736
Township of West Orange	66 Main Street	West Orange, New Jersey 07052
City of Perth Amboy	260 High Street	Perth Amboy, New Jersey 08861
North Plainfield Board of Education	33 Mountain Avenue	N. Plainfield, New Jersey 07060
County of Hudson	567 Pavonia Avenue, 3rd Floor	Jersey City, New Jersey 07306
Borough of Caldwell	1 Provost Square	Caldwell, New Jersey 07006
Municipality of Princeton	400 Witherspoon Street	Princeton, New Jersey 08540
Township of Monroe	1 Municipal Plaza	Monroe, New Jersey 08831
Bordentown Sewerage Authority	954 Farnsworth Avenue	Bordentown, New Jersey 08505
City of Plainfield	515 Watchung Avenue	Plainfield, New Jersey 07060
Borough of Red Bank	90 Monmouth Street	Red Bank, New Jersey 07701
Township of Allamuchy	15 Freeborn Lane	Allamuchy, New Jersey 07820
City of Trenton	319 East State Street	Trenton, New Jersey 08608
Borough of Rumson	80 East River Road	Rumson, New Jersey 07760
North Arlington-Lyndhurst Joint Meeting	214 Ridge Road	North Arlington, New Jersey 07031
County of Essex	465 Dr. Martin Luther King, Jr. Boulevard	Newark, New Jersey 07102
Evesham Municipal Utilities Authority	100 Sharp Road	Marlton, New Jersey 08053
Borough of Hopatcong	111 River Styx Road	Hopatcong, New Jersey 07843
Atlantic City Municipal Utilities Authority	401 North Virginia Avenue	Atlantic City, New Jersey 08404

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**



Pine Hill Borough Municipal Utilities Authority	907 Turnerville Road	Pine Hill, New Jersey 08021
Township of Holmdel	4 Crawfords Corner Road	Holmdel, New Jersey 07733
Township of Berkeley Heights	29 Park Avenue	Berkeley Heights, New Jersey 07922
Borough of Woodcliff Lake	188 Pascack Road	Woodcliff Lake, New Jersey 07677
Cumberland County Improvement Authority	745 Lebanon Road	Millville, New Jersey 08332
Borough of Deal	190 Norwood Avenue	Deal, New Jersey 07723
Borough of High Bridge	97 West Main Street	High Bridge, New Jersey 08829
Carlstadt Sewerage Authority	429 Hackensack Street	Carlstadt, New Jersey 07072
Pequannock Township	530 Newark-Pompton Turnpike	Pompton Plains, New Jersey 07444
Belleville Township	152 Washington Avenue	Belleville, New Jersey 07109
Borough of Metuchen	500 Main Street	Metuchen, New Jersey 08840
Mount Holly Municipal Utilities Authority	1 Park Drive	Mount Holly, New Jersey 08060
Borough of Freehold	30 Mechanic Street	Freehold, New Jersey 07728
City of Newark	47-63 Green Street	Newark, New Jersey 07102
Borough of Matawan	201 Broad Street	Matawan, New Jersey 07747
Township of Mantua	397 Main Street	Mantua, New Jersey 08051
Warren County Municipal Utility Authority	199 Foul Rift Road	Belvidere, New Jersey 07823
City of Brigantine	1417 West Brigantine Ave.	Brigantine, New Jersey 08203
Essex County College	303 University Avenue	Newark, New Jersey 07102
Mount Laurel Township Municipal Utilities Authority	1201 South Church Street	Mount Laurel, New Jersey 08054
Borough of Belmar	601 Main Street	Belmar, New Jersey 07719
Gloucester County Utilities Authority	2 Paradise Road	West Deptford, New Jersey 08066
Township of West Caldwell	30 Clinton Road	West Caldwell, New Jersey 07006
Borough of Berlin	59 South Whitehorse Pike	Berlin, New Jersey 08009
Township of Riverside	237 S. Pavilion Avenue	Riverside, New Jersey 08075
Township of Riverside Sewerage Authority	PO Box 188	Riverside, New Jersey 08075
Township of Hillsborough Municipal Utilities Authority	220 Triangle Road	Hillsborough, New Jersey 08844

**ADDITIONAL COOPERATIVE REQUIREMENTS APPEAR ON THE NEXT PAGE**

**NJWWCPS-7**

Member Agencies continued

Borough of Fieldsboro	204 Washington Street	Fieldsboro, New Jersey 08505
Tenaflly Board of Education	500 Tenaflly Road	Tenaflly, New Jersey 07670
Borough of Paramus	One Jockish Square	Paramus, New Jersey 07652
City of Cape May	643 Washington Street	Cape May, New Jersey 08204
Township of Marlboro	1979 Township Drive	Marlboro, New Jersey 07746
Township of Boonton	155 Powerville Road	Boonton Township, N.J. 07005
Long Branch Sewerage Authority	150 Joline Avenue	Long Branch, New Jersey 07740
Township of Winslow	125 South Route 73	Braddock, New Jersey 08037
Borough of Stockton	2 South Main Street	Stockton, New Jersey 08559
Plumsted Municipal Utilities Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
The New Brunswick Water Utility	78 Bayard Street	New Brunswick, New Jersey 08901
Lower Township Municipal Utilities Authority	2900 Bayshore Road	Villas, New Jersey 08251
North Jersey District Water Supply Commission	1 F. A. Orechio Drive	Wanaque, New Jersey 07465
Passaic Valley Water Commission	1525 Main Avenue	Clifton, New Jersey 07011
River Dell Regional School District	230 Woodland Avenue	River Edge, New Jersey 07661
Township of West Milford	1480 Union Valley Road	West Milford, New Jersey 07480
Livingston Township School District	11 Foxcroft Drive	Livingston, New Jersey 07039
Borough of Emerson	1 Municipal Place	Emerson, New Jersey 07630
Township of Hopewell (Mercer)	201 Washington Crossing Pennington Road	Titusville, New Jersey 08560
Borough of Pitman	110 South Broadway	Pitman, New Jersey 08071
Toms River Regional School District	1144 Hooper Avenue	Toms River, New Jersey 08753
Township of Lyndhurst	367 Valley Brook Avenue	Lyndhurst, New Jersey 07071
Township of Hopewell (Cumberland)	590 Shiloh Pike	Bridgeton, New Jersey 08302

**ADDITIONAL COOPERATIVE REQUIREMENTS  
APPEAR ON THE NEXT PAGE**

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CERTIFICATION OF EXTENSION OF CONTRACT TERMS AND CONDITIONS TO MEMBERS  
OF THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM  
AS LISTED ABOVE OR APPROVED WITHIN CONTRACT TERM

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Check here if willing to provide the goods or services herein bid upon to registered members of the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) without substitution or deviation from specifications, size, features, quality, price, or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the Passaic Valley Sewerage Commissioners, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

Check here if **not** willing to extend prices to registered members of the NJWWCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the Passaic Valley Sewerage Commissioners. The procedure by which Contract \_\_\_\_\_ will be awarded in the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates is as follows:

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder and new bids will be sought, and a master contract subsequently awarded with respect to the needs of the registered members who have submitted estimates.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids upon written approval of the lead agency and the awarded contractor. Insurance certificates and performance bonds will be required as per the enclosed bid specifications.

**\*\*\*PLEASE NOTE FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH THE BID  
WILL RESULT IN REJECTION OF THE BID\*\*\***

CONTRACT NO. B389-2  
FURNISH AND DELIVER PIPE, FITTINGS, VALVES AND ACCESSORIES TO THE  
PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD  
AWARD

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO:

FAX NUMBER:

E-Mail Address:

FEIN #:

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

- a. Total number items bid: **75** (From Vendor Format List).
- b. Delivery Period **stk- 365** Calendar Days.

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

2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.
3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.
4. The term of this contract is for a one (1) year period beginning **February 1, 2024** and extending thru **January 31, 2025**. All prices shall hold firm, and not subject to increase during the term of the contract.
5. The Commission does not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
6. The vendor shall submit bids to provide various instrumentation equipment, parts and supplies and or accessories in reference to the manufacturer's list price, and shall indicate a percentage off the manufacturer's list price for each item bid on.

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

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

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

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

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

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

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

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

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

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

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

# PASSAIC VALLEY SEWERAGE COMMISSIONERS

## AWARD

B389-2 FURNISH AND DELIVER PIPE, FITTINGS, VALVES AND ACCESSORIES TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD (CO-OP)

### Raritan Group

#	Description	Catalog No.	Qty./U OM	% Disc.	Del Time Days
2	ACTUATORS ELECTRIC, AUMA MANUFACTURER: AUMA	<u>Catalog No.</u> Y006.065/065/us/ 2.15	EA	10%	stk-120
3	ACTUATORS, AUMA Field Service *Required Factory Authorized Service Rep.	<u>Catalog No.</u> SE-FO-00-0027 Rev: Jan 2023	EA	10%	stk-20
4	ACTUATORS, AUMA Parts *Required Factory Authorized OEM Parts.	<u>Catalog No.</u> AUMA SPARE PARTS	EA	5%	stk-40
6	ACTUATORS, MAX AIR-PNEUMATIC HD SERIES SCOTCH YOKE & MT SERIES RACK & PINION MANUFACTURER: MAX AIR TECHNOLOGY INC.	<u>Catalog No.</u> r: 03/17/22	EA	40%	stk-90
10	BRASS & BRZ, SS, CS & IRON BALL, GATE, GLOBE & CHECK VALVES MANUFACTURER: APOLLO/CONBRACO IND.	<u>Catalog No.</u> cpca9000 ipca9000	EA	see exceptions page for price list link and discounts	stk-120
13	GATE, GLOBE, BUTTERFLY & CHECK VALVES MANUFACTURER: POWELL CAST STEEL	<u>Catalog No.</u> POW-CS-12-rl	EA	84%	stk-120
15	GATE, GLOBE, BUTTERFLY & CHECK VALVES MANUFACTURER: POWELL STAINLESS STEEL	<u>Catalog No.</u> POW-CS-12-rl	EA	66%	stk-120

18	GATE, GLOBE, BUTTERFLY & CHECK VALVES MANUFACTURER: POWELL RESILIENT SEATED BUTTERFLY VALVE	<u>Catalog No.</u> <b>RESILIENT SEATED BUTTERFLY VALVES</b>	EA	47%	stk-120
23	CAST IRON PIPE & FITTINGS MANUFACTURER: TYLER SOIL PIPE	<u>Catalog No. LP- DWV Current LP- DWV-2024</u>	EA	40%	stk-160
34	COPPER & STAINLESS STEEL PRESS PIPE JOINING SYSTEMS MANUFACTURER: VIEGA LLC	<u>Catalog No. Viega Products Guide Catalog 2023</u>	EA	see exceptions pg. for price list link 49%	stk-130
35	COPPER PIPE & FITTINGS MANUFACTURER: CAMBRIDGE LEE	<u>Catalog No.</u> <u><a href="http://www.camlee.com/plubing/">www.camlee.com/plubing/</a></u>	EA	see exceptions pg. for price list link 40%	stk-180
37	DUCTILE IRON/ CAST IRON AIR VALVES MANUFACTURER:VA L-MATIC	<u>Catalog No.</u> <b>Bulletin 1500</b>	EA	30%	stk-120
39	DUCTILE IRON/ CAST IRON BUTTERFLY VALVES MANUFACTURER: VAL-MATIC	<u>Catalog No.</u> <b>Bulletin 2000</b>	EA	30%	stk-120
40	DUCTILE IRON/ CAST IRON BUTTERFLY VALVES ACTUATOR MOUNTING MANUFACTURER: VAL-MATIC	<u>Catalog No.</u> <b>RVA PRICE LIST BFM-0124</b>	EA	25%	stk-50
42	DUCTILE IRON/ CAST IRON CHECK VALVES MANUFACTURER: VAL-MATIC	<u>Catalog No.</u> <b>BULLETIN 500 BULLETIN 1400/1800 VM-1900 BULLETIN 7000 BULLETIN 7200 BULLETIN 9000</b>	EA	30%	stk-120
43	DUCTILE IRON GATE VALVES RESILLIENT WEDGE MANUFACTURER: J&S	<u>Catalog No.</u> <b>J&amp;S C509 C515 Resilient Gate Valves</b>	EA	20%	stk-120



45	DUCTILE IRON GATE VALVES DOUBLE DISC MANUFACTURER: J&S	<u>Catalog No.</u> <b>J&amp;S C500 Double Disk Gate Valves</b>	EA	net	stk-120
46	DUCTILE IRON FITTINGS CEMENT LINED & P401 LINED MANUFACTURER: STAR PIPE PRODUCTS	<u>Catalog No.</u> <b>UCAT.2201-2</b>	EA	see discount pages	stk-130
47	DUCTILE IRON FITTINGS CEMENT LINED & P401 LINED MANUFACTURER: TYLER UNION	<u>Catalog No.</u> <b>WATERWORKS CAT PC-2019</b>	EA	see exceptions pg. for price list link-dom. only 10%	stk-130
49	DUCTILE IRON, CAST IRON & STAINLESS STEEL KNIFE GATE VALVES MANUFACTURER: FABRICAST	<u>Catalog No.</u> <b>FIG 40 FIG 240 FIG 50</b>	EA	25%	STK-80
50	DUCTILE IRON/ CAST IRON KNIFE GATE VALVE ACTUATOR MOUNTING MANUFACTURER: FABRICAST	<u>Catalog No.</u> <b>RVA PRICE LIST KGM-1223</b>	EA	25%	STK-50
53	DUCTILE IRON PIPE CEMENT LINED MANUFACTURER: C&B PIPE FABRICATION	<u>Catalog No.</u> <b>NO CAT AVAILABLE CBPIPING.COM</b>	EA	<b>SEE EXCEPTION PAGE 50%</b>	stk-130
54	DUCTILE IRON PIPE CEMENT LINED MANUFACTURER: U.S. PIPE FABRICATION	<u>Catalog No.</u> 2014 EDITION	EA	<b>50%</b>	stk-130
55	DUCTILE IRON FITTINGS P401 LINED & GLASS LINED MANUFACTURER: C&B PIPE FABRICATION	<u>Catalog No.</u>	EA	<b>SEE EXCEPTION PAGE IMPORT-42% DOMESTIC-10%</b>	stk-130
56	DUCTILE IRON FITTINGS P401 LINED & GLASS LINED MANUFACTURER:US PIPE FABRICATION	<u>Catalog No.</u>	EA	<b>IMPORT-42% DOMESTIC-10%</b>	stk-130

57	DUCTILE IRON FITTINGS P401 LINED & GLASS LINED MANUFACTURER: C&B PIPE FABRICATION	<b><u>Catalog No. NO</u></b> <b>CAT AVAILABLE</b> <b>CBPIPING.COM</b>	EA	<b>SEE</b> <b>EXCEPTION</b> <b>PAGE</b> <b>MANUFACTURER-POA</b>	stk-130
58	DUCTILE IRON FITTINGS P401 LINED & GLASS LINED MANUFACTURER: US PIPE FABRICATION	<b><u>Catalog No. NO</u></b> <b>CAT AVAILABLE</b> <b>USPIPE.COM</b>	EA	<b>SEE</b> <b>EXCEPTION</b> <b>PAGE</b> <b>MANUFACTURER-POA</b>	stk-130
59	DUCTILE IRON PIPE P401 LINED & GLASS LINED MANUFACTURER: C&B PIPE FABRICATION	<b><u>Catalog No. NO</u></b> <b>CAT AVAILABLE</b> <b>CBPIPING.COM</b>	EA	<b>SEE</b> <b>EXCEPTION</b> <b>PAGE P401-</b> <b>50% G/L-</b> <b>P.O.A.</b>	stk-130
60	DUCTILE IRON PIPE P401 LINED & GLASS LINED MANUFACTURER: US PIPE FABRICATION	<b><u>Catalog No. 2017</u></b> <b>EDITION</b>	EA	<b>P401-50%</b> <b>G/L-P.O.A.</b>	stk-130
61	DUCTILE IRON PIPE PUSH JOINT MANUFACTURER: AMERICAN CAST IRON PIPE	<b><u>Catalog No. NO</u></b> <b>CAT AVAILABLE</b>	EA	<b>SEE</b> <b>EXCEPTION</b> <b>AND LIST</b> <b>PRICE</b> <b>PAGE 5%</b>	stk-120
63	DUCTILE IRON/ CAST IRON PLUG VALVES MANUFACTURER: VAL-MATIC	<b><u>Catalog No.</u></b> <b>BULLETIN 5000F</b>	EA	30%	stk-120
64	DUCTILE IRON/ CAST IRON PLUG VALVE ACTUATOR MOUNTING MANUFACTURER: VAL-MATIC	<b><u>Catalog No. RVA</u></b> <b><u>PRICE LIST PVM-</u></b> <b><u>0124</u></b>	EA	25%	stk-50
66	DUCTILE IRON FLANGED SWING CHECK VALVE WITH LEVER AND EIGHT/ LEVER AND SPRING MANUFACTURER: VAL-MATIC	<b><u>Catalog No.</u></b> <b>BULLETIN 7000</b>	EA	30%	stk-120

70	ECCENTRIC FLANGED PLUG VALVES WITH/WITHOUT ACTUATOR MANUFACTURER: VAL-MATIC/AUMA CONTROLS	<u>Catalog No.</u> <b>Bulletin 5000f RVA PRICE LIST PVM- 0124 Y006.065/065/US/2. 15</b>	EA	<b>PLUG VALVES 30% ACTUATOR MOUNTING 25% ACTUATOR S 10%</b>	stk-120
72	ECCENTRIC FLANGED PLUG VALVES WITH/WITHOUT ACTUATOR MANUFACTURER: MILIKEN/ PRATT VALVE CO. / AUMA CONTROLS	<u>Catalog No.</u> <b>Bulletin 5000f RVA PRICE LIST PVM- 0124 Y006.065/065/US/2. 15</b>	EA	16%	30-120
85	GROOVED AWWA END PIPE FITTINGS, VALVES AND ACCESSORIES MANUF ACTURER: VICTAULIC CO.	<u>Catalog No.</u> G-103	EA	<b>SEE ATTACHED EXCEPTION S AND DISCOUNT PAGES</b>	stk-130
86	GROOVED COPPER & STAINLESS STEEL PRESS PIPE JOINING SYSTEMS MANUFACTURER: VICTAULIC *GROOVED COPPER SYSTEM & STAINLESS SYSTEM*	<u>Catalog No.</u> G-103	EA	<b>SEE ATTACHED EXCEPTION S AND DISCOUNT PAGES</b>	stk-130
87	GROOVED FIRE PROTECTION END PIPE, FITTINGS, VALVES AND ACCESSORIES MANUFACTURER: VICTAULIC	<u>Catalog No.</u> G-103	EA	<b>SEE ATTACHED EXCEPTION S AND DISCOUNT PAGES</b>	stk-130
88	GROOVED IPS END PIPE, FITTINGS, VALVES AND ACCESSORIES MANUFACTURER: VICTAULIC CO.	<u>Catalog No.</u> G-103	EA	<b>SEE ATTACHED EXCEPTION S AND DISCOUNT PAGES</b>	stk-130

93	PLANT PRODUCTS & ACCESSORIES MANUFACTURER: TRUMBULL	<b>Catalog No. FULL LINE PRODUCT CATALOG WATERWORKS SPECIALTY PRODUCTS</b>	EA	25%	stk-130
94	PIPE JOINT RESTRAINTS & FLEXIBLE EXPANSION JOINTS MANUFACTURER: EBAA IRON, INC	<b>Catalog No. MEGALUG SERIES 1100 SERIES 2000PV FORCE BALANCED FLEX -TEND FLEXTEND FLEXIBLE EXPANSION JOINT</b>	EA	<b>WEBSITE LINK PROVIDED SEE EXCEPTION PG MAGALUGS -42% EXPANSION LOINTS- POA</b>	stk-130
95	PIPE RESTRAINING PRODUCTS MANUFACTURER: KRAUSZ HYMAX	<b>Catalog No. PIPE REPAIR CATALOG</b>	EA	37%	stk-130
96	WATER PRODUCTS MANUFACTURER: SMITH BLAIR CO.	<b>Catalog No. WATER INDUSTRIAL PRODUCTS CATALOG</b>	EA	<b>SEE ATTACHED DISCOUNT PAGES</b>	stk-130
101	(PE) PIPING & FITTINGS, CHEMPROLINE- SINGLE WALL PIPING SYSTEMS CHEMPROK - DOUBLE WALL PIPING SYSTEMS MANUFACTURER: Asahi America.	<b>Catalog No. Chem prolok pe double wall piping system Advanced pe single wall piping sysytem</b>	EA	25%	stk-130
102	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG.PVC SCHED 40 FITTINGS ½"-8"	<b>Catalog No. see exception page</b>	EA	<b>see attached exceptions and discount page</b>	stk-130
103	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC SCHED 40 FITTINGS 10" - 24"	<b>Catalog No. see exception page</b>	EA	<b>see attached exceptions and discount page</b>	stk-130

104	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC SCHED 80 AND CPVC SCHED 80 FITTINGS ½"- 8"	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
105	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10"-24"	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
108	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. CPVC SCHED 80 PIPE	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
109	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC INDUSTRIAL BALL VALVES SERIES #2000	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
110	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC BUTTERFLY VALVES	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
111	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: SPEARS MFG. PVC SCHED 80 PVC AND CPVC NIPPLES	<u>Catalog No.</u> see exception page	EA	see attached exceptions and discount page	stk-130
112	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: ASAHI/AMERICA PVC, CPVC, PP, PVDF INDUSTRIAL BALL VALVES	<u>Catalog No.</u> REV H 1-18	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	stk-80

113	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: ASAHI/AMERICA PVC, CPVC, PP, PVDF BUTTERFLY VALVES	<u>Catalog No.</u> <b>REV I 4-23</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
114	PVC & CPVC PIPE, FITTINGS & VALVES MANUFACTURER: ASAHI/AMERICA Actuated Valves, Actuator Mounting	<u>Catalog No.</u> <b>REV H 1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
115	PVC & CPVC THERMOPLASTIC VALVES & PIPING SYSTEMS MANUFACTURER: GEORGE FISHER	<u>Catalog No.</u> <b>VALVES AND ACTUATION CATALOG AND TECHNICAL INFORMATION 2019</b>	EA	CPVC PIPE- 25% PVC PIPE 25% PVC SCH80 FITTINGS 75% CPVC SCH80 FITTINGS 75% PVC SCH40 FITTINGS 75%	<b>stk-130</b>
117	STAINLESS STEEL BALL VALVES MANUFACTURER: FLO-TITE VALVES & CONTROLS	<u>Catalog No.</u> <b>TECH BULLETIN</b>	EA	56%	<b>stk-600</b>

141	YARD HYDRANT VALVES MANUFACTURER: KUPFERLE	<u>Catalog No.</u> ECLIPSE #2 POST HYDRANT TRUFLO TF100 POST HYDRANT NO 903 CORN KING YARD HYDRANT TRUFLO #TF200 TRUFLO TF300 POST HYDRANT NEW AND IMPROVED MAINGUARD HYDRANS NO 80WS MAINGUARD HYDRANT	EA	5%	stk-130
145	Delta-T Rubber Seated Butterfly valves Manufacture: Delta-T	<u>Catalog No.</u> DTP- BFV-12.00,R5 REV:5/31/23	EA	30%	stk-80
146	High Performance Butterfly Valves Manufacture: Delta-T	<u>Catalog No.</u> REV:5/27/22 REV:5/17/23	EA	30%	stk-80
147	Water Venturi Meters Manufacture: BIF	<u>Catalog No.</u> 20181 20182	EA	20%	50-150
148	Ball Valves Manufacture: American Valve	<u>Catalog No.</u> AV CATALOG 4000 SERIES V1 0419	EA	43%	stk-50
149	Ball and Butterfly Valves Manufacture: Andronoco / Pureflex	<u>Catalog No.</u> WWW.ANDRONA CO.COM	EA	SEE EXCEPTION S PAGE POA	stk-130
150	Ball and Butterfly Valves Actuator Mounting Manufacture: Andronoco / Pureflex	<u>Catalog No.</u> WWW.ANDRONA CO.COM	EA	SEE EXCEPTION S PAGE POA	stk-130
151	Electric Actuators Manufacture: Remote Control - Rotork	<u>Catalog No.</u> RCEE-SR RANGE RCEL005 RCEL006-250 ROM&ROM PAK RANGE Q-RANGE	EA	10%	10 TO 130

152	Automated Ball Valves Manufacture: Asahi/America	<u>Catalog No.</u> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
153	Automated Butterfly Valves - PVC, CPVC, PP, PVDF Manufacture: Asahi/America	<u>Catalog No.</u> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
154	Electric and Pneumatic Actuators Manufacture: Asahi/America	<u>Catalog No.</u> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
155	Diaphragm Valves, Manual & Automated - PVC, CPVC, PP, PVDF Manufacture: Asahi/America	<u>Catalog No.</u> <b>G 6-14</b> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
157	Electric Actuators Manufacture: Max-Air Max	<u>Catalog No.</u> <b>R 07/21/22</b>	EA	40%	<b>stk-80</b>
158	Swing Check Valves - PVC, PP, PVDF Manufacture: Asahi/America	<u>Catalog No.</u> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>



159	Wafer Check Valves - PVC Manufacture: Asahi/America	<b>Catalog No.</b> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
160	Gate Valves - PVC Manufacture: Asahi/America	<b>Catalog No.</b> <b>REV H1-18</b>	EA	CODE DISCOUNT A---20% B---20% C---NET F---49% FP---20% M---NET SP---20%	<b>stk-80</b>
161	Industrial Valves, Actuators, Strainers & Accessories Manufacture: Hayward Flow Control	<u>Catalog No.</u> INDUSTRIAL PRODUCT GUIDE	EA	SEE PAGE DISCOUNT	STK-150
162	Mueller Water Products	Catalog No. see exception page	EA	<b>see attached exceptions and discount page</b>	STK-260

CONTRACT # B389

BIDDERS EXCEPTIONSItem No. Description (Including Manufacturer, Brand & Model Number)

DUE TO CURRENT MARKET CONDITIONS THE BELOW LINE ITEMS' PRICE SHEETS CAN BE FOUND AT THE WEB ADDRESSES PROVIDED. THIS ENSURES THAT PVSC ALWAYS HAS CURRENT LIST PRICING AND DISCOUNT PROTECTION.

LINE 010 &amp; 099- APOLLO/CONBRACO

-[https://aalberts-ips.us/resources/?\\_category=price-lists](https://aalberts-ips.us/resources/?_category=price-lists)

\*IN ORDER TO PROVIDE THE BEST DISCOUNTS MULTIPLE DISCOUNTS HAVE BEEN PROVIDED FOR THIS LINE (010)

- Brass and bronze ball valves - 40%
- Stainless ball valve - 34%
- Stainless checks - 43%
- Cast iron gates, globes, and checks - 40%
- Bronze gates, globes and checks - 40%

LINE 012 - NIBCO BRONZE VALVES (GATE, GLOBE, AND CHECK)

- <https://www.nibco.com/resources/download-library/?f0=assetSubType%3A%3A%3AAsset%20SubType%3A%3A%3APrice%20Sheets>

- BIDV-0124 OR MOST CURRENT LIST PRICING FOR "PRESSURE RATED BRONZE IRON AND DUCTILE IRON VALVES"

LINE 034 - VIEGA LLC - COPPER &amp; STAINLESS STEEL PRESS PIPE JOINING SYSTEMS

-<https://www.viega.us/en/resources.html>

LINE 035 - CAMBRIDGE LEE - COPPER PIPE

-<https://www.camlee.com/plumbing/>

LINE 047 - TYLER UNION - DUCTILE IRON FITTINGS CEMENT LINED &amp; P401 LINED

-<https://www.tylerunion.com/resources/list-price-guide/>

LINES 85-88 - VICTAULIC

-<https://www.victaulic.com/pricing/us-latin-america/>

LINES 102-111 - SPEARS MFG

-<http://63.156.201.111/smcweb/einm030.pgm?SelectBy=P>

NO CATALOGS ARE AVAILABLE FOR THE FOLLOWING LINE ITEMS. PRODUCT INFORMATION CAN BE FOUND AT THE BELOW WEB ADDRESSES.

LINE 035 - CAMBRIDGE LEE - COPPER PIPE

-<https://www.camlee.com/plumbing/>

LINE 053 - C&amp;B PIPE FABRICATION DUCTILE IRON PIPE CEMENT LINED

-[cbpiping.com](http://cbpiping.com)

LINE 055 - C&amp;B PIPE FABRICATION DUCTILE IRON FITTINGS P401 LINED

-[cbpiping.com](http://cbpiping.com)

LINE 057 - C&amp;B PIPE FABRICATION DUCTILE IRON FITTINGS GLASSLINED

-[cbpiping.com](http://cbpiping.com)

LINE 058 - U.S. PIPE FABRICATION DUCTILE IRON FITTINGS GLASSLINED

-<https://www.uspipe.com/>

LINE 059 - C&amp;B PIPE FABRICATION DUCTILE IRON PIPE P401 LINED AND GLASSLINED

-[cbpiping.com](http://cbpiping.com)

LINE 061 - AMERICAN CAST IRON PIPE DUCTILE IRON PUSH JOINT

-<https://american-usa.com/products/ductile-iron-pipe-and-fittings>

LINE 094 - EBAA IRON PIPE JOINT RESTRAINTS AND FLEXIBLE EXPANSION JOINTS

-<https://ebaa.com/products/overview/>

LINES 102-111 - SPEARS MFG

-<http://63.156.201.111/smcweb/einm030.pgm?SelectBy=P>

LINE 149-150 - ANDRONACO PUREFLEX -

-<https://www.andronaco.com/>

LINE 162 - MUELLER WATER PRODUCTS

-<https://ipaper.ipapercms.dk/MuellerCo/mueller-water-distribution-products-catalog/>

## OTHER EXCEPTIONS

LINE 019 - DIXON CAM &amp; GROOVE FITTINGS, BOSS FITTINGS, ETC.

- PLEASE SEE THE BELOW LETTER FROM DIXON. DUE TO THESE CIRCUMSTANCES THERE ARE NO PRICE LISTS AVAILABLE

AND THE LINE ITEM CAN ONLY BE BID POA.

LINE 035 - CAMBRIDGE LEE - COPPER PIPE

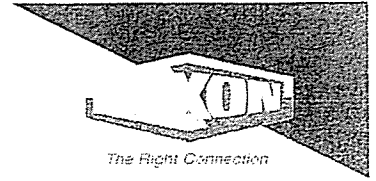
- PER THE MANUFACTURER CAMBRIDGE LEE DOESNT OFFER FITTINGS

LINE 047 - TYLER UNION - DUCTILE IRON FITTINGS CEMENT LINED &amp; P401 LINED

- DOMESTIC MATERIAL ONLY

LINE 149-150 - ANDRONACO PUREFLEX

-VENDOR NO LONGER OFFERS LIST PRICING. MATERIAL CAN ONLY BE BID POA AT THIS TIME.



December 20, 2023

**Dixon Valve &  
Coupling Company**

1 Dixon Square  
Chestertown, MD 21620  
[dixonvalve.com](http://dixonvalve.com)  
410.778.2000 | 800.355.1991  
410.778.7638 fax

To: Valued Customer

Re: PVSC Contract No. B389

We thank you for the opportunity to review your bid for business. In an effort to continue to be the easiest company you choose to do business with, we are compelled to discuss our current pricing strategies with you. Dixon removed list pricing from our published DPL in 2018 due to the diminishing relevance between list and net prices. We have since completed our removal of list prices and now, as of April 2021, Dixon is no longer creating or offering list prices. As a result of their removal, our entire pricing structure has changed to a net-only format and no longer conforms to a standard "discount" structure.

Additionally, Dixon is in the early stages of evaluating pricing for 2024. At this time, we are unable to offer 2024 net pricing nor are we able to offer any pricing to be held through 2025. To account for these changes and any market volatility, Raritan Group Inc. is offering POA pricing.

Thank you for your business. We appreciate it!

Sincerely,

Dennis Walters  
VP- General Manager Accessories Division | Pricing Manager  
Dixon Valve & Coupling Company, LLC

# DISCOUNT PAGES



# DISCOUNT PAGE

STAR PIPE PRODUCTS, HOUSTON  
 4018 WESTHOLLOW PARKWAY  
 HOUSTON TX 77082  
 UNITED STATES

								Project Name	
								PVSC B389 Annual - IMP	
Line #	Item Code	Item Description	Qty:	Item Weight (ea.)	Extended Weight	Net Price (ea.)	Extended Price		
1	NS01	PVSC B389 Annual *	1	#	#	\$ 150,000.00	\$ 150,000.00		
2	NS01	4"-12" MJ IMP CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
3	NS24	14"-24" MJ IMP CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
4	NS53	30"-48" MJ IMP CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
5	NS58A	4"-12" MJ IMP-P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
6	NS58B	14"-24" MJ IMP - P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
7	NS58C	30"-48" MJ IMP - P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
8	NS18	4"-12"-DI FLG IMP FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
9	NS54	14"-24"-DI FLG IMP FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
10	NS55	30"-48" -DI FLG IMP FTGS *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
11	NS58A	4"-12" FLG IMP-P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
12	NS58B	14"-24" FLG IMP - P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							
13	NS58C	30"-48" FLG IMP - P401 *	1	#	#	\$ 0.00	\$ 0.00		
		Line Note: 42% DISCOUNT UTILIZED ON IMP UPL 21.03							

Total Weight  
#

Total Value  
\$ 150,000.00

\* NC/NR – Non-Cancel/Non-Returnable

USA CUSTOMERS ONLY: IF ADDITIONAL TARIFFS ARE IMPLEMENTED, THE PRICE WILL BE ADJUSTED TO MATCH THE INCREASE  
 AVAILABILITY CONFIRMED UPON REQUEST  
 MJ/PO FITTINGS ARE QUOTED WITH CEMENT LINING INSIDE & ASPHALTIC OUTSIDE, FLANGE FITTINGS ARE QUOTED WITH CEMENT LINING  
 INSIDE & PRIMER COAT OUTSIDE UNLESS SPECIFICALLY NOTED



# DISCOUNT PAGE

STAR PIPE PRODUCTS, HOUSTON  
4018 WESTHOLLOW PARKWAY  
HOUSTON TX 77082  
UNITED STATES

Project Name  
PVSC B389 Annual - DOM

Line #	Item Code	Item Description	Qty:	Item Weight (ea.)	Extended Weight	Net Price (ea.)	Extended Price
1	NS01	PVSC B389 Annual *	1	#	#	\$ 150,000.00	\$ 150,000.00
2	NS101	4"-12" MJ DOM CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
3	NS124	14"-24" MJ DOM CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
4	NS153	30"-48" MJ DOM CL C153 FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
5	NS158A	4"-12" MJ DOM-P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
6	NS158A	14"-24" MJ DOM - P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
7	NS158C	30"-48" MJ DOM - P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
8	NS18	4"-12"-DI FLG DOM FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
9	NS54	14"-24"-DI FLG DOM FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
10	NS55	30"-48" -DI FLG DOM FTGS *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
11	NS58A	4"-12" FLG DOM-P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
12	NS58B	14"-24" FLG DOM - P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					
13	NS58C	30"-48" FLG DOM - P401 *	1	#	#	\$ 0.00	\$ 0.00
		Line Note: 10% DISCOUNT UTILIZED ON DOM UPL 22.02					

Total Weight  
#

Total Value  
\$ 150,000.00

\* NC/NR – Non-Cancel/Non-Returnable

**USA CUSTOMERS ONLY:** IF ADDITIONAL TARIFFS ARE IMPLEMENTED, THE PRICE WILL BE ADJUSTED TO MATCH THE INCREASE AVAILABILITY CONFIRMED UPON REQUEST  
MJ/PO FITTINGS ARE QUOTED WITH CEMENT LINING INSIDE & ASPHALTIC OUTSIDE, FLANGE FITTINGS ARE QUOTED WITH CEMENT LINING INSIDE & PRIMER COAT OUTSIDE UNLESS SPECIFICALLY NOTED

# AMERICAN CAST IRON PIPE

1111 Wilson Street, Dept. 823, Erie, Pa. 16590

150																				\$ 276.03	\$ 364.93
200																				\$ 160.54	\$ 276.03
250																				\$ 176.68	\$ 302.76
300																				\$ 192.13	\$ 322.66
350																				\$ 205.61	\$ 340.39
40																				\$ 182.82	\$ 273.67
50																				\$ 196.27	\$ 309.60
51																				\$ 209.74	\$ 336.33
52																				\$ 252.14	\$ 402.29
53																				\$ 267.36	\$ 431.21
54																				\$ 282.57	\$ 460.64
55																				\$ 297.21	\$ 490.46
56																				\$ 311.92	\$ 520.28

Style 107 Quick-Vic Rigid Coupling		68%
Style 177 Installation Ready Flexible Coupling		68%
Style 07 Zero-Flex® Rigid Coupling		64%
Style 77 Flexible Coupling		64%
Style 75 Light Weight Flexible Coupling		64%
All IPS Flg - Not to Include-AGS // SS // V Series Fittings		68%
V Series Fittings		47%
Bend Elbows		33%
Style 920/920N Mechanical-T® Outlets		71%
Style 922 FireLock® Outlet Tee		33%
Style 923 Vic-Let™ Outlet		47%
Style 924 Vic-O-Well™ Outlet		47%
Style 750 Reducing Coupling		69%
Style 741 Vic-Flange® ANSI CL 150 Flange Adapter		68%
Style 741 Flange Washer		68%
Style 743 Vic-Flange® ANSI CL 300 Flange Adapter		68%
Style 743 Flange Washer		68%
Style 72 Female Outlet Coupling		33%
Style 74 Light Weight Flexible Coupling for OD Pipe		33%
Style 78 Snap-Joint® Coupling		33%
Style 770 Large Diameter Coupling		64%
Style 791 Vic-Boltless® Coupling		33%
Style HP-70 Rigid Coupling		33%
Style HP-70ES EndSeal® Rigid Coupling		33%
Vic Lube		68%
Standard / Plated Bolts & Nuts		68%
Metal Liners		68%
Vic-300 MasterSeal® Butterfly Valve		65%
Series 700 Butterfly Valve		52%
Series 706 Butterfly Valve		52%
Series 712 Swinger® Swing Check Valve		52%
Series 713 High Pressure Swinger® Swing Check Valve		52%
Series 716 Vic-Check® Check Valve		49%
Series 779 Venturi Vic-Check® Check Valve		49%
Series 377 Balancing Plug Viv		41%
Series 721 Vic-Ball® Ball Valve		52%





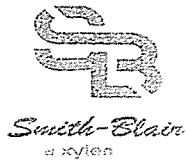


No. 006 FireLock® Cap		85%
Style 744 FireLock® Flange Adapter		76%
No.10-DR Drain Elbow		60%
No.67 End of Run Elbow		76%
Series 705 FireLock® Butterfly Valve- Supervised Open		61%
Series 765 FireLock® High Pressure Butterfly Valve- Supervised Open		61%
Series 766 UL/FM Butterfly Valve- Supervised Closed		61%
Series 707 Butterfly Valve- Supervised Closed		61%
Series 717 FireLock® Check Valve		53%
Series 717R FireLock® Riser Check Valve		53%
Testmasters S/720		44%
Series 728 FireLock® Ball Valve- Grooved		44%
Style 735 Fire Test Pump Meter		POA
Series 747M Commercial Zone Control Riser Module		44%
Series 247 Residential Zone Control Riser Module		44%
Series 771H Groove x Groove OS&Y Valve		53%
Series 772H Groove x Groove NRS Gate Valve		53%
Series 773 Wall Post Indicator		53%
Series 774 Upright Post Indicator		53%
Series UMC/UM Valves		POA
Universal Test and Drain (UTD) (ARV)		POA
FTV PRV Test Valve		POA
Series 751 FireLock Alarm Check Valve		52%
Series 768 FireLock NXT Dry System Check Valve		63%
Series 769 FireLock NXT Deluge System Check Valve		63%
Series 7C7 Riser Mounting Package		POA
Trim Accessories		49%
Series 745 Fire-Pac for Preaction Systems		POA
Sprinkler Accessories		POA
Std Spray Sprinklers		POA
Std Spray Sprinklers		POA
Extended Coverage Sprinklers		POA
Ext Coverage Sprinklers		POA
Residential Sprinklers		POA
Residential Sprinklers		POA
Special Application Sprinklers (Attic GL)		POA
Special Application Sprinklers		POA
Storage Sprinklers		POA
Storage Sprinklers		POA
Dry Sprinklers		POA
Nozzle		POA
Escutcheons		POA
Concealed Cover Plates		POA

AH1-CC Hose/Coupling		POA
AH1 Hose Only		POA
AH2-CC Hose/Coupling		POA
AH2 Hose Only		POA
AH5 Hose Only		POA
AB1 Bracket Only		POA
AB2 Bracket Only		POA
AB3 Bracket Only		POA
AB4 Bracket Only		POA
AB5 Bracket Only		POA
AB6/UB6		POA
AB7 Bracket Only		POA
AB9 Bracket Only		POA
AB10 Bracket Only		POA
AB11 Bracket Only		POA
AB12 Bracket Only		POA
Vic Flex Spare Parts & Accessories		POA
Vic Flex Dry Sprinklers		POA
Vic Flex Dry Sprinklers Covers and Brackets		POA
Style 108 IGS One Bolt Coupling		POA
Style 115 Reducing Coupling		POA
Style 922 IGS Outlet Tee		POA
Style 92N IGS Mechanical Tee		POA
IGS Ftgs Style 101, 102,146		POA
IGS Spr Reducer 148		POA
IGS Grvd Apt Nipple Style 140,141,142,143,145, 147		POA
IGS End of Run ftg Style 65		POA
1000/1500		POA
500		POA
Series 866 Level Control		53%
Series 867 Pressure Control		53%
Series 869 Deluge/Preaction		53%
Style 870 Steam Coupling		POA
Steam Fittings (Style 810,820,825,841,845,846,850,851)		POA
VBSP Coupling		POA
VBSP Tools		POA
CPVC Couplings		60%
CPVC Fittings		53%



Bid Line #	SPEARS MFG - Bid Line Description	Product Group Name	Product Group #	Discount
102	Sched 40 Fittings 1/2" - 8"	SCH40 PVCWHT MLD FTGS THRU 8"	040	76%
103	PVC SCHED 40 FITTINGS 10" - 24"	SCH40 PVCWHT MLD FTGS 10"& 12"	041	50%
103	PVC SCHED 40 FITTINGS 10" - 24"	SCH40 LARGE DIA MLD FTGS 14&LG	044	50%
103	PVC SCHED 40 FITTINGS 10" - 24"	SCH40 PVCWHT FAB FTGS (Fabricated)	047	44%
104	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 1/2" 8"	SCH80 PVCGRAY MLD FTGS THRU 8"	080	83%
104	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 1/2" 8"	SCH80 CPVCGRAY MLD FTGS THRU8"	090	83%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	SCH80 CPVCGRAY MLD FTG 10"&12"	091	60%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	SCH80 CPVCGRAY MLD FTG 14"&LGR	095	50%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	FAB CPVC SCH80 FTGS (Fabricated)	097	55%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	SCH80 PVCGRAY MLD FTGS 10"&12"	081	60%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	SCH80 PVCGRAY MLD FTGS 14"&LGR	082	50%
105	PVC SCHED 80 AND CPVC SCHED 80 FITTINGS 10" 24"	SCH80 PVCGRAY FAB FTGS (Fabricated)	083	55%
106	PVC SCHED 40 PIPE	NOT OFFERED		NO BID
107	PVC SCHED 80 PIPE	PVC PIPE DIST - SALES	744	38%
108	CPVC SCHED 80 PIPE	CPVC PIPE DIST -SALES	745	64%
109	PVC INDUSTRIAL BALL VALVES SERIES #2000	VALVE,IND TUBALL 2000 PVC1/2-2	600	56%
110	PVC BUTTERFLY VALVES	VALVE,BUTTERFLY,PVC THRU 12"	250	38%
111	PVC SHED 80 PVC AND CPVC NIPPLES	NIPPLES SCH80,PE,&POLY CUTOFF	120	50%
111	PVC SHED 80 PVC AND CPVC NIPPLES	NIPPLES SCH80 CPVC GRAY	121	50%



Smith-Blair  
30 Globe Avenue  
Texarkana, AR 71854

We are pleased to offer the following, subject to terms and conditions printed below and at the end of this document.

THE FOLLOWING DISCOUNTS WILL APPLY TO PRODUCTS IN THE CURRENT SMITH-BLAIR WATER PRICE BOOK IN EFFECT AT TIME OF ORDER.

A 31% DISCOUNT WILL APPLY ON ALL ITEMS WITH THE FOLLOWING EXCEPTIONS.

A 17% DISCOUNT WILL APPLY TO 460 SERIES COUPLINGS 10" AND ABOVE.

A 26% DISCOUNT WILL APPLY ON THE 622, 662 AND 663 SERIES TAPPING SLEEVES.

A 17% DISCOUNT WILL APPLLY ON THE 664 AND 665 SERIES TAPPING SLEEVES.

A 25% DISCOUNT WILL APPLY TO THE 970 SERIES DISMANTLING JOINT PRODUCT LINE.

A 21% DISCOUNT WILL APPLY ON THE 420 SERIES COUPLINGS AND 921 SERIES FCA.

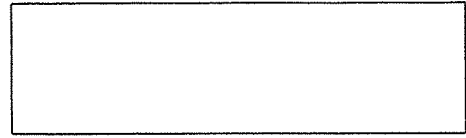
A 13% DISCOUNT WILL APPLY ON THE 525 SERIES COUPLINGS.

A 10% DISCOUNT WILL APPLY TO RESTRAINT PRODUCTS 10" AND BELOW.

A 15% DISCOUNT WILL APPLY TO RESTRAINT PRODUCTS 12" AND ABOVE.

\*\*\*\*\* PLEASE REFERENCE THIS QUOTE ON ALL ORDERS \*\*\*\*\*

# MUELLER



Job Name: PASSAIC VALLEY      City: PASSAIC VALLEY  
SEWAGE AUTHORITY BID\*\*\*\* SEE      State: NJ  
NOTES

Following is the pricing you requested for the above referenced project:

QTY	LINE	PART #	DESCRIPTION	CUST PART #	UNIT NET	LINE TOTAL
1	1	HYDRANTS @ 12%			USD 0.00	USD 0.00
1	2	HYDRANT PARTS @2%			USD 0.00	USD 0.00
1	3	R/W GATE VALVES @ 15%			USD 0.00	USD 0.00
1	4	BRASS@ 15%			USD 0.00	USD 0.00
1	5	SS TAPPING SLEEVES@ 25%			USD 0.00	USD 0.00
1	6	DI TAPPING SLEEVES@5%			USD 0.00	USD 0.00
1	7	CHECK VALVES @ 20%			USD 0.00	USD 0.00
1	8	POST HYDRANT @ 5%			USD 0.00	USD 0.00
1	9	FLUSH HDRANT @ 2%			USD 0.00	USD 0.00
					TOTAL:	USD 0.00

Total Amount: 0.00

REQUESTS FOR ANY PRODUCT COMPLIANCE CERTIFICATION MUST BE MADE IN WRITING AT TIME OF ORDER! FOR THAT PARTICULAR PRODUCT.



**Hayward Flow Control Industrial Valves,  
Actuators, Strainers & Accessories**

North Jersey Wastewater Cooperative Pricing System B389		
Raritan Group		
	Discount	Multiplier
TBH Series True Union Ball Valves	66.29%	0.3371
Actuator Ready TBH Series True Union Ball Valves	66.29%	0.3371
TB Series True Union Ball Valves	66.29%	0.3371
Actuator Ready TB Series True Union Ball Valves	11.05%	0.8895
EA Series Automated True Union Ball Valves	11.05%	0.8895
EAU Series Automated TBH True Union Ball Valves *	11.05%	0.8895
ECP Series Automated True Union Ball Valves	11.05%	0.8895
HRS/PM Series Automated True Union Ball Valves	11.05%	0.8895
PCD/PCS Series Automated True Union Ball Valves	11.05%	0.8895
PMD Series Automated True Union Ball Valves	11.05%	0.8895
PMS Series Automated True Union Ball Valves	11.05%	0.8895
TBH Series with "Z-Ball" True Union Ball Valves	66.29%	0.3371
TBZ Series "Z-Ball" True Union Ball Valves	66.29%	0.3371
Actuator Ready TBH Series with "Z-Ball" TU Ball Valves	66.29%	0.3371
CVH Series Profile2™ Proportional Control TU Ball Valves	11.05%	0.8895
CV Series Profile2™ Proportional Control TU Ball Valves	11.05%	0.8895
Actuator Ready CVH Series Profile2™ Control Ball Valves	11.05%	0.8895
Drill Ball	66.29%	0.3371
Wrenches, Nuts, Stem Extensions and Tags	11.05%	0.8895
TBB Series True Union Ball Valves	69.75%	0.3025
QTA Series True Union Compact Ball Valves	69.75%	0.3025
QV Series QIC2™ Compact Ball Valves	66.29%	0.3371
QVC Series Compact Ball Valves	69.75%	0.3025
TW Series Three-Way True Union Ball Valves	31.58%	0.6842
Actuator Ready TW Series Three-Way Ball Valves	11.05%	0.8895
LA Series Lateral Three-Way True Union Ball Valves	31.58%	0.6842
Actuator Ready LA Series Lateral Three Way Ball Valves	11.05%	0.8895
	Discount	Multiplier
TC Series True Union Ball Check Valves	66.29%	0.3371
True Union Ball Check Foot Valve Screens	31.58%	0.6842
YC Series Y-Check Valves	31.58%	0.6842
YC Series True Union Y-Check Valves	31.58%	0.6842
SLC Series Spring Loaded Y-Check Valves	11.05%	0.8895
SLC Series Spring-Loaded True Union Y-Check Valves	11.05%	0.8895
SW Series Swing Check Valves	11.05%	0.8895
WCV Series Full Pattern Wafer Check Valves	11.05%	0.8895
WC Series Wafer Check Valves	11.05%	0.8895

**Hayward Flow Control Industrial Valves,  
Actuators, Strainers & Accessories**

North Jersey Wastewater Cooperative Pricing System B389		
Raritan Group		
	Discount	Multiplier
BYV Series Butterfly Valves	41.66%	0.5834
Actuator Ready BYV Series Butterfly Valves	41.66%	0.5834
ECP Series Automated Butterfly Valves	13.57%	0.8643
HR Series Automated Butterfly Valves	13.57%	0.8643
PMD/PMS Series Automated Butterfly Valves	13.57%	0.8643
PCD/PCS Series Automated Butterfly Valves	13.57%	0.8643
BYB Series Butterfly Valves	POA	POA
Actuator Ready BYB Series Butterfly Valves	POA	POA
BYCS/BYCN Series Butterfly Valves	31.58%	0.6842
Lock Out Caps - BYV	41.66%	0.5834
Butterfly Valve Options - BYV	41.66%	0.5834
Stem Extension Options	11.05%	0.8895
	Discount	Multiplier
LHB Series Manual Limit Switch for TB & BYV Series	11.05%	0.8895
SV Series True Union Solenoid Valves	11.05%	0.8895
Electric Actuators & Accessories	11.05%	0.8895
Pneumatic Actuators & Accessories	11.05%	0.8895
Mtg kits & Couplings	NET	1
	Discount	Multiplier
DAB Series Diaphragm Valves	11.05%	0.8895
RV Series Pressure Relief Valves	11.05%	0.8895
PR Series Pressure Regulator Valves	11.05%	0.8895
AV Series Angle Globe Valves	31.58%	0.6842
PBV Series Diaphragm Back Pressure Valves	27.98%	0.7202
RPV Series Diaphragm Pressure Relief Valves	27.98%	0.7202
CS Series Corporation Stops	27.98%	0.7202
IV Series Injection Valves	27.98%	0.7202
IQ Series Injection Quills	27.98%	0.7202
CCS Series Calibration Cylinders	27.98%	0.7202
NVA Series Needle Valves	31.58%	0.6842
Universal Stopcock™	31.58%	0.6842
	Discount	Multiplier
SB Series Simplex Basket Strainers	11.05%	0.8895
Drain Kit for SB & DB Series	11.05%	0.8895
DB Series Duplex Basket Strainers	11.05%	0.8895
Optional 316 Stainless Steel Baskets	11.05%	0.8895
SB and DB Series Extra/Replacement Baskets	11.05%	0.8895
YS Series Y-Strainers	31.58%	0.6842
YS Series True Union Y-Strainers	31.58%	0.6842
YS Extra/Replacements Screens	31.58%	0.6842

**Hayward Flow Control Industrial Valves,  
Actuators, Strainers & Accessories**

North Jersey Wastewater Cooperative Pricing System B389		
Raritan Group		
	Discount	Multiplier
FLV Series Bag Filters	11.05%	0.8895
PVC & CPVCFLV Series Bag Filters	11.05%	0.8895
Filter Bags	11.05%	0.8895
CFLV Series Cartridge Filters	11.05%	0.8895
CFLV Series Cartridge Filter Adapter Kits	11.05%	0.8895
FLV Series Stainless Steel Baskets	11.05%	0.8895
Single Cartridge Filters For 2-1/2" Cartridges	11.05%	0.8895
Filter Cartridges	11.05%	0.8895
FLV and CFLV Series Options	11.05%	0.8895
LS Series Aquatic Sand Filter	11.05%	0.8895
	Discount	Multiplier
Level Sensors	6.37%	0.9363
Controllers and Displays	6.37%	0.9363
Flow Meters	6.37%	0.9363
Electrodes	27.98%	0.7202
GG Series Gauges and Gauge Guards	31.58%	0.6842
Thermoplastic Pressure Gauges	6.37%	0.9363
	Discount	Multiplier
Z Series Solenoid Diaphragm Metering Pumps	27.98%	0.7202
Z Series Multifunction Valve	27.98%	0.7202
A-Series LifeStar® and A-Series LifeStar®VS Aquatic Pump	30.86%	0.6914
A-Series LifeStar®MV Aquatic Pump	30.86%	0.6914
R Series Magnetic Drive Pumps	30.86%	0.6914
C Series Horizontal End Suction Pumps	30.86%	0.6914
T Series Vertical Immersible Pumps	30.86%	0.6914
D & S Series Vertical Immersible Pumps	30.86%	0.6914
	Discount	Multiplier
BFAS Series Bulkhead Fittings	31.58%	0.6842
BFA Series Bulkhead Fittings	31.58%	0.6842
AR Series Air Release Valves	31.58%	0.6842
CCP Series Tank-Tite™	31.58%	0.6842
VB Series Vacuum Breaker	31.58%	0.6842
SF Series Self-Aligning Bulkhead Fittings	11.05%	0.8895
Ready Flanges	11.05%	0.8895
	Discount	Multiplier
Ball & Check Valves	27.98%	0.7202
Butterfly Valves	41.66%	0.5834
Solenoid Valves	11.05%	0.8895
Pressure & Flow Control Valves	27.98%	0.7202
Strainers & Filters	27.98%	0.7202
Strainer Baskets	11.05%	0.8895
Pumps	30.86%	0.6914
Ready Flanges	11.05%	0.8895
Bulkhead Fittings	27.98%	0.7202

**CONTRACT NO. B389-2      GENERAL CONDITIONS**

**GC-1**

- a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.
- b. 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.
- c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or the authorized representative.
- d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.
- e. 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 or the PVSC representative 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 P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. 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.
- f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract. Pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.
- g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..

- h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- j. 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 P.V.S.C.; and the failure of P.V.S.C. 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 P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.
- k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- m. The Contractor agrees that it is as fully responsible to P.V.S.C. 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.
- n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
- p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

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- q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and/or the Contractor, and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.
- r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.
- s. P.V.S.C. shall pay and the Contractor shall receive as full compensation for everything furnished and done under this contract, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses and losses incurred by or in consequence of the suspension or discontinuance of the work, all in accordance with the terms and conditions of this contract.
- t. The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not in the contract as defined in the contract herein the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

- (a) By such applicable unit prices, if any, as are set forth in the contract; or
- (b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:
  1. Labor, including foreman, but not supervisors;
  2. Materials entering permanently into the work;
  3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;
  4. Power and consumable supplies for the operation of power equipment during the above time;
  5. Insurance;
  6. Social Security and old age and unemployment contributions;
  7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids. Failure to comply with the N. J. Worker and Community Right to Know Act shall be reason for the Commission to hold the vendor in default of the contract and apply the default conditions as described herein.

v. Affirmative Action - 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, affection-al 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, up-grading, 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, col-or, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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**GC-5**

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



**CONTRACT B389-2**  
**SUPPLEMENTAL CONDITIONS**

**SC-1**

**A. N.J.R.S. 10:2-1**

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**B. N.J.R.S. 14A:13-3**

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do 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 if 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, arbitratve 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.

**C. N.J.R.S. 34:11-56.27**

In accordance with the New Jersey Prevailing Wage Act for workman engaged in any public work, prevailing wage rates can be paid (as shall be designated by the Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NOTE: Prevailing wage rates will not apply or be applicable to any contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

**D. N.J. S.A. 52:24-24.2**

No corporation or partnership 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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**E. N.J.S.A. 52:33-1 AND 3**

**52:33-2.** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

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Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic material in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

The Contractor will be required to comply fully with the requirements set forth in NJAC 7:31-3.17 as stated below. Since the work is adjacent to but does not involve direct handling of chlorine equipment, the Contractor's major efforts should be directed in the area of emergency response.

7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to insure that work done by persons not directly employed by PVSC meets the applicable requirements of the risk management program. The procedures apply to specific activities involving the handling of chlorine by a contractor and/or its employees. Temporary employees, either directly hired by the PVSC or furnished by a non-employer agency, are subject to the same requirements of this chapter that are applicable to permanent PVSC employees.

(b) The procedure shall not apply to contractors providing incidental services which do not influence safety, such as janitorial work, food and drink services or other supply services;

(c) The procedures shall apply to the following activities performed by the contractor and/or its employees:

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;
2. Assistance as chlorine operators in facilities handling chlorine; and
3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

(d) The procedure shall require the contractor to inform, train and evaluate its employees, as applicable to individual assignments, concerning;

1. The requirements of the site's preventive maintenance program;
2. The applicable provisions of the facility standard operating procedure on chlorine; and
3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;
2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;
3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;

4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.
5. The PVSC will periodically evaluate the performance of the contractors in fulfilling their obligations as required below:
  - i. The PVSC will request that the contractor assure that it and/or each its employees is trained in work practices necessary to safely perform his/her job;
  - ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;
  - iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;
  - iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;
  - v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

**G:      N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20**

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

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.