



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #24-EXE-11

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 25, 2024

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

COMMISSIONER: Ruby N. Cotton offers the following Resolution for adoption:

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

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

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

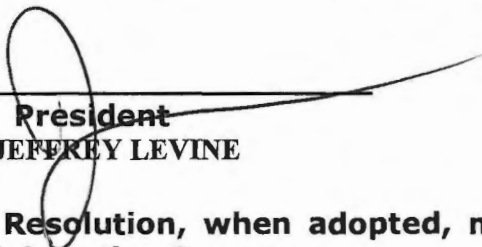
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting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

Second by COMMISSIONER: Joseph Kolodziej Time: 12:19 pm

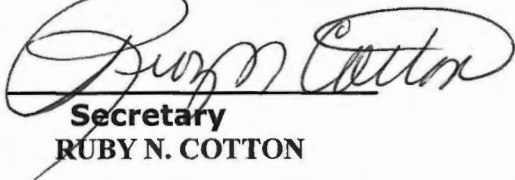
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	x	—	—	—
COTTON, R.	x	—	—	—
SANCHEZ, R.	x	—	—	—
KOLODZIEJ, J.	x	—	—	—
FRIEND, G.	x	—	—	—
DEPADUA, C.	x	—	—	—
LEVINE, J.	x	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
 JEFFREY LEVINE



Secretary
 RUBY N. COTTON

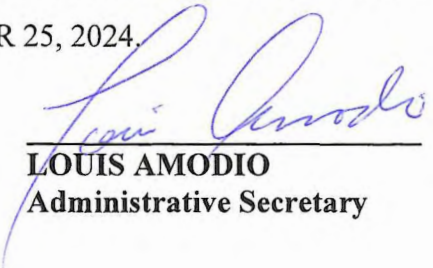
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of NOVEMBER 25, 2024.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 24-142

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 24-PA-07 ENTITLED
"PROFESSIONAL SERVICES FOR ARBITRAGE CALCULATION
INCLUDING POST-ISSUANCE TAX LAW COMPLIANCE"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or Extraordinary Unspecifiable Services) for Project 24-PA-07 entitled "Professional Services for Arbitrage Calculation Including Post-Issuance Tax Law Compliance" (hereinafter the "Project"); and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has evaluated each response based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on said evaluation, the firm of PFM Asset Management, LLC,(the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the aforementioned Project based upon their response received on October 22, 2024 [hereinafter the "Response"]", with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$28,000.00 over a period of one (1) year for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

WHEREAS, the Responses, copies of which are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.


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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

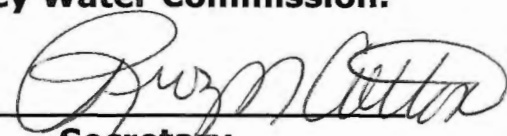
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

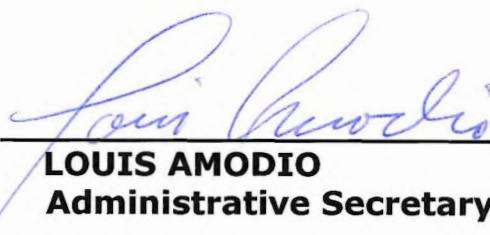


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 2024 between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and PFM Asset Management, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 213 Market Street, Harrisburg, PA 17101

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **24-PA-07** entitled "**PROFESSIONAL SERVICES FOR ARBITRAGE CALCULATION, INCLUDING POST-ISSUANCE TAX LAW COMPLIANCE**"; and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 22, 2024, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a one-year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.
2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical

disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix F **not to exceed \$28,000.**

PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

b) 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.

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

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the QUALIFICATIONS.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which

are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

PFM ASSET MANAGEMENT, LLC

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 24-PA-07
"Professional Services for Arbitrage Calculation
Including Post-Issuance Tax Law Compliance"

Amount of Project or Contract:

\$28,000.00 – Project No. 23-PA-07

1. Account Number: 001-0501-415-72-24
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024/2025

Other comments: One Year Commencing in November 2024

Date of Certification: November 25, 2024

Amount Certified: \$28,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-143

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT 24-C-04 ENTITLED
"ARMORED CAR SERVICES"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has embarked on a project to procure Armored Car Services in order to safely transport funds; and

WHEREAS, the procurement process for these services was conducted in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.); and

WHEREAS, following previous authorization by PVWC, and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on October 17, 2024, PVWC received one (1) proposals for Contract No. 24-C-04 "Armored Car Services" (the "Contract"); and

WHEREAS, the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of the Steven Olimpio Detective Agency Corporation "Olimpio" of Kinnelon, New Jersey (the "Awardee"); and

WHEREAS, PVWC is desirous of awarding a two (2) year contract to Olimpio for these services in a cost of Not-To-Exceed \$40,000.00 (\$20,000.00 per year); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as **Exhibit B**.

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid proposals and qualifications of bidders therefor; and

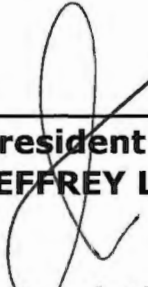
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.5, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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SANCHEZ, R.	<u> x </u>	_____	_____	_____
KO LODZIEJ, J.	<u> x </u>	_____	_____	_____
DE PADUA, C.	<u> x </u>	_____	_____	_____
FRIEND, G.	<u> x </u>	_____	_____	_____
LEVINE, J.	<u> x </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

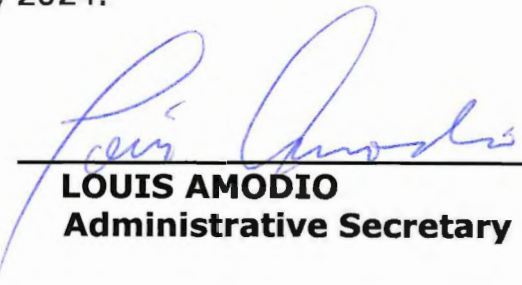


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

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LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Steven Olimpio Detective Agency, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 160 Miller Road, in Kinneton, and State of New Jersey; and

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **24-C-04** entitled "**ARMORED CAR SERVICES**" and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, Professional represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 3, 2024, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a **two-year period** of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical

accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E **not to exceed \$40,000.00.**

PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

b) 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.

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

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the QUALIFICATIONS.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which

are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

STEVEN OLIMPIO DETECTIVE AGENCY

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 24-C-04
"Professional Services for Armored Car Services"

Amount of Project or Contract:

\$40,000.00 – Project No. 24-C-04

1. Account #001-0501-415-72-24 PURCHASES- Services/Financial
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024/2025/2026

Other comments: Two Years Commencing in November 2024

Date of Certification: November 25, 2024

Amount Certified: \$40,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-144

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR
PROJECT NO. 23-PA-04 ENTITLED
"CONSULTING AND ANALYTICAL SERVICES IN THE AREA OF REMOTE
PAYMENT PROCESSING"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, PVWC awarded Contract No. 23-PA-04 entitled "Consulting and Analytical Services in the Area of Remote Payment Processing" (the "Project") under Resolution 23-190 to CGI Technologies and Solutions of New York, New York at PVWC's Commission Meeting on December 20, 2023, commencing December 20, 2023 and expiring on December 19, 2024; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$216,000.00; and

WHEREAS, CGI Technologies and Solutions has been assisting the PVWC in drafting specifications and evaluating bid submissions to ensure that PVWC would be able to find a Payment Service Provider to meet the specific needs of PVWC; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue support for that project and increase the Contract Price with an additional increase of \$13,648.00 which brings the total adjusted Contract Price up to \$229,648.00; and

WHEREAS, the Director of IT has determined costs associated with ongoing services to be reasonable and has recommended additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.


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

1. That PVWC hereby authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> x </u>	_____	_____	_____
COTTON, R.	<u> x </u>	_____	_____	_____
DEPADUA, C.	<u> x </u>	_____	_____	_____
KOLODZIEJ, J.	<u> x </u>	_____	_____	_____
LEVINE, J.	<u> x </u>	_____	_____	_____
VAN RENSA LIER, R.	<u> x </u>	_____	_____	_____
FRIEND, G.	_____	<u> x </u>	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

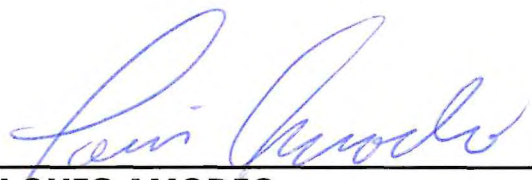


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: November 4, 2024
Re: Overview of Project number 23-PA-04

Project No. 23-PA-04 was approved by the Board, as evidenced by resolution 23 – 190, on December 20, 2023. The project, entitled “PVWC CONSULTING AND ANALYTICAL SERVICES IN THE AREA OF REMOTE PAYMENT PROCESSING” was approved with the following parameters:

- Effective 12/20/23
- Expiration Date 12/19/24
- A not to exceed amount of \$216,000.00
- Vendor’s service fee schedule based on a Time and Material (T&M) basis; not a flat fee.

CGI’s response to the above project was selected as the winning proposal, based upon their domain experience, strong governance and quality framework. The project’s objective was to help PVWC select a new Remote Payment Processing vendor; including RFP formulation, proposal evaluations, and final selections.

To achieve project objectives, CGI:

- **Performed a needs assessment by:**
 - o Interviewing key PVWC Stakeholders.
 - o Studying current vendor contracts/agreements.
 - o Aggregating data for prior 12 months of bills and payment details.
 - o Preparing competitive marketplace reviews.
 - o Conducting initial assessment of vendors for RFP and short – list.
- **Prepare RFP to:**
 - o Develop specification (background information, data, statistics, all legal requirements, technical specifications diagrams and schematics).
 - o Share RFP with prospective vendors and provide clarification to inquiries upon request.
 - o Finalize competitive contract evaluation scoring process.
- **Bid Analysis and recommendation:**
 - o Analyze, evaluate and score RFP responses.
 - o Arrange demos and in presentations that allowed for extensive Q&A.
 - o Review with stakeholders.
 - o Provide recommendation.

Each of the above objectives required substantial sets of deliverable documentation. CGI’s proposal schedule estimated 20 weeks to complete the needs assessment, RFP preparation, analysis and recommendation. However, the complexity of this project was such that it incurred a 6% budget overrun.

Below is a table listing vendor invoice performance for the project. The vendor overestimated the amount of money left in the contract; with the August invoice exceeding remaining P.O. funds.

Invoice	Month	Total P.O. Amount -	\$216,000.00
		Amount	Remaining P.O. Amt.
1	February	\$37,520.00	\$178,480.00
2	March	\$43,728.00	\$134,752.00
3	April	\$29,664.00	\$105,088.00
4	May	\$18,600.00	\$86,488.00
5	June	\$20,232.00	\$66,256.00
6	July	\$37,008.00	\$29,248.00
7	August	\$42,896.00	-\$13,648.00

The original expected completion date for this project was 6/1/2024, both the timeline and budget were stretched through the end of August to cover the final demonstration and recommendation. For purposes of clarity, another table is provided below, detailing the cost overtures that culminated in change order no. 1.

Task	Task Description	Addl. SA Hrs.	Addl. BA Hrs.	Cost impact
1	CGI & PVWC spent additional time on RFP requirements.	12	0	\$3,264.00
2	Additional time required for final recommendation and Matrix.	10	0	\$2,720.00
3	Effort to analyze/score 5 proposals for vendor demo selection.	16	0	\$4,352.00
4	Time to set up/coordinate in-person demo.	0.25	3	\$470.00
5	Travel time to attend, review and score in-person demos	7	7	\$2,842.00
TOTALS =		45.25	10	\$13,648.00

SA = Solutions Architect
BA = Business Analyst

CGI's services, from an efficiency vantage point, were very well received by the Finance and Purchasing departments. In fact, stakeholders have expressed a desire to study some of CGI's practices and techniques; in the hopes of achieving better results in managing their own workflows.

Additional details of CGI's performance in executing this contract, and change order notwithstanding, are available from vendors documentation submittals.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: CHANGE ORDER No. 1 -Project 23-PA-04
"Consulting and Analytical Services in the Area of
Remote Payment Processing"
CGI Technologies & Solutions, Inc.

Amount of Project or Contract: \$216,000.00 + \$13,648.00 = NTE \$229,648.00
CGI Technologies & Solutions, Inc.

1. Acct: # 001-0901-419-95-07
COMPUTER CONSULTING
2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2024/2025

Other comments: CHANGE ORDER NO. 1 – INCREASE OF \$13,648.00

Date of Certification: November 25, 2024

Amount Certified: \$229,648.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-145

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION AUTHORIZING THE PROCUREMENT OF THE UNINTERRUPTIBLE POWER SUPPLY (UPS) FOR THE EAST FILTER BUILDING AT THE LFWTP USING CONTRACT NO. CK04, SUBCONTRACT NO. 24-38 UNDER THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission's Information Technology Department (IT) requires the replacement and installation of the Uninterruptible Power Supply at the East Filter Building located at the Little Falls Water Treatment Plant, which has been determined to be at the end of its useful life; and

WHEREAS, State Contract Numbers CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance (the "Co-op"), as described on Quotation Number 25461360, which is attached hereto as **Exhibit A**, is for the procurement of said equipment; and

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

WHEREAS, PVWC has elected to procure the above-referenced UPS equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$99,164.07, a copy of a memorandum dated November 4, 2024, from the Director of IT, which is attached hereto as **Exhibit B**; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director, the Director of Purchasing, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Director of IT;

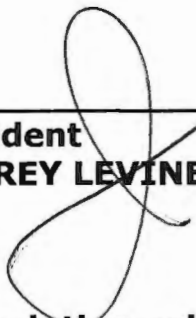
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the State Contract for procurement of the above-referenced Uninterruptible Power Supply (UPS) is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

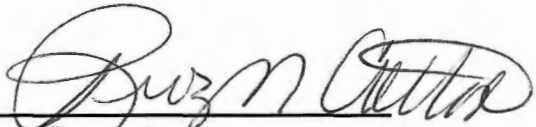
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

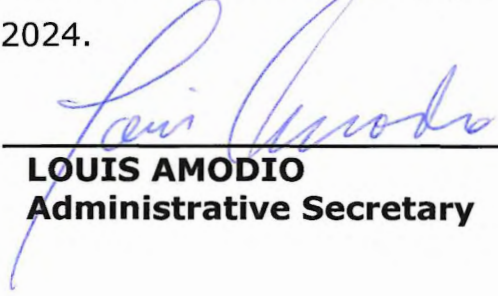


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Pricing Proposal
 Quotation #: 25461360
 Created On: 10/24/2024
 Valid Until: 11/29/2024

NJ-City of Passaic Valley Water Commission

Account Executive

Eric Coan
 1525 Main Avenue
 Clifton, NJ 07011
 United States
 Phone: 973-340-4376
 Fax:
 Email: ecoan@pwwc.com

John Turba
 300 Davidson Ave,
 Somerset NJ 08873
 Phone: 201-953-0265
 Fax:
 Email: John_Turba@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Letter of engagement for delivery of services at Passiac Valley Water Commission for SHI (the "Premises") (the "Services") Jones Lang LaSalle Americas, Inc. - Part#: NPN-JLL Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: Details below	1	\$99,164.07	\$99,164.07
		Total	\$99,164.07

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



John Turba

SHI

Date: 10/24/24

Re: Letter of engagement for delivery of services at Passiac Valley Water Commission for SHI (the "Premises") (the "Services")

Proposal no: 24-P10-70R1

Thank you for this opportunity for Jones Lang Lasalle Americas, Inc. (the "**Company**") to present our proposal to SHI (the "**Client**") to provide Services at the Premises (the "**Project**").

A description of the Services to be provided is set forth in Exhibit 1.

Further details associated with the Project, including the Contract Sum and payment terms, are set forth in Exhibit 3 (the "**Project Particulars**").

The purpose of this proposal is to provide pricing for a new UPS for Passaic Valley Water Commission Totowa's campus.

The standard terms and conditions applicable with respect to the Services and Project are attached as Exhibit 4 (**Terms & Conditions**). This Letter of Engagement, along with all of the Exhibits, constitutes the contract for the Services (the "**Contract**").

Thank you again for the opportunity to provide our proposal. Please review our proposal and sign below and return it to us to commence the Services. If you have any questions or comments, or if wish to discuss this Contract in further detail, please feel free to contact our office at your convenience.

Sincerely,

Dan Skae

Dan Skae
Client Growth Sales Executive
Jones Lang Lasalle Americas, Inc.
10/31/24

Exhibit 1 – Scope of Services

- preventative maintenance and service coverage (PMC)

- Five-year warranty from the start date of the new unit or 18 months after the ship date.
- (5) Preventative Maintenance Visits

- provision of equipment (the “Goods”) and installation

- (1) SRYL15K20XLT24
 - APC Smart-UPS Modular Ultra 15kW Scalable to 20kW N+1 Redundant, Tower, 208V/240V, 24U Rack
- (3) SRYLRMXBP
 - APC Smart-UPS Modular Ultra External Battery Pack, 4 Battery Modules, Rackmount
 - Provides 46 minutes of runtime at 10kW load.
- (1) SRYLSBP20KP
 - APC Service Bypass Unit for SRYL, 200/208/230/240V, 125A, MBB, Hardwire Input/Output
- Start up and Assembly for Smart-UPS Modular Ultra

- project management

- Onsite dedicated project manager to oversee the delivery and startup of the unit
- Facilitate all coordination between the SHI, Skae, PVWC, and the Electrical contractor
- (2) days onsite to meet with the electrical contractor and help with the installation.

- professional services

- Remove existing Symmetra LX UPS unit and batteries.
- Proper disposal of the UPS and batteries with documentation upon recycling.
- Removal of batteries from the existing UPS in the main pump station.

QUALIFICATIONS, EXCEPTIONS AND EXCLUSIONS

- All work will be performed during normal weekday working hours (8:00 AM to 4:00 PM, Monday through Friday, excluding holidays).
- The quoted price is based upon the performance of all on-site services at times agreed-upon in advance. Any delays in the work due to circumstances beyond the control of JLL may result in additional charges.
- The quoted price excludes and electrical work required for the unit to be started up.
- The quoted price is inclusive of all labor and expenses required to perform the proposed services.
- The quoted price is exclusive of any sales, use, excise, or other taxes applicable at the time the services are performed.
- The quoted price will remain valid if accepted within 30 days, providing the services are scheduled for completion within 180 days of the date of this proposal
- The quoted price excludes any mechanical work outside of the scope listed above

EXHIBIT B

Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: November 4, 2024
Re: Recommendation to fund East Filter Building UPS replacement.

The Department of Information Technology is recommending the Commission approve \$99,164.07 of funding, for replacement of the East Filter Building Uninterruptible Power Supply (UPS). The replacement cost will include:

- Removal of existing Symmetra UPS batteries
- Proper disposal of the UPS/batteries.
- Removal of batteries from the current Main Pump Station UPS.

Item	Description	Fee Amt.
1	Scope of Work document signing	\$99,164.07
	TOTALS =	\$99,164.07

The contract includes a 5 year warranty and 5 Preventative Maintenance visits. This contract will be funded by the NJ Cooperative Purchasing Alliance, Contract#: CK04, Subcontract # 24-38. The agreement has a 13-week duration.

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **New Jersey Cooperative Purchasing Alliance
Contact No. CK04
Subcontract #24-38
Quotation # 25461360**

Amount of Project or Contract: \$99,164.07 – SHI Corp.

1. Acct: # 001-0901-419-95-07 CAPITAL/Computer & Software
2. Specific Appropriation to which expenditures will be charged:
Capital - 2024/2025

Other comments: Replacement of Uninterruptible Power Supply for the East Filter Building at the LFWTP

Date of Certification: November 25, 2024

Amount Certified: \$99,164.07

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-146

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION AUTHORIZING THE PROCUREMENT OF THE SERVICES OF TWO (2) VIRTUAL CHIEF INFORMATION SECURITY OFFICERS USING CONTRACT NO. CK04, SUBCONTRACT NO. 24-38 UNDER THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission's Information Technology Department (IT) is required to develop and implement a cybersecurity program for the PVWC in order to ensure the continuation of services to the public; and

WHEREAS, the PVWC seeks to procure the consulting services of a Chief Information Security Officer to conduct a Cybersecurity Gap Assessment and develop a Cybersecurity Program using the New Jersey Cooperative Purchasing Alliance (the "Co-op"), Contract CK04, Subcontract No. 24-38, as described in Quotation Number 25471332 in the amount of \$42,451.00, which is attached hereto as **Exhibit A**; and

WHEREAS, the PVWC seeks to procure consulting services of a second Chief Information Security Officer to supplement the services provided above and to develop a Information Security policy using the New Jersey Cooperative Purchasing Alliance (the "Co-op"), Contract CK04, Subcontract No. 24-38, as described in Quotation Number 25404864 in the amount of \$138,553.00, which is attached hereto as **Exhibit B**; and

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

WHEREAS, PVWC has elected to procure the above-referenced services from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$181,004.00, a copy of a memorandum dated November 4, 2024, from the Director of IT, which is attached hereto as **Exhibit C**; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit D**; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director, the Director of Purchasing, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Director of IT;

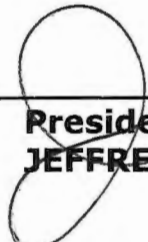
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the State Contract for procurement of the above-referenced services is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

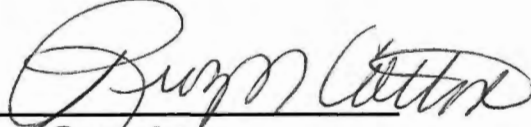
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

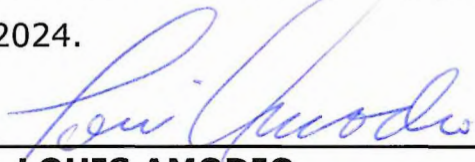


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Pricing Proposal
 Quotation #: 25471332
 Created On: 10/28/2024
 Valid Until: 11/29/2024

NJ-City of Passaic Valley Water Commission

Account Executive

Eric Coan
 1525 Main Avenue
 Clifton, NJ 07011
 United States
 Phone: 973-340-4376
 Fax:
 Email: ecoan@pwwc.com

John Turba
 300 Davidson Ave,
 Somerset NJ 08873
 Phone: 201-953-0265
 Fax:
 Email: John_Turba@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Compliance Risk Assessment CyberSaint Security - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: 12 month subscription, 1 end client (legal entity), Includes: Risk register + Executive dashboard	1	\$5,000.00	\$5,000.00
2 vCISO Services (2024) SHI International Corp - Part#: NPN-SHI Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: Statement of Services Included	1	\$37,451.00	\$37,451.00
		Total	\$42,451.00

Additional Comments

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

EXHIBIT B



Pricing Proposal
 Quotation #: 25404864
 Created On: 10/9/2024
 Valid Until: 12/6/2024

NJ-City of Passaic Valley Water Commission

Account Executive

Eric Cohn
 1525 Main Avenue
 Clifton, NJ 07011
 United States
 Phone: 973-340-4376
 Fax:
 Email: ecoan@pvwc.com

Nicole Elliot
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax: 888-896-8860
 Email: Nicole_Elliot@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 vCISO Renewal Redlegg - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$138,553.00	\$138,553.00
		Total	\$138,553.00

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

EXHIBIT C

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann
 From: L. Ducheine
 cc: J. Mueller
 Date: November 13, 2024
 Re: Recommendation to fund the SHI Cybersecurity vCISO services contracts

The Department of Information Technology is recommending the Commission approve funding of two contracts. The contracts are respectively valued at \$42,451 and \$138,553, for virtual Chief Information Security Officer services. The first contract will help:

- Leadership around the organization’s Cybersecurity strategy.
- Quantify and communicate the current cybersecurity risks the organization may face.
- Convey cybersecurity concepts to non-technical audiences.
- Review existing cybersecurity programs and initiatives

The first contract will supplement our Custom-Tailored Strategic Security Program (CTSSP) contract; details provided in a separate memo. Additional services will, for example, focus on Cybersecurity gap assessment, Technology Policy Development/Review, Cybersecurity Program Development. Also, support existing and new cybersecurity projects. The contract is for 128 vCISO hours (16 weeks @ 8hrs/week), funded through the NJ Cooperative Purchasing Alliance, Contract#: CK04, Subcontract # 24-38. The agreement has a 180 day duration.

Item	Description	Fee Amt.
1	Scope of Work document signing	\$37,451.00
2	CyberStrong Software Subscription (12 mo. subscription)	\$5,000.00
3	NIST (2.0) Cybersecurity assessment, maturity scoring/security advisor observations.	Included
4	NIST Cybersecurity Framework 2.0 Workbook	Included
5	Security Solution Gap assessment Workbook	Included
6	Detailed Cybersecurity Roadmap	Included
TOTALS =		\$42,451

The second contract is for virtual Chief Information Security Officer (vCISO) Custom tailored Strategic Security Program (CTSS) services provides:

- Information Security policies development.
- Assistance with the risk management program establishment.
- Assistance with the Incident Response Plan Development and validation through Table to exercises.
- Support of the Existing and New Information Security Projects.

This Custom-Tailored Strategic Security Program (CTSSP) contract will provide PVWC access to established security team’s perspective. The contract is for 416 vCISO hours or one year.

Item	Description	Fee Amt.
1	Scope of Work document signing	\$69,276.50
2	180 days after SOW signing	\$69,276.50
TOTALS =		\$138,553.00

The second contract will be funded through the NJ Cooperative Purchasing Alliance, Contract: CK04, Subcontract # 24-38. The agreement is for a 1-year duration.

EXHIBIT D

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **New Jersey Cooperative Purchasing Alliance
Contact No. CK04
Subcontract #24-38
Quotations 25404864 and 25471332**

Amount of Project or Contract: \$42,451.00 + \$138,553.00 = \$181,004.00 – SHI Corp.

1. Acct: # 001-0604-416-33-01
Budget/Professional Services - Computer Consulting
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024/2025

Other comments: Procure Services from SHI for a Virtual Chief Information Security and Virtual Chief Officer Custom-Tailored Strategic Security Program Developer

Date of Certification: November 25, 2024 Amount Certified: \$181,004.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-147

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR FINAL RECONCILIATION FOR CONTRACT
CLOSEOUT, CHANGE ORDER NO. 1, CONTRACT NO. 18-B-24 ENTITLED
"FURNISH AND INSTALL REPLACEMENT DRIVES FOR MORRIS
COUNTY"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, under Contract 18-B-24 entitled "Furnish and Install Replacement Drives for Morris County" (the "Contract"), was awarded to Multi-Phase Electrical Services, Inc., of Closter, New Jersey (the "Contractor") at PVWC's Commission Meeting dated September 20, 2018 (PVWC Resolution No. 18-83) in accordance with the authorized scope of work; and

WHEREAS, Change Order No. 1, for final reconciliation of unused bid items for contract closeout as described in **Exhibit A**, decreases the Contract Price by \$123,850.53 (2.1% decrease), which reduces the total adjusted Contract Price to \$5,686,865.51.


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

1. PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
 2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
 3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.
-

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

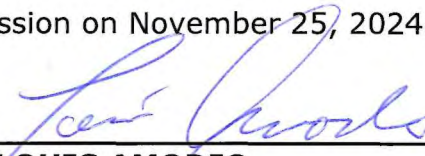


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Potential Change Order

Contract	#18-B-24
Date	10/21/2024
PCO No.	

Client: Passaic Valley Water Commission
 Project: Furnish and Install Replacement Drives for Morris County Connection Pumps

To:

Mansi Master, Principal Engineer
 Passaic Valley Water Commission
 1525 Main Avenue
 Clifton, NJ 07011

From:

Michael Revicki, Project Manager
 Multi-Phase Electrical Services
 15 William Street
 Closter, NJ 07624

We herewith submit for your approval the cost of making the following changes in our work on the above referenced project: on the above referenced project:

Description	Quantity	Unit Price	Units	Extended
Bid Item #4a - Additional ¾" Rigid Conduit	Lot	\$ (5,103.75)	E	\$ (5,103.75)
Bid Item #4b - Additional 1" Rigid Conduit	Lot	\$ (12,622.50)	E	\$ (12,622.50)
Bid Item #4c - Additional 1¼" Rigid Conduit	Lot	\$ (6,478.08)	E	\$ (6,478.08)
Bid Item #4d - Additional 1½" Rigid Conduit	Lot	\$ (12,935.25)	E	\$ (12,935.25)
Bid Item #4e - Additional 2" Rigid Conduit	Lot	\$ (19,550.76)	E	\$ (19,550.76)
Bid Item #4f - Additional 2½" Rigid Conduit	Lot	\$ (15,840.00)	E	\$ (15,840.00)
Bid Item #5a - Additional 4" PVC SCH-40	Lot	\$ (22,002.00)	E	\$ (22,002.00)
Bid Item #5b - Additional 4" PVC SCH-80	Lot	\$ (14,202.80)	E	\$ (14,202.80)
Bid Item #6a - Additional #250kcmil MV-105 Wire	Lot	\$ (13,251.22)	E	\$ (13,251.22)
Bid Item #7a - Additional #250kcmil MV-105 Terms	Lot	\$ (612.48)	E	\$ (612.48)
Bid Item #7b - Additional #500kcmil MV-105 Terms	Lot	\$ (1,936.24)	E	\$ (1,936.24)
Bid Item #8 - Additional 4/0 Ground Conductor	Lot	\$ (1,741.25)	E	\$ (1,741.25)
Bid Item #9a - Additional #12awg THHN Wire	Lot	\$ (672.00)	E	\$ (672.00)
Bid Item #9b - Additional #6awg XHHW Wire	Lot	\$ (2,008.00)	E	\$ (2,008.00)
Bid Item #10 - Additional 4000PSI Concrete	Lot	\$ (8,250.00)	E	\$ (8,250.00)
Bid Item #11 - Additional Misc Goods by Owner	Lot	\$ (3,579.20)	E	\$ (3,579.20)
Total Change Order Request				\$ (140,785.53)

These changes were **requested** by: Mansi Master

These changes were **required** by: Not all Bid Item Allowances were utilized throughout the contract.

Additional scope to be performed by MPE: Supply Fan Filter Restraints approved by PVWC in the amount of \$16,935.00.

Total credit from unused items = \$123,850.53

Provided these changes meet with your approval, please kindly sign and return one copy.

Approved for: Multi-Phase Electrical Services, Inc.

Michael Revicki

10/21/2024



Electrical Contracting, Design/Build & General Contracting

April 18, 2024

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

Re: Supply Fan Filter Restraints
800 Union Blvd, Totowa NJ
Estimate #6325

Dear Mr. Rocco,

We are pleased to provide you with the following proposal for the below noted scope of work:

Scope:

- Fabricate stainless steel formed angle supports to reinforce the filter racks and provide labor to weld the formed angles at each of the twenty-four stainless steel filter racks.
- Furnish & install screens on the inlet side of each fan as an additional failsafe.

To perform the above scope the sum is: \$16,935.00 (Sixteen Thousand Nine Hundred Thirty-Five Dollars and 00/100)

Qualifications:

1. We are a Women Business Enterprise (WBE).
2. Price excludes sales tax on labor and materials.
3. Price excludes work during off-hours.

Regards,

Michael Revicki

mrevicki@mpesinc.com

Addresses:

15 William Street, Closter, NJ 07624 P: 201-297-7870 F: 201-297-7866	1916-38 Park Ave, Ste #406 New York, NY 10037 P: 646-430-8300 www.mpesinc.com
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Licensed in:

NJ #12606 NYC #12156	Westchester, NY #984 Rockland, NY #E494 Orange County, NY #419
-------------------------	--

RESOLUTION # 24-148

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING CHANGE ORDER NO. 2 AND TIME EXTENSION
FOR PROJECT NO. 23-PE-02 ENTITLED "STRUCTURAL ENGINEERING
SERVICES FOR LARGE PROJECTS AT LFWTP"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Contract No. 23-PE-02 entitled "Structural Engineering Services for Large Projects at LFWTP" (the "Project") to Colliers Engineering & Design, Inc. ("Colliers") of Red Bank, New Jersey at PVWC's Commission Meeting on December 20, 2023 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$100,000.00; and

WHEREAS, RVE has been performing construction management support for overseeing work performed by Grove Contracting, LLC of Verona, New Jersey under Contract No. 23-B-05; and

WHEREAS, PVWC issued Change Order No. 1 to provide construction support and construction inspections for the duration of said contract and modified the Contract Price with an additional increase of \$100,000.00 which brought the total adjusted Contract Price up to \$200,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 2 for continued construction support and construction inspections for the duration of said contract and increase the Contract Price with an additional increase of \$49,500.00 which brings the total adjusted Contract Price up to \$249,500.00; and

WHEREAS, the Chief Engineer has reviewed Colliers Proposal dated November 19, 2024 for ongoing work, attached hereto and made a part hereof as **Exhibit A** and found it to be reasonable, considering the nature and scope of additional Work involved; and

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of December 31, 2024; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

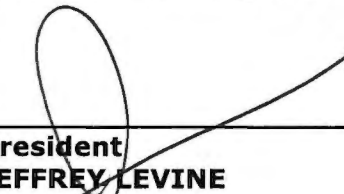
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes Change Order No. 2 and contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u> X </u>	—	—	—
COTTON, R.	<u> X </u>	—	—	—
SANCHEZ, R.	<u> X </u>	—	—	—
KOLODZIEJ, J.	<u> X </u>	—	—	—
DEPADUA, C.	<u> X </u>	—	—	—
FRIEND, G.	<u> X </u>	—	—	—
LEVINE, J.	<u> X </u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

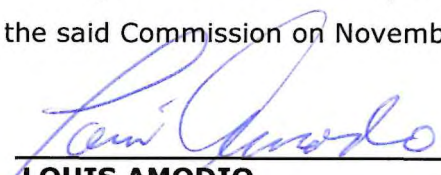


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

EXHIBIT B

101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733
Main: 877 627 3772



November 19, 2024

Julie Alesandrelli
Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ 07011

Proposal for Additional Professional Services, Construction Engineering & Inspection
Passaic Valley Water Commission – LFWTP Auditorium/Purification Stair Enclosure
Project #: 23-B-05
Colliers Engineering & Design Project No.: 18007387C

Dear Ms. Alesandrelli,

Colliers Engineering & Design has been providing construction support and construction inspection services for the above-referenced project. We anticipate exceeding our budget prior to the end of the next billing cycle due to the following:

1. The project has extended beyond the scheduled completion date
2. The contractor required an atypical amount of clarification to the drawings, resulting in an inordinate amount of RFI's.
3. The contractor installed multiple construction items in non-conformance with the contract, therefore additional inspection services and correspondence were required for notification of non-conformance and inspection of the corrective work.
4. The contractor's work quality is atypically poor, leading to additional inspection effort.

Based on the above, we respectfully request an increase in our budget in the amount of \$49,500.00 which we anticipate will be sufficient to complete the project.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in blue ink, appearing to read "Michael Quirk".

Michael Quirk, P.E., CWI, LEED AP
Geographic Discipline Leader

R:\Projects\2018\18007387C\Proposals\241119_mrj_PVWC Exterior Stair CEI Proposal for add service.docx

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 23-PE-02 – Change Order No. 2
 “Structural Engineering Services for Large Projects
 at the LFWTP”
 Colliers Engineering and Design, Inc.

Amount of Project or Contract:

Project No. 23-PE-02
Increase of \$49,500.00
Not to Exceed \$249,500.00

1. Acct: # 001-0901-419.95-09
 CAPITAL / BLDGS/STRUCTURES-L.F.
2. Specific Appropriation to which expenditures will be charged:
 Budget - 2024

Other comments: Change Order Number 1 – Increase of \$49,500.00
 for a New Not-to-Exceed of \$249,500.00

Date of Certification: November 25, 2024

Amount Certified: \$249,500.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-149

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR CONTRACT EXTENSION FOR PROJECT NO. 23-PE-03
ENTITLED "ENGINEERING SERVICES FOR REFINEMENT OF STANDARD
OPERATING PROTOCOLS FOR THE ENGINEERING AND DISTRIBUTION
DEPARTMENTS"**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited and awarded for professional services (or extraordinary unspecifiable services) Project No. 23-PE-03 entitled "Engineering Services for Refinement of Standard Operating Protocols for the Engineering and Distribution Departments" (hereinafter the "Project") under Resolution 23-182 on December 20, 2023, to CME Associates ("CME") of Parlin, New Jersey, with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, CME has, and continues to, provide professional services related to the Project consistently, reliably, efficiently, and effectively on an as-needed basis; and

WHEREAS, the PVWC has requested the firm to complete work associated with updating the Commission's policies which include making improvements to the application and site plan review process for installation of new services and meters and overseeing developer activities; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LPCL"), were subsequently adopted by PVWC; and

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of May 1, 2025; and

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COTTON, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SANCHEZ, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KO LODZIEJ, J.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DE PADUA, C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FRIEND, G.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEVINE, J.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

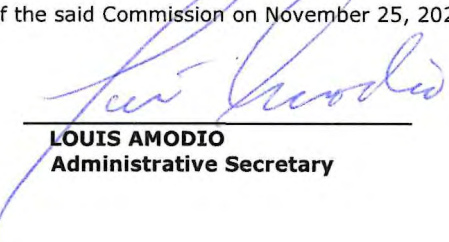


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 24-151

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
TO PROCURE OF PROPRIETARY NEPTUNE 360 SOFTWARE**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") seeks to renew a subscription for Neptune 360 Cloud Based Data Management Platform, which is a proprietary software that is the only software that supports the Neptune R900 meters and radio utilized by PVWC; and

WHEREAS, the annual cost for this software is \$76,242.78. Quotation QUO-208559-X5J0X3 is attached hereto as **Exhibit A** and provides a breakdown of applications and related fees; and

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

WHEREAS, PVWC has elected to procure the above-referenced proprietary software system from Neptune Technology Group of Tallahassee, Alabama, (the "Awardee"), in the amount of \$76,242.78, a copy of the Financial Certification is attached hereto and made a part hereof as **EXHIBIT B**; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the IT Department;

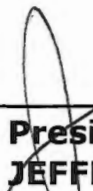
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That PVWC hereby awards a 12-month Contract for the procurement of the maintenance of Neptune's proprietary software system called Neptune 360 Cloud Based Data Management to the Awardee in connection with the above-described goods and services in the total amount of \$76,242.78; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

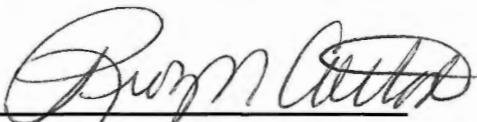
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> x </u>	—	—	—
COTTON, R.	<u> x </u>	—	—	—
SANCHEZ, R.	<u> x </u>	—	—	—
KOLODZIEJ, J.	<u> x </u>	—	—	—
DEPADUA, C.	<u> x </u>	—	—	—
FRIEND, G.	<u> x </u>	—	—	—
LEVINE, J.	<u> x </u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

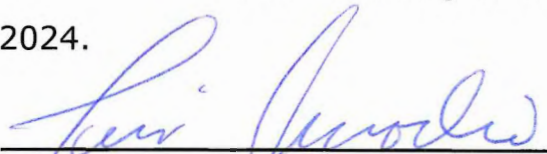


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Quotation

Subscription Start Date: 1/1/2025
 Subscription End Date: 12/31/2025

NEPTUNE TECHNOLOGY GROUP

1600 Alabama Highway 229 South,
 Tallassee, AL 36078
 Telephone: (800) 633-8754 Fax: (334) 283-7293
www.neptunetg.com

Document

QUO-208559-X5J0X3

Customer : WATER COMMISSION POST OFFICE BOX 230 CLIFTON, NJ 07011 USA	Quoted For : Passaic Valley 1525 Main Avenue Clifton, NJ 07011 USA PIN: 102241
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Customer Number 01625900	Salesperson: Greg Frey Mobile: ; Email: gfrey@neptunetg.com
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Item Number	Description	Asset Serial Number	Term Start Date	Term End Date	Number of Units	Unit Price	Subscription Duration	Monthly Amount	Extended Price
.14099-118	NEPTUNE 360 SUBSCRIPTION AMI TIER 8, 50001-100000	Neptune 360	1/1/2025	12/31/2025	10,950	\$1.04		\$949.00	\$11,388.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6866	1/1/2025	12/31/2025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6867	1/1/2025	12/31/2025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6868	1/1/2025	12/31/2025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6869	1/1/2025	12/31/2025	1	\$218.00		\$18.17	\$218.00

.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6870	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF6871	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF7155	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF7156	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
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.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF7158	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
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	ANN-MAINT POCKET PROREAD								
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF7163	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
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.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9205	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9206	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9207	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
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.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9209	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9210	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF9211	1/1/20 25	12/31/2 025	1	\$218.00		\$18.17	\$218.00

.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401268	1/1/2025	12/31/2025	1	\$1,000.00		\$83.33	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401807	1/1/2025	12/31/2025	1	\$1,000.00		\$83.33	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401814	1/1/2025	12/31/2025	1	\$1,000.00		\$83.33	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401817	1/1/2025	12/31/2025	1	\$1,000.00		\$83.33	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401821	1/1/2025	12/31/2025	1	\$1,000.00		\$83.33	\$1,000.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC302598	1/1/2025	12/31/2025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC302600	1/1/2025	12/31/2025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC302607	1/1/2025	12/31/2025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303796	1/1/2025	12/31/2025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE	BC303821	1/1/2025	12/31/2025	1	\$453.50		\$37.79	\$453.50

	ANN-MAINT R900 BC TRANSC								
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303833	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303641	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303540	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303435	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303438	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303440	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0226	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0228	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0229	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50

.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0230	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0231	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC300843	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC300892	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC300946	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003321	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003304	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003308	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003311	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE	BC000952	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50

	ANN-MAINT R900 BC TRANSC								
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000956	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000958	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000960	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000961	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000975	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000980	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000983	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000989	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000990	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50

.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000993	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000994	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000995	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000996	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000997	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000998	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC001001	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC001002	1/1/20 25	12/31/2 025	1	\$453.50		\$37.79	\$453.50
.14099-108	NEPTUNE 360 SUBSCRIPTIO N AMR TIER 8, 50001- 100000	Neptune 360	1/1/20 25	12/31/2 025	61,416	\$0.58		\$2,968.44	\$35,621.28
.13980-308	NEPTUNE 360 FNET CELL SaaSPF		11/1/2 024	12/31/2 025	100	\$6.26		\$60.51	\$626.00

TR 8 50001-100000									
-------------------	--	--	--	--	--	--	--	--	--

Subtotal: \$76,242.78

Plus applicable taxes.

Comments:
Thank you for the opportunity to provide pricing. For more details on Neptune Technology Group and our products, please contact your TM or visit our website at www.neptunetg.com.

This quote is valid for 30 days, acceptance will require a valid Purchase Order (PO) number. Neptune Terms and Conditions of Sale and/or Master Services Agreement will apply. Refusal or cancellation may result in a cancellation fee.

Thank You

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Subscription – Neptune 360 Software**

Amount of Project or Contract: \$76,242.78

1. Specific Appropriation to which expenditures will be charged:

Accountt: # 001-0901-419-95-07 CAPITAL / Software
Capital - 2024

Other comments: Twelve (12) Month Commencing January 2025

Date of Certification: November 25, 2024

Amount Certified: \$76,242.78

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-152

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AMEND PROCUREMENT OF GMC TK10753 - 1500 SIERRA
DOUBLE CAB PICKUP TRUCKS UNDER COOPERATIVE PRICING AGREEMENT
ESCNJ #22/23-12**

DATE OF ADOPTION: NOVEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded procurement of five (5) 2024 GMC TK-10753 1500 Sierra Double Cab Pickup 4X4 Trucks to Frank's Truck Center ("Vendor") of Lyndhurst, New Jersey under ESCNJ Cooperative #22/23-12 at PVWC's Commission Meeting on October 23, 2024 (PVWC Resolution No. 24-135), not to exceed \$254,703.00; and

WHEREAS, this amended resolution corrects the pricing as stated in Resolution No. 24-135 as the procurement amount increased by \$14,971.17 (5.9% increase) to \$269,674.17 due to a change in product availability due to market volatility following Board approval of said agreement; and

WHEREAS, a copy of the invoices for procurement of these vehicles is attached hereto as **Exhibit A**; and

WHEREAS, there was an overall decrease in pricing in the amount of \$27,173.58 for procurement of GMC vehicles purchased from Vendor, which included the Sierra, Savana, Acadia, and Terrain models, approved and ordered under Resolution Numbers 24-135, 24-136, 24-137 and 24-138, decreasing the total amount from \$703,669.14 to \$676,495.56 with an overall decrease of 3.9%; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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


1. That the Cooperative Pricing Agreement for procurement of the above-referenced Trucks is hereby awarded to the Vendor as set forth hereinabove and amended herein; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	X	---	---	---
COTTON, R.	X	---	---	---
SANCHEZ, R.	X	---	---	---
KOLODZIEJ, J.	X	---	---	---
DEPADUA, C.	X	---	---	---
FRIEND, G.	X	---	---	---
LEVINE, J.	X	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.

President
JEFFREY LEVINE



Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION



1525 Main Avenue
 P.O. Box 230
 Clifton, NJ 07011
 (973) 340-4300
 FAX (973) 340-5584

234689

PURCHASE ORDER #

ACCT # _____

10/24/24

DATE _____

The Passaic Valley Water Commission is Exempt from NJ Sales Tax - Exemption I.D. 22-6002471

FRANKS GMC
 1025 ORIENT WAY
 LYNTHURST, NJ 07071

SHIP TO PASSAIC VALLEY WATER COMMISSION
 ADMINISTRATION/GENERAL
 1525 MAIN AVENUE
 CLIFTON, NJ 07011

PLEASE DO NOT CHARGE STATE SALES TAX

LINE ITEM	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
1	5.00 EA	2024 GMC TK10753 - 1500 SIERRA DOUBLE CAB PICKUP 4X4 147 INCH WHEELBASE - 1SA PRO PACKAGE - 6.5 FOOT PICK UP BED ESCNJ CO-OP #65 MCESCCPS 23/24-11 NTE \$254,703.00 AS APPROVED AT MEETING OF OCTOBER 23, 2024 AS EVIDENCED BY RESOLUTION 24-135	50940.6000	254703.00
			SUB-TOTAL	254703.00
			2 - 50,940.60	
			51,626.49	
			2 - 58083.24	
			58083.24	
				254703.00

*Change
of order*

Claimant's (Vendor) Certification

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one.

[Signature]

 Signature
 11/1/24

 Date Title

MUNICIPAL CERTIFICATION

I hereby certify that the claim specified herein is for articles received, personal services actually rendered or amounts expended for the Passaic Valley Water Commission, and that the articles received, personal services actually rendered or amounts expended for the Passaic Valley Water Commission and that the articles received were in accordance with the specifications and amounts appearing on the purchase requisition.

 Signature

 Date Title

PURCHASE AUTHORIZED

[Signature]

 SIGNATURE
[Signature]

 TITLE

PAYMENT RECORD

DATE _____

CHECK NO. _____

PLEASE SIGN & RETURN

FRANK'S TRUCK CENTER INC.

FRANK'S TRUCK CENTER INC.

325 Orient Way P.O. Box 503
LYNDHURST, NEW JERSEY 07071
(201) 939-7708

www.FranksGMC.com

SOLD TO **PASSAIC VALLEY WATER COMMISSION**

ADDRESS **1525 MAIN AVENUE
CLIFTON NJ 07015**

E-MAIL ADDRESS:

FRANK'S MEADOWLANDS FREIGHTLINER

707 Valley Brook Avenue
LYNDHURST, NEW JERSEY 07071
(201) 939-7718

www.FranksTruckCenter.com

CUST# 5613

DEAL# 54498

DATE	INVOICE NO.	STOCK NO.
11/11/2024	944	66664
SALESMAN NUMBER		
DESCRIPTION	SALE	
NEW VEHICLE		
SIERRA 1500	58083.24	
USED VEHICLE		
NEW TRUCK		
P R I C E		
USED TRUCK		
FLEET		
O F		
NEW OTHER AUTO		
V E H I C L E		
PROTECTION PLAN	N	A
OTHER PLANS	N	A
DOC FEE	N	A
54498		
SALES TAX	N	A
OUT OF STATE TAX	N	A
NJ TIRE TAX	N	A
NJ SUPPLEMENTAL TITLING FEE	N	A
EXCISE TAX	N	A
LICENSE AND TITLE	N	A
TOTAL CASH PRICE	58083.24	
FINANCING		
TOTAL TIME PRICE	58083.24	
S E T T L E M E N T		
REBATE N/A	N	A
DEPOSIT	N	A
CASH - NEW	58083.24	
CASH - USED	N	A
USED CAR ALLOWANCE PAYMENTS	N	A
MONTHS DOLLARS PER MONTH	1 N/A	
TOTAL	58083.24	
Always Bring Your Vehicle Here For Factory Authorized Service		N A

PO/Invoice submit for payment

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	GMC TRUCK	SIERRA 1500	F	1GTRUCEDXRZ376691

SALESMAN	GUY MONTAINA	KEY NOS.	
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INSURANCE COVERAGE INCLUDES

FIRE & THEFT PUBLIC LIABILITY - AMT.

COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

GROUP	DESCRIPTION	PRICE
MILEAGE:	38	
ESCNJ CONTRACT #65 MCESCCPS CLASS 1-3 ESCNJ #23/24-11 PURCHASE ORDER - 234689 GMC SIERRA - TK10753 ELEVATION STOCK - DELIVERED		

USED VEHICLE TRADED				
YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
N/A	N/A	N/A		N/A

BODY COLOR N/A

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FRANK'S TRUCK CENTER INC.

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LYNDHURST, NEW JERSEY 07071
(201) 939-7708

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CLIFTON NJ 07015**

E-MAIL ADDRESS:

FRANK'S MEADOWLANDS FREIGHTLINER

707 Valley Brook Avenue
LYNDHURST, NEW JERSEY 07071
(201) 939-7718

www.FranksTruckCenter.com

CUST# 5613

DEAL# 54496

DATE	INVOICE NO.	STOCK NO.
11/11/2024	945	66671
SALESMAN NUMBER		

DESCRIPTION	SALE
NEW VEHICLE	
SIERRA 1500	58083.24
USED VEHICLE	
NEW TRUCK	
USED TRUCK	
FLEET	
NEW OTHER AUTO	
	N A
PROTECTION PLAN	N A
OTHER PLANS	N A
DOC FEE	N A
54496	
SALES TAX	N A
OUT OF STATE TAX	N A
NJ TIRE TAX	N A
NJ SUPPLEMENTAL TITLING FEE	N A
EXCISE TAX	N A
LICENSE AND TITLE	N A
TOTAL CASH PRICE	58083.24
FINANCING	N A
TOTAL TIME PRICE	58083.24
REBATE N/A	N A
DEPOSIT	N A
CASH - NEW	58083.24
CASH - USED	N A
USED CAR ALLOWANCE PAYMENTS	N A
MONTHS DOLLARS	
1 @ N/A PER MONTH	N A
TOTAL	58083.24

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	GMC TRUCK	SIERRA 1500	F	1GTRUCED3RZ376581

SALESMAN	GUY MONTAINA	KEY NOS.	
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INSURANCE COVERAGE INCLUDES

FIRE & THEFT PUBLIC LIABILITY - AMT.

COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

GROUP	DESCRIPTION	PRICE
MILEAGE:	38	
ESCNJ CONTRACT #65 MCESCPCS CLASS 1-3 ESCNJ #23/24-11 PURCHASE ORDER - 234689 GMC SIERRA - TK10753 ELEVATION STOCK - DELIVERED		

USED VEHICLE TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
N/A	N/A	N/A	N/A

BODY COLOR N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

Always Bring Your Vehicle Here For Factory Authorized Service

by car Services, Inc. 37290 (6/24)

FRANK'S TRUCK CENTER INC.

FRANK'S TRUCK CENTER INC.

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LYNDHURST, NEW JERSEY 07071
(201) 939-7708

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CLIFTON NJ 07015**

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LYNDHURST, NEW JERSEY 07071
(201) 939-7718

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CUST# 5613

DEAL# 54500

DATE	INVOICE NO.	STOCK NO.
11/11/2024	940	66052
SALESMAN NUMBER		
DESCRIPTION	SALE	
NEW VEHICLE		
SIERRA 1500	51626.49	
USED VEHICLE		
NEW TRUCK		
USED TRUCK		
FLEET		
NEW OTHER AUTO		
PROTECTION PLAN	N	A
OTHER PLANS	N	A
DOC FEE	N	A
SALES TAX	54500	
OUT OF STATE TAX	N	A
NJ TIRE TAX	N	A
NJ SUPPLEMENTAL TITLING FEE	N	A
EXCISE TAX	N	A
LICENSE AND TITLE	N	A
TOTAL CASH PRICE	51626.49	
FINANCING	N	A
TOTAL TIME PRICE	51626.49	
REBATE	N/A	N/A
DEPOSIT		N/A
CASH - NEW	51626.49	
CASH - USED		N/A
USED CAR ALLOWANCE		N/A
PAYMENTS		N/A
MONTHS	1 @	
DOLLARS	N/A	
PER MONTH		N/A
TOTAL	51626.49	
	N	A
	N	A

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	GMC TRUCK	SIERRA 1500	F	1GTRUAED9RZ305969

SALESMAN	KEY NOS.
GUY MONTAINA	

INSURANCE COVERAGE INCLUDES

- FIRE & THEFT PUBLIC LIABILITY - AMT.
COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

GROUP	DESCRIPTION	PRICE
MILEAGE:	38	
ESCNJ CONTRACT #65 MCESCPCS CLASS 1-3 ESCNJ #23/24-11 PURCHASE ORDER - 234689 GMC SIERRA - TK10753- XXXXXXXXXX PRO STOCK - DELIVERED		

USED VEHICLE TRADED				
YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.	
N/A	N/A	N/A	N/A	

BODY COLOR
N/A

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PO/Inv. submit for Payment

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GJ car Services, Inc. 37280 (6/24)

FRANK'S TRUCK CENTER INC.

FRANK'S TRUCK CENTER INC.

325 Orient Way P.O. Box 503
LYNDHURST, NEW JERSEY 07071
(201) 939-7708

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CLIFTON NJ 07015**

E-MAIL ADDRESS:

FRANK'S MEADOWLANDS FREIGHTLINER

707 Valley Brook Avenue
LYNDHURST, NEW JERSEY 07071
(201) 939-7718

www.FranksTruckCenter.com

CUST# 5613

DEAL# 54499

DATE	INVOICE NO.	STOCK NO
11/11/2024	943	64965
SALESMAN NUMBER		
DESCRIPTION	SALE	
NEW VEHICLE		
SIERRA 1500		50940.60
USED VEHICLE		
NEW TRUCK		
USED TRUCK		
FLEET		
NEW OTHER AUTO		
PROTECTION PLAN		N A
OTHER PLANS		N A
DOC FEE		N A
SALES TAX	54499	
OUT OF STATE TAX		N A
NJ TIRE TAX		N A
NJ SUPPLEMENTAL TITLING FEE		N A
EXCISE TAX		N A
LICENSE AND TITLE		N A
TOTAL CASH PRICE		50940.60
FINANCING		N A
TOTAL TIME PRICE		50940.60
REBATE	N/A	N A
DEPOSIT		N A
CASH - NEW		50940.60
CASH - USED		N A
USED CAR ALLOWANCE		N A
PAYMENTS		N A
MONTHS	DOLLARS	
1	N/A PER MONTH	N A
TOTAL		50940.60
		N A
		N A

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	GMC TRUCK	SIERRA 1500	F	1GTRUAED8RZ296021

SALESMAN	KEY NOS.
GUY MONTAINA	

INSURANCE COVERAGE INCLUDES

- FIRE & THEFT PUBLIC LIABILITY - AMT.
COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

GROUP	DESCRIPTION	PRICE
MILEAGE:	38	
ESCNJ CONTRACT #65 MCESCCPS CLASS 1-3 ESCNJ #23/24-11 PURCHASE ORDER - 234689 GMC SIERRA - TK10753 PRO STOCK - DELIVERED		

USED VEHICLE TRADED				
YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.	
N/A	N/A	N/A	N/A	

BODY COLOR N/A

OPTIONAL EQUIPMENT AND ACCESSORIES

SETTLEMENT

PO/Invoice. Submit for Payment

Always Bring Your Vehicle Here For Factory Authorized Service

11/11/2024 11:11:24 AM

FRANK'S TRUCK CENTER INC.

FRANK'S TRUCK CENTER INC.

325 Orient Way P.O. Box 503
 LYNDHURST, NEW JERSEY 07071
 (201) 939-7708
 www.FranksGMC.com

SOLD TO **PASSAIC VALLEY WATER COMMISSION**

ADDRESS **1525 MAIN AVENUE
 CLIFTON NJ 07015**

E-MAIL ADDRESS:

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	GMC TRUCK	SIERRA 1500	F	1GTRUAED1RZ299858

SALESMAN GUY MONTAINA	KEY NOS.
------------------------------	----------

INSURANCE COVERAGE INCLUDES

FIRE & THEFT PUBLIC LIABILITY - AMT.
 COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

GROUP	DESCRIPTION	PRICE
MILEAGE:	38	
ESCNJ CONTRACT #65 MCESCCPS CLASS 1-3 ESCNJ # 23/24-11 PURCHASE ORDER - 234689 GMC SIERRA - TK10753 PRO STOCK - DELIVERED		

USED VEHICLE TRADED				
YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
N/A	N/A	N/A		N/A
BODY COLOR N/A				

FRANK'S MEADOWLANDS FREIGHTLINER

707 Valley Brook Avenue
 LYNDHURST, NEW JERSEY 07071
 (201) 939-7718
 www.FranksTruckCenter.com

DATE	INVOICE NO.	STOCK NO.
11/11/2024	946	66053
SALESMAN NUMBER		
DESCRIPTION	SALE	
NEW VEHICLE		
SIERRA 1500	50940.60	
USED VEHICLE		
NEW TRUCK		
USED TRUCK		
FLEET		
NEW OTHER AUTO		
PROTECTION PLAN	N	A
OTHER PLANS	N	A
DOC FEE	N	A
54501		
SALES TAX	N	A
OUT OF STATE TAX	N	A
NJ TIRE TAX	N	A
NJ SUPPLEMENTAL TITLING FEE	N	A
EXCISE TAX	N	A
LICENSE AND TITLE	N	A
TOTAL CASH PRICE	50940.60	
FINANCING		
TOTAL TIME PRICE	50940.60	
REBATE N/A	N	A
DEPOSIT	N	A
CASH - NEW	50940.60	
CASH - USED	N	A
USED CAR ALLOWANCE PAYMENTS	N	A
MONTHS DOLLARS		
1 @ N/A PER MONTH	N	A
TOTAL	50940.60	
Always Bring Your Vehicle Here For Factory Authorized Service		
		N A
		N A

OPTIONAL EQUIPMENT AND ACCESSORIES

SETTLEMENT

NJ Car Services, Inc. 37280 (6/24)

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Frank's Truck Center of Lyndhurst
Under ESCNJ #22/23-12

Amount of Project or Contract: \$269,674.17 (Increase of \$14,971.17)

1. Acct: #- 001-0901-419-95-04 - CAPITAL/VEHICLES
2. Specific Appropriation to which expenditures will be charged:
Capital Budget 2023/2024

Other comments: Single Purchase Under Cooperative – ESCNJ #22/23-12
Five (5) 2024 GMC TK10753 1500 Sierra Double Cab Pickup Trucks
Two (2) Vehicle: \$50,940.60
One (1) Vehicle at \$51,626.49
Two (2) Vehicles at \$58,083.24 for a total of \$269,674.17

Date of Certification: November 25, 2024 Certified: \$269,674.17

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO.: 24-153

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

PVWC STUDENT COOPERATIVE PROGRAM

DATE OF ADOPTION: November 25, 2024

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission ("PVWC") has many opportunities for individuals interested in careers in skilled trades; and

WHEREAS, PVWC and local students benefit by having a formal cooperative education program in partnership with area high schools to pipeline prospective candidates into the PVWC workforce; and

WHEREAS, cooperative education is offered by area local high schools with technical learning tracks through a "School to Careers" program; and

WHEREAS, PVWC has been authorized to partner with area high schools to provide work-based learning activities with on-the-job training and technical instruction through the school's cooperative education program.

NOW, THEREFORE, BE IT RESOLVED, that the following criteria and standards be adopted by the Commission as follows:

1. To be eligible for enrollment, students in the cooperative program must meet the following criteria:

- a. Enrolled in a high school's cooperative education program.
 - b. Entering the 12th grade.
 - c. Completing the second year of their current career and technical education program.
 - d. All students must be at least 16 years of age.
2. PVWC shall pay all students in the program the effective minimum wage for that year.
3. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> x </u>	_____	_____	_____
LEVINE, J	<u> x </u>	_____	_____	_____
DEPADUA, C.	<u> x </u>	_____	_____	_____
SANCHEZ, R.	<u> x </u>	_____	_____	_____
VAN RENSALIER, R.	<u> x </u>	_____	_____	_____
COTTON, R.	<u> x </u>	_____	_____	_____
KOLODZIEJ, J.	<u> x </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

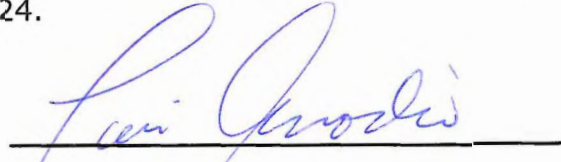
President
JEFFREY LEVINE

Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2024.



LOUIS AMODIO

Administrative Secretary