



NEW JERSEY WATER SUPPLY AUTHORITY

P.O. BOX 5196 • CLINTON, N.J. 08809 • (908) 638-6121 • (908) 638-5241 (FAX)

Purchase Order Agreement WSA C26028M

This Purchase Order Agreement (Agreement) between the New Jersey Water Supply Authority (Authority) and «Company_Name», «Company_Address», «City», «State» «Zipcode» (Vendor) covers all cost for the following services:

The Vendor shall provide all services required for Herbicide Monitoring Laboratory Services for the Manasquan Reservoir, Howell Township, Monmouth County, New Jersey for a total cost not to exceed amount of XXX (\$XXX) dollars.

The above cost and description of work are shown on Vendor's Quote No. WSA Q26028M dated XXX, set forth in Exhibit A. Section IV – Specifications, including the terms and conditions included therein, shall be made a part of this Agreement as set forth in Exhibit B.

Authority Representation

Kyle Clonan shall represent the Authority and can be reached at 908-730-0270 ext 2223 or kclonan@njwsa.org.

Period of Performance

This Agreement shall be for a period of seven (7) months commencing from June 1, 2026.

Agreed upon and entered into:

NJ WATER SUPPLY AUTHORITY

«Company_Name»

Marc Brooks, Executive Director

Name Printed /Signature

Date

Date

ADDITIONAL TERMS AND CONDITIONS:

Price Change

All prices shall be firm and not subject to increases during the period the Agreement is in effect. Any reduction in costs will be noted and invoiced on the basis of reduced prices.

Payment Procedures

The Vendor shall initiate billing against this Agreement by signing and dating the purchase order voucher and forwarding it along with an itemized invoice to the Authority for payment.

Invoices presented to the Authority for payment must include verifiable information as to the payments made to each of the eligible subvendor(s) during the period covered by the Vendor's (prime vendor) invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime vendor.

The Authority shall determine the acceptance of services stated herein as satisfactory and complete. The Vendor shall correct any discrepancies found as soon as possible. Processing of the Vendor's invoice and Purchase Order voucher for payment may be delayed until all discrepancies, if any, have been corrected.

The Authority shall render payment upon acceptance of the goods and services and receipt of the Vendor's invoice and Purchase Order Voucher. Terms are net 30 days, F.O.B. Clinton, New Jersey.

The Vendor shall further maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request, subject to N.J.A.C. 17:44-2.2.

Default

The Authority, by written notice of default to the Vendor, may terminate the whole or any part of this agreement in any one of the following circumstances:

(1) If the Vendor fails to perform the services within the time specified herein or any extension thereof, except for delays due to causes listed in Paragraph entitled "Delays"; or

(2) If the Vendor fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of seven (7) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure; or

(3) If the Vendor becomes insolvent or goes into liquidation or receivership or admits to the benefits of any procedure for the settlement of debts or be declared bankrupt.

In each and every instance stated above, the Authority may procure, upon such terms and in such a

manner as the Authority may deem appropriate, supplies or services the same as or similar to those so terminated, and the Authority may proceed to avail itself of any and all appropriate remedies.

If, after notice of termination of the agreement under this provision, it is determined for any reason that the Vendor was not in default, the Agreement shall be equitably adjusted to compensate for such termination and the Agreement modified accordingly. The rights provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

Delays

The Vendor shall not be liable for delays in performance of its obligations, and the date on which the Vendor's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay was due to causes beyond the Vendor's control and not due to its fault or negligence, which include, but are not limited to, the following:

(1) Acts of God, unforeseeable circumstances, sustained inclement weather conditions, acts (including delay or failure to act) of any governmental authority, fires, strikes, labor stoppages, sabotage and interruptions of essential services and supplies such as electricity, natural gas, fuels, and water.

(2) Inability due to causes beyond the Vendor's reasonable control to timely obtain necessary and proper labor, materials, components, facilities or transportation when such items cannot be reasonably obtained from another source.

Partial failure of performance due to any of the aforementioned causes shall not in itself terminate the Agreement or excuse any failure by the Vendor to resume all obligations once the cause for the delay is no longer valid.

In the event the Vendor is affected in the performance of its obligations by any of the aforementioned causes, it shall give the Authority verbal notice by the beginning of the next working day at 908-638-6121(primary) and prompt written notice within five (5) days of that fact, together with satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by the Vendor to remove such cause(s) of nonperformance and to minimize its affects and shall continue the performance of its other obligations under the Agreement. In the event the delay extends for a period exceeding two (2) weeks, the Vendor and the Authority shall negotiate a postponement or termination of the Agreement.

Termination for Convenience

The Authority may, at any time, and without cause, terminate this Agreement in whole or in part, specifying the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective, provided written notice has been issued to the Vendor five (5) days prior to such proposed termination date.

Promptly after the effective date of termination, the Vendor shall submit its claims and be paid for all costs incurred prior to the termination that are approved by the Authority. In the event of termination and subject to the terms as set forth herein, any monies paid by the Authority that exceed

the value of the Vendor's claim as set out above shall be refunded to the Authority within thirty (30) days after conclusion of the termination settlement.

State Nondiscrimination/Affirmative Action Provisions

During the performance of this contract, the consultant agrees as follows:

The consultant or subconsultant, 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 consultant 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 consultant 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 consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 consultant or subconsultant 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 consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The consultant and its subconsultants shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Americans with Disabilities Act

The Vendor and the Authority do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Authority pursuant to this Agreement, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Vendor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the Vendor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expenses to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Vendor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the Vendor pursuant to this Agreement will not relieve the Vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

New Jersey Business Certification

The Authority requires the Vendor to provide valid proof of business certification with the State of New Jersey Division of Revenue (Business Certification) prior to contract execution (NJSA 52:32-44). The Vendor shall also forward to the Authority Business Certifications for all subcontractors utilized by the Vendor to perform any contract work. The Authority is prohibited from executing a contract for which a valid proof of a Vendor's Business Certification has not been produced. The Authority shall withhold contract payments in the event a Vendor fails to provide subcontractor's Business Certification(s).

Subcontracting Requirement

N.J.A.C. 17:13-4 et seq. and Executive Order 71 mandate that if the Vendor proposes to utilize a subcontractor(s), the Vendor must make a good faith effort to award a goal of 25 percent (25%) of the dollar value of its contract to New Jersey-based, Division of Revenue-Small Business Enterprise Unit-registered businesses as follows: with regard to goods and services contracts at least 10 percent (10%) shall be awarded to small businesses whose gross revenues do not exceed \$500,000; at least an additional 15 percent (15%) shall be awarded to the additional categories of small businesses whose revenues do not exceed \$12 million or the applicable Federal revenue standards established at 13 CFR 121.201, incorporated herein by reference, whichever is higher. In regard to design and construction contracts, a goal of 25 percent (25%) of the total dollar value of its contract to either prime Vendors or subvendors that qualify as small businesses with revenues that do not exceed the annual revenue standards established at 13 CFR 121.201.

Pursuant to N.J.A.C. 17:14-1.1 et seq., if Consultants propose to utilize a subconsultant(s), the Consultant must make a good faith to meet the set-aside subcontracting targets of awarding a total of three percent (3%) of the value of the contract to eligible registered disabled veteran owned

businesses.

Should the Vendor propose to utilize a subvendor(s) to fulfill any of its obligations, the Vendor shall be responsible for the subvendor's(s): (a) performance; (b) compliance with all the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The Vendor must provide to the Authority a detailed description of services to be provided by each subvendor, referencing the applicable Section or Subsection of the IFB.

The Vendor should provide to the Authority detailed resumes for each subvendor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subvendor is designated to perform.

The Vendor should provide to the Authority documented experience to demonstrate that each subvendor has successfully performed work on contracts of a similar size and scope to the work that the subvendor is designated to perform in the Vendor's proposal.

Invoices presented to the Authority for payment must include verifiable information as to the payments made to each of the eligible subvendor(s) during the period covered by the prime Vendor's invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime Contractor.

The Vendor agrees to enter and maintain current payment and contract data for subvendors via the Supplier Diversity Management System (<https://nj.diversitycompliance.com/>), which is a requirement of the New Jersey Office of Diversity and Inclusion within the Department of the Treasury.

Indemnification

The Vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, agents and employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Vendor or through any improper or defective machinery, implements or appliances used by the Vendor in the Project, or through any act or omission on the part of the Vendor or his agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

In any and all claims against the Authority or its employees by any employees of the Vendor, any Subvendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification obligation under this Section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Vendor or any Subvendor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

Insurance Requirements

The following insurance is required:

Commercial General Liability Insurance covering bodily injury, property damage, personal and advertising injury, independent contractors and contractual liability, products and completed operations liability for One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate; (\$2,000,000) products and completed operations aggregate

Specific Provisions:

1. The policy shall be issued by an insurance carrier with an AM Best rating of at least (A) and financial size category of at least VIII and licensed and authorized to conduct business in the State of New Jersey.
2. All insurance coverage shall cover the scope of services to be delivered under this Agreement.
3. The insurance policy shall name "The New Jersey Water Supply Authority and the County of Monmouth and their employees and officers" as additional insured(s) on a primary and noncontributory basis. The contract number, WSA-C26028M, shall also be listed.
4. The Consultant shall submit proof(s) of insurance to the Authority for all insurance required under this section and shall attach relevant endorsements evidencing the required terms. All of the policies of insurance so required to be purchased and maintained (or certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Authority by certified mail. Consultant's policies may have an exception for cancellation due to failure to pay (10 days' notice for cancellation due to nonpayment of premiums). Letters are sent via regular mail from Consultant's insurance companies.
5. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Authority. The Contractor shall be responsible for the payment of any deductible or self-insured retention.
6. Upon request, Contractor shall furnish the Authority with a complete copy of the policy, including all endorsements, required by the Contract.
7. Consultant's failure to procure or maintain the insurance required by this Section during the entire term of the Contract shall constitute a material breach of this Contract under which the Authority may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the Authority's interest and pay any and all premiums in connection herewith, and withhold or recover all monies so paid from the Consultant.

The Vendor shall not proceed with any work under the Agreement until the required insurance coverage are obtained and bound.

Address Information

The Vendor shall submit Invoices to the addresses indicated below:

Submission of Invoices ONLY: New Jersey Water Supply Authority, 1851 Route 31 P.O. Box 5196, Clinton, NJ 08809. Telephone 908-638-6121 ext. 230; fax 908-638-5961.

Purchase Order Remaining Valid

If any provision of this contract is determined to be ineffective or invalid under the laws of the State of New Jersey, all other provisions shall remain effective and valid, provided the purpose of the remaining valid and effective provisions is not frustrated.

Waiver of Breach

The failure of either party, at any time, to require performance by the other party, of any provision of this contract, shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this contract does not constitute a waiver of any succeeding breach, of the same or any other such provision, nor shall it constitute a waiver of the provision itself.

Assignment

This contract shall not be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Authority. Unless specifically stated in any written consent by the Authority, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Money due or to become due the Vendor shall not be assigned, unless with the consent of the Authority, but nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Vendor for the benefit of his creditors made pursuant to the statutes of the State of New Jersey.

Applicable Law

This contract shall be construed according to the laws of the State of New Jersey, insofar as existence of the contract as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

Amendments

This contract may be modified or amended only by a written instrument executed by the Authority and the Vendor.

Restrictions on Political Contributions

Pay to Play Prohibitions: pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically,

N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;

- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or Vendor with the intent or understanding that such lobbyist or Vendor would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including Contractors, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the legislation.

Political Contribution Disclosure: the Vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the Vendor receives one (1) or more contracts valued at \$50,000 or more. It is the Vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1 (888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

Standards Prohibiting Conflicts Of Interest

The following prohibitions on Vendor activities shall apply to all contracts or purchase agreements made with the Authority, pursuant to Executive Order No. 189 (1988): a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Authority with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.,S.A. 52:13D-13G; b)The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from any Authority vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive commission on Ethical Standards; c) No vendor may, directly, or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer of employee having any duties or responsibilities in connection with the purchase , acquisition or sale of any property or service by or to the Authority thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13G. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest; d) No vendor shall influence, or attempt to influence

or cause to be influenced, any Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee; e) No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and f) the provisions cited above in a through e shall not be construed to prohibit an Authority officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under Paragraph c.

Sales & Use Tax Act

With respect to goods and services sold in the State of New Jersey, the Vendor is directed to the New Jersey State Sales and Use Tax Act. The Authority is an exempt organization of the type described in subsection (a) of Section 9 of the Act; therefore, the Vendor shall not include any costs for New Jersey State Sales and Use taxes on the services and goods required under this Agreement. A copy of the exemption certificate is available upon request.

Set-Off For State Tax

Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

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

Entire Agreement

Provisions contained herein or incorporated herein by reference constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof