CONTRACT NO. C25-43B

CITY OF
VINELAND
WHERE IT'S ALWAYS GROWING SEASON

GOODS & SERVICES CONTRACT

THIS AGREEMENT, made this **29th** day of **January** in the year **2026** by and between **THE CITY OF VINELAND,** in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City,** and

Hereinafter "Contractor",

Atlas Copco Compressor, LLC
300 Technology Center Way
Rock Hill, SC 29730

City Contract# & Title:

C25-43B
Purchase of Electric Generation Air Compressor For Unit 11 with the option to purchase one additional Air Compressor for Clayville Unit 1

WITNESSETH: that **City** and **Contractor,** for the consideration hereinafter named, covenant and agree as follows:

1. **The Contractor,** pursuant to written proposal #25-002, Bid **#2025-43** received by the **City** on December 11, 2025 and Resolution **No. 2026-28** adopted on **January 27, 2026** of the **City** accepting said proposal are herein incorporated by reference thereto, agrees to furnish and deliver the following:

   Purchase of Electric Generation Air Compressor For Unit 11 with the option to purchase one additional Air Compressor for Clayville Unit 1

   in accordance with said written proposal submitted by Contractor and to otherwise comply with all requirements contained therein.

2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, Council and/or Purchasing Agent of the City of Vineland, such consent not to be unreasonably withheld.

3. **The Contractor** and **City** agree that time is of the utmost importance in the faithful performance of this Contract and that all Contractor's obligations shall be concluded in accordance with the resolution and proposal for the period **January 27, 2026 to December 31, 2026.**

4. As consideration for **Contractor** complying with the terms, covenants and conditions herein, Contractor shall charge the appropriate parties, an amount not to exceed **$124,000.00** as stated in the proposal and awarded per Resolution No. **2026-28** adopted on **January 27, 2026.** The Price indicated on the Purchase Order is binding and not subject to discount, retention, or setoff for any reason. Payment is due from City net thirty (30) days after receipt of Contractor's valid invoice, regardless of whether City has received payment from another party. Contractor shall be given an equitable adjustment in price and/or delivery time if either is impacted due to changes requested by City. In the event there is a substantial impact on the quoted contract price due to newly imposed tariffs before City releases the order for production, the parties will negotiate in good faith any resulting price increase.

5. Should **Contractor** fail to carry out the material terms of this Contract as herein prescribed and fail to cure such failure within thirty (30) days after written notice from City detailing such failure, or, if such failure cannot be reasonably cured within such period, after Contractor fails to pursue continuous, diligent efforts to cure, **City** may cancel or rescind this Contract in its entirety and serve said notice addressed to Contractor's last known mailing address. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law, including but not limited to the forfeiture of Contractor's bid deposit. If City cancels the contract for convenience, it shall be required to pay reasonable cancellation fees according to the following cancellation schedule:

   Definitions:

   Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.
   Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.
   Engineered Equipment - equipment requiring customized features not shown in the current catalog.

   Orders for Standard Stocked Equipment
   * 20% of equipment price

   Orders for Standard Non-Stocked Equipment
   A) Prior to release for manufacturing:
   * 20% of equipment price

   B) After production has started:
   * 40% of equipment price

   C) After production has been completed:
   * 60% of equipment price

Orders for Engineered Equipment
A) Prior to release for manufacturing:
* 20% of the purchase price

B) After production has started
* 40% of the base equipment price
* 40% of optional equipment of purchased materials will be charged

C) After production has completed
* 60% of the base equipment price
* 100% of optional equipment

5. The **Contractor** hereby agrees to indemnify and save harmless the City from and for any damages alleged by any third party (which shall include employees of City and Contractor for the purposes of this indemnification) arising from bodily injury, including death and/or tangible personal property loss for which it may become liable to the extent caused by any negligence or carelessness on the part of **Contractor** in the performance of this contract, or on the part of its successors, assigns, agents, servants, or employees in the prosecution of the work or from improperly guarding any and all portions of the work, or of the private or public property which might be endangered by reason of the performance of the work.

   The **Contractor** shall indemnify and save harmless the City from and against any and all claims, liabilities, actions and causes for action, costs, and charges alleged by any third party relating to mechanics liens or claims for nonpayment by Contractor relating to labor performed or for tools and materials furnished by Contractor in the performance of the work and any and all costs, charges and expenses incurred in defending such suits or actions or procuring such liens to be discharged and satisfied., **Contractor** further agrees to indemnify and save harmless the City from and against all or any claims or liabilities for royalties or license fees, actions, suits, charges, expenses, or damages for infringement of United States patents by reason of the use of any invention or improvement or material, tools or plant of any process of device, or equipment used by Contractor in the performance of the work done under this Agreement. The legal status of said Contractor is that of an "Independent Contractor.11 If any patent infringement claim is made by a third party, Contractor shall have the right, at its option, to: (i) procure for City the right to continue using the goods, or (ii) modify the goods so that it becomes non-infringing, or (iii) replace the goods with non-infringing goods. Contractor's obligations under this paragraph shall not apply to (1) any goods, tools, improvements or materials not manufactured or used by Contractor or an affiliate of Contractor in the performance of the work; (2) use of goods in combination with anything not supplied by Contractor if the alleged infringement is based on such combination; (3) any goods altered or modified by City or any third party; or (4) any goods not used by City for normal intended use. This paragraph sets forth the entire liability of Contractor with respect to patent infringement.

6. The **Contractor** shall furnish the City with a Certificate of Insurance for a comprehensive general liability policy covering Contractor's entire operation, with bodily injury limits of not less than $1,000,000 any one person/any one accident and property damage limits of $3,000,000 total aggregate. Said policy shall be endorsed to include City as additional insured to the extent of Contractor's liability herein. Contractor shall also furnish the City with satisfactory evidence of full and complete statutory compliance with the Workman's Compensation Law of the State of New Jersey.

   The City shall be included as an additional insured under said policy. The **Contractor** shall provide the City with evidence of insurance coverage in the form of a certificate and policy endorsement page, which shall also provide that the insurer shall be obligated to notify the City of any cancellation or modification of insurance coverage to the **Contractor** within sixty (60) days thereof.

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

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

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval Certificate
of Employee Information Report Employee Information
Report Form AA302

Employment Information Report AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be reasonably requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

8. **Political Contribution Disclosure.** This contract has been awarded to **Atlas Copco Compressor, LLC** based on the merits and abilities to provide the goods or services as described herein. This contract was awarded through a "non-fair and open process" pursuant N.J.S.A.19:44A-20.5 *et seq.* As such, the undersigned does hereby attest that **Atlas Copco Compressor, LLC,** its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made any contribution of money or any other thing of value, including in-kind contributions that are reportable pursuant to City Ordinance and the Election

Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cumberland, City of Vineland, NJ; if a member of that political party is serving in an elective public office of the City of Vineland, County of Cumberland, NJ the contract is awarded, or to any candidate committee of any person seaving in an elective public office of the City of Vineland, County of Cumberland, NJ when the contract is awarded.

9. Contractor warrants that the goods purchased by City will be free of defects in material and workmanship a period of fifteen (15) months from date of shipment to City, or twelve (12) months from date of initial start-up, whichever occurs first. Notwithstanding the foregoing, in the event the goods are a part (spare part/ replacement part), the above-stated warranty for such part shall expire the later of ninety (90) days from the date City receives the part or the original warranty period. The warranty expressly excludes the effects of normal wear and tear. In the event City and Contractor have agreed that Contractor will provide installation, start-up or other service in connection with the order, Contractor warrants that the service will be performed in a workmanlike manner; this service warranty shall expire thirty (30) days after the service is performed. City's sole and exclusive remedy for breach of this warranty will be that Contractor will promptly (within a period that is commercially reasonable), at Contractor's option and cost, replace or repair such non-conforming goods.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, WHETHER WITH RESPECT TO ANY GOODS, SERVICE, OR OTHERWISE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

10. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE (WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PRODUCTION, LOSS OF OPERATION TIME, DELAY COST, DOWNTIME COST, LOSS OF PROFIT, OR LOSS OF REVENUE), EVEN IF THE PARTY ALLEGED TO BE AT FAULT HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE LIABILITY, IF ANY, OF CONTRACTOR UNDER THIS CONTRACT IS LIMITED TO 100% OF THE CONTRACT PRICE.

11. **IN WITNESS WHEREOF,** the parties named herein have hereunto set their hands and seals and the day and year first above written, pursuant to attached resolution.

ATTEST:

Please send PO to:

Atlas Copco Compressors LLC
300 Technology Center Way, Suite 550
Rock Hill, SC 29730
E-mail: Ethan Vielehr
ethan.vielehr@atlascopco.com
Cell: (610) 587-4939

The City of Vineland

Anthony R. Fanucci, Mayor

Richard G. Franchetta, RMC, EJD, City Clerk

Miguel A. Mercado, QPA
Purchasing Agent

Atlas Copco Compressor, LLC

Eric T. Slaymaker
Name & Title- (please print or type)

Signature

Date 4/22/2026

CITY OF VINELAND

January 20, 2026

CERTIFICATION OF AVAILABILITY OF FUNDS

We, the undersigned officials of the City of Vineland, do hereby certify, to the best of our knowledge and belief, that there now exists adequate funds to award an open-end contract to Atlas Copco Compressor, LLC, Rock Hill, SC for the purchase of an Electric Generation Air Compressor for Unit 11 for the Vineland Municipal Electric Utility-Generation Division in the amount of $59,500.00, with an option to purchase one (1) additional identical air compressor for the Clayville Unit 1 within one (1) year of the contract award or a mobile outdoor compressor designed to function as a failover unit for Clayville in the amount of $64,500.00.

Such funds for the contract to be awarded herein are valid only to the amount available in the Calendar Year 2026 Temporary Budget of the City of Vineland Electric Utility. The full amount is contingent upon the necessary funds being appropriated by the governing body for calendar year 2026.

Susan Baldosaro

Susan Baldosaro
Chief Financial Officer

Allison August

Allison August
Senior Accountant

Dennis Koons

Dennis Koons
Director of Municipal Utilities

Account No(s): 6-05-55-512-9001-52000, E346X-2 & E346C-1

Check one & initial

Encumber ☐

Supplement ☒

Vineland, New Jersey

RESOLUTION NO. 2026-28

A RESOLUTION AWARDING AN OPEN-END CONTRACT TO ATLAS COPCO COMPRESSOR, LLC, ROCK HILL, SC, FOR THE PURCHASE OF ELECTRIC GENERATION AIR COMPRESSORS IN THE AMOUNT OF $124,000.00.

WHEREAS, the City of Vineland has heretofore advertised for bids for the purchase of an Electric Generation Air Compressor for Unit 11 for the Vineland Municipal Electric Utility-Generation Division, COV BID #2025-43, with an option to purchase one (1) additional identical air compressor for the Clayville Unit 1 within one (1) year of the contract award or a mobile outdoor compressor designed to function as a failover unit for Clayville, in accordance with specifications on file in the office of the Purchasing Agent; and

WHEREAS, on December 11, 2025, bids were received, duly opened and read aloud, being referred to the Business Administrator for tabulation, evaluation, report, and recommendation; and

WHEREAS, the Business Administrator has, under date of January 20, 2026, submitted a written report and tabulation of the bids received and has recommended that an open-end contract for the purchase of an Electric Generation Air Compressor for Unit 11 of the Vineland Municipal Electric Utility-Generation Division, COV BID #2025-43, with an option to purchase one (1) additional identical air compressor for the Clayville Unit 1 within one (1) year of the contract award or a mobile outdoor compressor designed to function as a failover unit for Clayville, be awarded to Atlas Copco Compressor, LLC, Roack Hill, SC, in the amount of $124,000.00, said bid being the lowest responsive responsible bid received and considered in the best interest of the City of Vineland; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said open-end contract for the purchase of an Electric Generation Air Compressor for Unit 11 for the Vineland Municipal Electric Utility-Generation Division, COV BID #2025-43, with an option to purchase one (1) additional identical air compressor for the Clayville Unit 1 within one (1) year of the contract award or a mobile outdoor compressor designed to function as a failover unit for Clayville, be and the same is awarded to Atlas Copco Compressor, LLC, Rock Hill, SC, in the amount of $124,000.00, said bid being the lowest responsive responsible bid received and considered in the best interest of the City of Vineland, and the Purchasing Agent be and the same is hereby authorized and directed to issue purchase order contract for the same in behalf of the City; and

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified that the funds for the contract to be awarded herein are available.

Adopted: January 27, 2026

President of Council pfs

ATTEST: January 27, 2026

City Clerk rgf