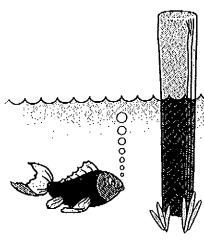
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	[AIR HOSE AND F						1									
	BUBBLE HOSE, LEA PILING DE-ICE S										\$ 656,25					
00002	COMMODITY CODE:			25.000		EACH		26.25					5			
	ITEM DESCRIPTION LEADER HOSE, BU															
00003					25.000		EACH		17.90			\$ 447.50		0		
[AIR HOSE AND FITTINGS] ITEM DESCRIPTION: FITTINGS, UNDERWATER T FITTINGS FOR PILING DE-ICE SYSTEM																
	N BY RECEIVING AGENCY	: I certify	that the above	articles ha	ve been						CER: 1 certify	that	this Pay	ment Vo	ucher is co	rrect
received or services rendered as stated herein.					ll an	and just, and payment is approved.										
_	em Vu	Signature				-	-			-	Authorizes 5	Ignature			_	-
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Bubble Air, Inc.

Bubbler De-Icing Systems Pond Aeration Systems

Invoice

Date	Involce #
11/27/2013	125

Bill To	_	
Leonardo State Marina 102 Concord Ave. Leonardo, NJ 07737 Atin: Bill Rainaud		

Shìp To

Leonardo State Marina
102 Concord Ave.

Leonardo, NJ 07737

P.O. Number	Terms	Rep	Ship	Via	F,O,B.	Project
7878883	Due on receipt		11/27/2013	UPS		
Quantily	Ilem Code		Description	Price Each	Amount	
	BH50	BH 50 ft, bubl	oler hose	98.30	1,966.0	
25	LH12	leader hose	•		26.25 17.90	656.2 447.5
25	TT71	fittings			17,50	447.0
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1	Department of Environmental Protection AGENCY PURCHASE ORDER FOR										10/8/1	3	14
TERM CONTRACT / DPA PURCHASES								TOTAL AMOUNT					
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VEND	OR INFO	RMATI	ON				SH	P F.O.B. DES	TINATION	TO:	· · · · · · · · · · · · · · · · · · ·		
NAME	Bub	ble Air, I	Inc.					S016 Le	eonardo St	ate Marina			
ADDRE	507	Camden						102 Cor	cord Ave	nue			
AUDIC		restown,	, New Jersey	08057			1	Leonard	o, NJ 077	37			
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Quai	•	AID II.	OSE AND E	TTNEC	* List Price:		5.25	Disc. F BLE HOSE S	rico.	BIEG EAD	Amount	- 65	6.25
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State of New Jersey TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to AGENCY REP. NO. (see proposal cover sheet) in all written

and verbal correspondence.

1. CORPORATE AUTITORITY - All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Porms are available by contacting the Office of the Secretary of State, Trenton, NJ.

ANTI-DISCRIMINATION . All parties to any contract resulting from this proposal agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38.

THE WORKER AND COMMUNITY RIGHT TO KNOW ACT . The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the confractor in compliance with the provisions of the

4. COMPLYANCE-LAN'S - The contractor must comply with all local,

and to the goods delivered or services performed.

5. COMPLIANCESTATE LAWS - It is agreed and understood that eny contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties liereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

COMPLYANCE-CODES - The contractor must comply with the Now Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Dasic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible

for securing and paying for all necessary permits, where applicable, LIABILITY-COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agenu, servanu and employees, fiarmices from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented of unpatented invention, article or appliance furnished or

used in the performance of this contract.

INDEMNIFICATION - If it becomes necessary for the contractor elther as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or properly during the progress of work covered. The confinctor will be responsible for, indemnify and save hinnies the State for accidents, injuries or damages that may occur from such work.

INSURANCE - The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person naising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates of such insurance to the State unon rentiest.

10. PERFORMANCE GUARANTEE OF DIDDER - The bidder

califies that:

a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

All equipment supplied to the State and operated by electrical current is Ut. listed where applicable.

Por all equipment purchases; the bldder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, tegateless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to nicet the requirements of the contract

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order, The contract shall not be considered complete until final approval by the Stato's vising agency is rendered.

- 1). DRAND NAME ALTERNATIVES Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive material will be judged. Competitive items must be equal to the standard described and be of the same regulation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed. now on the market, but not previously available. Where specifications are etteched describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the blider, it will be presumed and required that material as described in the proposal be delivered.
- 12. PRICE QUOTATIONS lisert prices for flurishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transponation charges fully

prepaid by the contractor, P.O.B. Destination.

13. TAX CHARGES - The State of New Jersey is exempt from State sales or uso taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Pederal Excise Tax Exemption

number (s 22-75-0050K,
14. DELIVERY - F.O.D. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The tivights and measures of the Stato's using agency receiving the shipment shall govern.

 15. FAYÑIENT - Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

- 16. NEW JERSEY PROMPT PAYAMENT ACT The New Jersey Prompt Payment Act requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State payment youther or within 60 days of receipt and acceptance of goods and services, whichever is
- 17. CASH DISCOUNTS Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher
 - The date on the check issued by the State in payment of that youther shall be deemed the date of the State's response to that voucher,
- 18. STANDARDS PROTEBITING CONFLICTS OF INTEREST All contracts or purchase agreements needs with the State of Novy Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the tobney gainniw-brgwa

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ADOVE. NAME: WILLIAM A VAN FOSSEN TITLE: PRESIDENT

PB-AAF.L RS/26/09

Affirmative Action Supplement

AFFRIMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bld Numbers Olddors

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Ourling 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 saxual orientation, gender identity or expression, disability, nationality or sax. Except with respect to affectional or saxual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and amployment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, effectional 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; layoif 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 amployment, notices to be provided by the Public Agency Compilance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for amployees placed by or an 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, 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. 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 at 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 afford equal employment apportunities 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.

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.

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, creed, color, national origin, ancestry, marital statue, 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 Faderal 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compilance as may be 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 Public Contracts Equal Employment Opportunity Compilance for conducting a compilance investigation pursuant to <u>Subchapter 10</u> of the Administrative Code at N.J.A.C. 17127.

* NO FIRM MAY BE IGSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE APPIRMATIVE ACTION REGULATIONS

ECEASE LHELR APPROPRIATE BOX (ONE ONLY)
i have a current new jersey affirmative action certificate, (please attach a copy yo your proposal),
I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY YO YOUR PROPOSAL)

🔣 I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.