



*“Protecting Public Health and the Environment”*

CONTRACT NO. B002  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

FOR

SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS  
FOR A TWO (2) YEAR PERIOD

JUNE 2015

## TABLE OF CONTENTS

### DIVISION 0 - BIDDING REQUIREMENTS

00000	BID DOCUMENT SUBMISSION CHECKLIST
00100	INVITATION TO BID AND INSTRUCTION TO BIDDERS
00300	BID FORMS – PROPOSAL
00301	BID BOND
00302	SURETY COMPANY CERTIFICATE
00303	STATEMENT OF OWNERSHIP
00304	AFFIRMATIVE ACTION COMPLIANCE
00305	BID SHEET
00306	NON-COLLUSION AFFIDAVIT
00400	SUPPLEMENTS TO BID FORMS
00401	REFERENCE QUESTIONNAIRE
00402	ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM
00403	SUBCONTRACTOR LISTING
00404	PUBLIC WORKS CONTRACTOR REGISTRATION
00500	CONTRACT AGREEMENT
00700	GENERAL CONDITIONS
00800	SUPPLEMENTAL CONDITIONS
00900	REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51 (CH51.1 R1/21/2009)

### DIVISION 1 - GENERAL REQUIREMENTS

01010	SCOPE OF WORK
01011	ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS
01025	PAYMENT
01037	REPLACEMENTS
01038	CARE AND PROTECTION OF PROPERTY AND MATERIALS
01040	CONCURRENT WORK AND OTHER CONTRACTORS
01046	WORKING HOURS
01047	CONTRACTOR'S WORK FORCE
01048	SUBCONTRACTS AND SUBCONTRACTORS
01049	WORK BY PVSC PERSONNEL
01300	SUBMITTALS
01310	SCHEDULING
01420	INSPECTION AND ACCEPTANCE
01421	DEFECTIVE WORK, EQUIPMENT OR MATERIALS
01422	OWNER'S RIGHT TO DO WORK AND THREE-DAY CLAUSE
01602	TOOLS, EQUIPMENT AND UTILITIES
01603	SAFETY
01604	MATERIALS HANDLING AND STORAGE
01630	DOMESTIC PRODUCTS AND MATERIALS
01710	QUALIFICATION OF CONTRACTOR
01720	TRADE PRACTICE/SUPERVISION
01730	WARRANTY AND QUALITY ASSURANCE

DIVISION 2 - SITE WORK	**
DIVISION 3 - CONCRETE	**
DIVISION 4 - MASONRY	**
DIVISION 5 - METALS	**
DIVISION 6 - WOOD AND PLASTIC	**
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	**
DIVISION 8 - DOORS AND WINDOWS	**
DIVISION 9 - FINISHES	**
DIVISION 10 - SPECIALTIES	**

DIVISION 11 - EQUIPMENT \*\*

DIVISION 12 - FURNISHINGS \*\*

DIVISION 13 - INSTRUMENTATION AND CONTROL

13050 GENERAL  
13051 SCOPE OF WORK  
13052 QUALITY ASSURANCE  
13053 QUALIFICATIONS – GENERAL  
13054 MATERIALS, PARTS AND SUPPLIES  
13055 OEM or SPECIALTY SUBCONTRACTOR SERVICES  
13056 SUBMITTALS  
13057 JOB CONDITIONS  
13058 PRODUCTS  
13059 EXECUTION  
13060 FIELD EQUIPMENT / RENTAL EQUIPMENT / RENTAL RATES

DIVISION 14 - CONVEYING SYSTEMS \*\*

DIVISION 15 - MECHANICAL \*\*

DIVISION 16 - ELECTRICAL \*\*

**\*\* NOT PART OF CONTRACT**

**APPENDIX 1**

**State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)**

**APPENDIX 2**

**Disclosure of Investment Activities in Iran Form**

**00000      BID DOCUMENT SUBMISSION CHECKLIST**

**Contract No. B002**  
**SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS**

	<b>Item</b>	<b>Contract Section</b>	<b>Initial Each Item Submitted with Bid</b>
1.	<b>Invitation to Bid and Introduction to Bidders</b>	<b>00100</b>	
2.	<b>Signature</b>	<b>00300</b>	
3.	<b>Contractor's NJ Department of Treasury Business Registration Certificate</b>	<b>00300</b>	
4.	<b>Bid Bond or Certified Check</b>	<b>00301</b>	
5.	<b>Surety Company Certificate</b>	<b>00302</b>	
6.	<b>Statement of Ownership</b>	<b>00303</b>	
7.	<b>Affirmative Action Compliance</b>	<b>00304</b>	
8.	<b>Bid Sheet</b>	<b>00305</b>	
9.	<b>Contract Period</b>	<b>00305 Item A</b>	
10.	<b>Submittal of Bid</b>	<b>00305 Item O</b>	
11.	<b>Non-Collusion Affidavit</b>	<b>00306</b>	
12.	<b>Supplement to Bid Form</b>	<b>00400</b>	
13.	<b>References</b>	<b>00401</b>	
14.	<b>Acknowledgment of Receipt of Changes to Bid Documents</b>	<b>00402</b>	
15.	<b>Subcontractor's Listing</b>	<b>00403</b>	
16.	<b>Public Works Contractor Registration</b>	<b>00404</b>	
17.	<b>Insurance Requirements</b>	<b>00727</b>	
18.	<b>Hazardous Material (MSDS)</b>	<b>00826</b>	
19.	<b>Notice to all State Vendors</b>	<b>00833</b>	
20.	<b>State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)</b>	<b>Appendix 1</b>	
21.	<b>Disclosure of Investment Activities in Iran</b>	<b>Appendix 2</b>	

**SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.**

Name of Bidder:  
 (Company Name) \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



Certified checks will be returned to all except the three (3) lowest formal bidders within ten (10) days after the formal opening of bids, (Sundays and Holidays excepted) and the remaining cash or checks will be returned to the unsuccessful bidders within three (3) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in Section 00303.

**All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44 et seq. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone 609-292-1730. Failure to submit proof of registration (prior to contract award, in accordance with the 2009 Amendment to N.J.S.A. 40A:11-23.2) requires mandatory rejection of bid as a non-waivable defect. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.**

**No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238, amended 2003, c.91. s.2 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.**

**The Bidder shall submit a copy of the Public Works Certificate of Registration issued by the Commissioner of Labor with the Bid.**

**Each contractor shall, after the bid is made, prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L. 1999, c.238; amended 2003, c.91, s.2.**

If awarded a contract your company/firm shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et seq.) or subsection e. of section 92 of PL 1977, c 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).

**All bidders on this contract are required to be eligible for contract award under the terms and conditions of New Jersey Executive Order Number 134 as described in the subsequent bid documents.**

The bidder to whom a contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter 127, Affirmative Action Compliance.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address given him, that the contract is ready for signature; and in case of his failure or neglect so to do, Passaic Valley Sewerage Commission may, at their option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

Bid security will be held in lieu of a performance bond for the duration of the contract, at which time it will be returned to the contractor.

The bidder must file simultaneously with his bid a sworn statement, giving evidence of availability of required facilities and equipment as called for to carry out the terms of the contract and proof that such facilities will be in the possession of the contractor at the time of contract commencement.

The successful bidder shall be solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

**Prior to commencing any work at the site the Successful Bidder shall designate in writing to PVSC the name of the person who is their on-site safety officer.** The successful bidder shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The successful bidder shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work. Submission of a bid on this project shall constitute a representation by the bidder that it has obtained, reviewed and will comply with the requirements of the Construction Safety & Health Manual, referenced above, as well as all other Federal, State and Local safety requirements. Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid should they deem it to be in their interest so to do, e.g. pursuant to law, the LPCL, N.J.S.A. 40A:11-13.2. Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest so to do, i.e. pursuant to law, the LPCL, N.J.S.A. 40A:11-13.2.

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at:

[http://www.state.nj.us/treasury/purchase/forms/DPA\\_Form\\_Packet.pdf](http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf) (page 6 of 17) and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. **It is the**

**responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

Questions and request for proposals shall be directed, electronically or in writing, to the Passaic Valley Sewerage Commission Purchasing Department for official response.

The contact information for the Purchasing Department is as follows:

Thomas Fuscaldo  
PVSC Purchasing Agent  
600 Wilson Avenue  
Newark, NJ 07105  
Phone: (973) 817-5702  
Email: [tfuscaldo@pvsc.nj.gov](mailto:tfuscaldo@pvsc.nj.gov)

**Contract No. B002**

---

**Clerk**

Date: \_\_\_\_\_



PASSAIC VALLEY SEWERAGE COMMISSION  
PROPOSAL TO

SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS

To: PASSAIC VALLEY SEWERAGE COMMISSION

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principles are named under the bid signatures, that the proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission, in the form of the copy of the Contract deposited in the office of the Passaic Valley Sewerage Commission, to perform all the work described in the contract specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following sums, exclusive of all taxes, to wit:

If this proposal shall be accepted by the Passaic Valley Sewerage Commission, and the undersigned shall fail to contract as aforesaid, within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commission may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the Bid Bond or certified check and the proceeds thereof for in an amount of not less than \$1,000.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said default; otherwise the accompanying Bid Bond or certified check shall be returned to the undersigned.

Signature of bidder with residence and business address.

RESIDENTIAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUSINESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

The names and residences of all persons and parties interested in the foregoing bid, as principals, are as follows:

In case of a corporation, give names of President, Treasurer and Manager.

---

---

---

---

---

Bidder's New Jersey Business Registration Certificate Number:

---

(Also Provided Copy of Certificate)

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the Passaic Valley Sewerage Commission to judge his experience, skill and business standing.

This requirement will be fulfilled by completion of the "**Certification Questionnaire**" included in Section 00401 – Reference Questionnaire.



**00302 SURETY COMPANY CERTIFICATE**

**(To Accompany Proposal)**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the \_\_\_\_\_  
\_\_\_\_\_  
(Name of Surety Company)  
corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey, certifies and agrees, that if Contract B002 is awarded to \_\_\_\_\_

(Name of Bidder)

undersigned corporation will execute the Bond or Bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

\_\_\_\_\_  
(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)



**00304 AFFIRMATIVE ACTION COMPLIANCE**

**IF AWARDED A CONTRACT, YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND EXECUTION THEREOF:**

Pursuant to Public Law 1975, C. 127 (NJAC 17:27), Affirmative Action Compliance is required by contractors bidding on contracts let by Public Agencies (see Section 00737). Prior to the award and execution of the contract, the low bidder must furnish the Passaic Valley Sewerage Commission with the following documentation:

The Public Agency may require the construction contractor that is to be awarded the contract to submit their **Initial Project Workforce Report** (copy marked Public Agency) at the time the signed contract is returned to the Agency.

Note: The Initial Project Workforce Report (A.A. 201) must be submitted by the **third day after the signing of the construction contract.**

If the construction contractor does not submit the Initial Project Manning Report (A.A. 201) within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the contractor does not submit the Affirmative Action document, the Public Agency must declare the contractor as being non-responsive and may award the contract to the second lowest responsible bidder.

**00305 BID SHEET (Including Terms and Conditions Applicable to the Proposal)**

**Contract No. B002  
SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS**

Name of Contractor: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Mailing Address must include Street Address)

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

- A. The contractor shall provide supervision, labor, equipment, materials and supplies necessary to perform miscellaneous PVSC SCADA SYSTEM INTEGRATION services on an as needed basis.

It is the intent of this contract to provide for supplementary repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks.

All work shall be performed on a time and material (T&M) basis and shall be in accordance with the contractor's T&M Schedule which shall be submitted with the bid and will become part of this contract. The schedule shall specify all supervision, labor, materials and equipment on a per unit time basis.

The work required under this contract is indeterminate; consequently there is no fixed contract amount. When a specific task is required, a "not to exceed" price and a time frame will be established.

Costs for supervision and labor shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses. The minimum billable time for a call in will be four (4) hours.

Costs for the Contractor to supply rental equipment that is not included within this contract shall be billed at cost +15% Markup. The pricing of all rental equipment must be reasonable and competitive with prevailing market pricing and as per Equipmentwatch.com Refer to Section 13060 for additional information.

The contractor hourly rate submitted for straight time will cover PVSC's normal working hours of 8:15AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The emergency hourly rate will be used during weekdays after 40 hours per week or for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours.

**The contractor shall insure that all requested repairs, fabrication and programming, etc. shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.**

The contractors shall be available 7 days a week for on-call and emergency service work during the life of this contract and will be compensated at the respective hourly rates.

**MATERIALS AND SUPPLIES SHALL BE BILLED AT COST, PLUS A 15% MARK-UP FEE.**

All rates shown on the bidder T&M Schedule shall be firm and shall be guaranteed for the duration of the Contract.

For purposes of evaluating and comparing bids, the contractor shall provide a cost in accordance with **Section 00400**. Actual billings will be based on the lump sum and unit costs presented by the bidder and actual quantities provided. The contractor will **not be** compensated for any traveling time between place of business and the PVSC Facility where work is to be performed.

**All bid items listed in the Schedule of Lump Sum Tasks and Rates (see Section 00400) shall be filled out in all subsections of this form. Failure to do so would be considered a non-responsive bid and may be cause for the bid to be rejected.**

**The hypothetical work crew described is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.**

**The Commission reserves the right to perform work with its own work force or obtain competitive pricing from a third party. The Commission is also under no obligation to use the contractor's work force.**

The work required under this contract is indeterminate and will be performed on a "Time and Material" basis. When a specific task is required; a "not to exceed" price and time frame will be established for the task. Contractor's time required to develop a cost proposal for any given task or project and the time spent in pre-construction meeting(s) shall not be compensable.

The term of this contract is for a two (2) year period, beginning from the Notice to Proceed date. All prices shall hold firm and not be subject to increase during the term of the contract.

The work shall proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications.

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

- B.** All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is an agency of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.).
- C.** The cost of all Warrantees shall be included.
- D.** The bidder's price shall be inclusive, including all labor, equipment, consumables, inspection and transportation. Bidder shall not include the cost of any services provided by PVSC.
- E.** Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- F.** The Commission reserves the right to award this contract or may accept any alternative that is deemed to be in its best interest, or may reject all bids pursuant to the Local Public Contracts Law.
- G.** The successful Bidder shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the General Conditions, Section 00727. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- H.** It is the bidder's responsibility to visit the PVSC facilities to inspect and to verify all locations, dimensions, conditions and access as needed to perform the contract work. Arrangements for the site visit can be made by contacting Mr. John Bolcar at (973) 817-5790.
- I.** No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.
- J.** Only Bidders with 10 years of experience with a similar type of work and necessary licenses will be considered. See section 01710. Certification of this experience, and the names and addresses of at



least three (3) customers from whom similar work was performed within the last three (3) years, shall be supplied with the bid. A certification questionnaire form is included for the Contractor's convenience.

- K. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- L. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.
- M. Payment will be made in accordance with the Schedule as specified in Division 1, Section 01025.
- N. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due. All exceptions contained in N.J.S.A. 2A:30A-2(a) shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

§

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_, of full age, being duly sworn according to law, on my oath depose and say that:

I am \_\_\_\_\_, of \_\_\_\_\_, the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Sworn on Behalf of: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of New Jersey

**T&M SCHEDULE**

For purposes of evaluating and comparing bids, the Bidder shall provide the following cost to maintain a hypothetical work crew for the periods described, including a hypothetical material cost.			
Hourly Rate per Person shall include all wages, labor, travel, taxes, insurance (including Liability Insurance), overhead, licenses, qualifications, equipment, profit and all other mark-ups and costs.			
YEAR 1		YEAR 2	
Hourly Rate		Hourly Rate	
A. Emergency Troubleshooting and Repair – (Response in 4 Hours)		D. Emergency Troubleshooting and Repair – (Response in 4 Hours)	
1. Instrumentation & Controls Engineer (BS in Electrical Engineering with Supervisor licensed as a NJ PE in EE) \$ _____/Hr. x 10 Hrs.	= \$ _____ (A1)	1. Instrumentation & Controls Engineer (BS in Electrical Engineering with Supervisor licensed as a NJ PE in EE ) \$ _____/Hr. x 10 Hrs.	= \$ _____ (D1)
2. Instrumentation & Controls Technician/Programmer \$ _____/Hr. x 40 Hrs.	= \$ _____ (A2)	2. Instrumentation & Controls Technician/Programmer \$ _____/Hr. x 40 Hrs.	= \$ _____ (D2)
3. Licensed Electrician \$ _____/Hr. x 10 Hrs.	= \$ _____ (A3)	3. Licensed Electrician \$ _____/Hr. x 10 Hrs.	= \$ _____ (D3)
B. Non-Emergency – Hourly Rate (includes troubleshooting, repair and all other work).		E. Non-Emergency – Hourly Rate (includes troubleshooting, repair and all other work).	
1. Instrumentation & Controls Engineer (BS in Electrical Engineering with Supervisor licensed as a NJ PE in EE) \$ _____/Hr. x 10 Hrs.	= \$ _____ (B1)	1. Instrumentation & Controls Engineer (BS in Electrical Engineering with Supervisor licensed as a NJ PE in EE) \$ _____/Hr. x 10 Hrs.	= \$ _____ (E1)
2. Instrumentation & Controls Technician/Programmer \$ _____/Hr. x 40 Hrs.	= \$ _____ (B2)	2. Instrumentation & Controls Technician/Programmer \$ _____/Hr. x 40 Hrs.	= \$ _____ (E2)
3. Licensed Electrician \$ _____/Hr. x 10 Hrs	= \$ _____ (B3)	3. Licensed Electrician \$ _____/Hr. x 10 Hrs	= \$ _____ (E3)
4. CAD Designer \$ _____/Hr. x 40 Hrs	= \$ _____ (B4)	4. CAD Designer \$ _____/Hr. x 40 Hrs	= \$ _____ (E4)
5. Panel Shop Wireman \$ _____/Hr. x 80 Hrs	= \$ _____ (B5)	5. Panel Shop Wireman \$ _____/Hr. x 80 Hrs	= \$ _____ (E5)
C. Parts and Supplies – Material Mark-up including all insurance, overhead, profit and any other mark-up shall be fifteen (15) percent.	= \$ <u>23,000.00</u> (C)	F. Parts and Supplies – Material Mark-up including all insurance, overhead, profit and any other mark-up shall be fifteen (15) percent.	= \$ <u>23,000.00</u> (F)
Hypothetical material cost x % markup \$20,000.00 X 1.15		Hypothetical material cost x % markup \$20,000.00 X 1.15	
<b>Year 1: Total (Sum of A1-A3, B1-B5, &amp; C)</b>	<b>= \$ _____</b>	<b>Year 2: Total (Sum of D1-D3, E1-E5, &amp; F)</b>	<b>= \$ _____</b>
<b>TOTAL (Sum of Years 1 and 2)</b>		<b>\$ _____</b>	
Amount Written in Words: _____		Dollars and Cents	

Contract No. B002  
**SCADA SYSTEM INTEGRATION SYSTEM REPAIRS ON AN AS NEEDED BASIS**  
 00401 Supplement to Bid Forms

**REFERENCE QUESTIONNAIRE**

A reference list generated by the bidder is acceptable provided all of the information listed below is supplied.

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION AND CONTRACT PRICE	CHECK PRIME OR SUBCONTRACTOR PR SUB	LIST NAME & TEL. NO. OF PERSON IN CHARGE	APPROX. DATE COMPLETED MO. / YR.

00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Contract No. B002

SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. If there were no revisions or addenda write **NONE** on the top line, sign the acknowledgment below and submit with the bid documents.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder:  
(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

PASSAIC VALLEY SEWERAGE COMMISSION

Contract No. B002 - SUBCONTRACTOR LISTING

Failure to complete this Section may be a cause for the bid to be rejected. If no subcontractors will be used, enter "NONE".

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required).

<u>Work to be Performed</u>	<u>Name(s) and Address of Subcontractor(s)**</u>	<u>License Number(s)</u>
1. Plumbing & Gas Fitting and all Kindred Work	_____ _____ _____	_____
2. Heating and Ventilation and all Kindred Work	_____ _____ _____	_____
3. Electrical Work	_____ _____ _____	_____
4. Structural Steel and Ornamental Iron Work	_____ _____ _____	_____

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**\*\*IMPORTANT NOTE:** Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the Bidder shall submit to PVSC a certificate signed by the bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to PVSC simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

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

PUBLIC WORKS CONTRACTOR REGISTRATION

Contract No. B002

SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS  
FOR A TWO (2) YEAR PERIOD

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 – 56.48 et seq.) amended by P.L. 2003, C91

"No contractor shall bid on any contract for public work as defined in section 2 of P.L 1963, c150 (C34:11 – 56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L 1999, c238 (C34:11 – 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A. 34:11 – 56.51)

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L 1963, c150 (C34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A. 34:11 – 56.50)

2. Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior to the awarding of this contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A. 34:11 – 56.55)

3. On and after August 16, 2003, Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As a practical matter, proof of required registration should be submitted with the Bid].
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Signer - Please type)

**00500      CONTRACT AGREEMENT**

**Contract No. B002  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS  
FOR**

**SCADA SYSTEM INTEGRATION SERVICES ON AN AS NEEDED BASIS  
FOR A TWO (2) YEAR PERIOD**

**THIS AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the "Commission," acting through its Chairman, and

\_\_\_\_\_

a corporation chartered under the laws of the State of \_\_\_\_\_ partnership, individual with principals offices at \_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Contractor."

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

In the event that the contract documents, exclusive of the Contractor's Bid Form, are in conflict with the Contractor's Bid or Bid Form, the provisions, terms and conditions of the Commission Contract Documents and specifications shall bind the parties.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the Commission may approve.

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



Name and addresses of each person or company interested in the Contract:

---

---

---

---

---

---

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

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

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

**PASSAIC VALLEY SEWERAGE COMMISSION**

(SEAL)

BY: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_  
**PASSAIC VALLEY SEWERAGE COMMISSION**

\_\_\_\_\_  
**CONTRACTOR NAME**

BY: \_\_\_\_\_  
**CONTRACTOR**

(SEAL)

ATTEST BY: \_\_\_\_\_  
**CONTRACTOR**

00700

**GENERAL CONDITIONS – INDEX**

- 00701 Knowledge of Contract Conditions & Requirements
- 00702 NOT APPLICABLE TO THIS CONTRACT
- 00703 Obligation of Contractor
- 00704 Engineering Decision Final
- 00705 Bankruptcy of Contractor
- 00706 NOT APPLICABLE TO THIS CONTRACT
- 00707 Claims by Contractor
- 00708 Completion of Work
- 00709 Subcontracts
- 00710 Changes to Contract
- 00711 No Waiver of Contract
- 00712 Claims for Extra Work
- 00713 N. J. Contract Laws
- 00714 NOT APPLICABLE TO THIS CONTRACT
- 00715 NOT APPLICABLE TO THIS CONTRACT
- 00716 NOT APPLICABLE TO THIS CONTRACT
- 00717 NOT APPLICABLE TO THIS CONTRACT
- 00718 Joint Venture
- 00719 Omissions by Sub-Contractors
- 00720 N. J. Statutes
- 00721 Access to Work
- 00722 NOT APPLICABLE TO THIS CONTRACT
- 00723 NOT APPLICABLE TO THIS CONTRACT
- 00724 Save Owner Harmless
- 00725 NOT APPLICABLE TO THIS CONTRACT
- 00726 NOT APPLICABLE TO THIS CONTRACT
- 00727 NOT APPLICABLE TO THIS CONTRACT
- 00728 NOT APPLICABLE TO THIS CONTRACT
- 00729 NOT APPLICABLE TO THIS CONTRACT
- 00730 NOT APPLICABLE TO THIS CONTRACT
- 00731 Lien Against Contractor
- 00732 NOT APPLICABLE TO THIS CONTRACT
- 00733 NOT APPLICABLE TO THIS CONTRACT
- 00734 NOT APPLICABLE TO THIS CONTRACT
- 00735 Extra Work
- 00736 Default of Contractor
- 00737 Affirmative Action
- 00738 Substantial Completion and Inspections

**00700**    **GENERAL CONDITIONS**

**00701**    The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable.

**00702**    **NOT APPLICABLE TO THIS CONTRACT**

**00703**    The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

**00704**    All work done under this contract shall be done to the satisfaction of the Engineer of PVSC, who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or his duly authorized representative.

**00705**    If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or this contract, then PVSC, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.

**00706**    **NOT APPLICABLE TO THIS CONTRACT**

**00707**    All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to PVSC shall, unless otherwise specified to the Contractor in writing, be delivered to the office of PVSC AT 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon PVSC shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

**00708**    No final payment shall be made until the Engineer has certified to PVSC that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.

**00709**    The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of PVSC, nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of PVSC.

**00710**    This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.

**00711**    Neither the inspection by the Engineer or any agent or employee of PVSC, nor any order by PVSC for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by PVSC or the Engineer, nor any possession taken by PVSC or their employees,

shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and PVSC shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

**00712** The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of PVSC; and the failure of PVSC to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.

**00713** Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.

**00714 NOT APPLICABLE TO THIS CONTRACT**

**00715 NOT APPLICABLE TO THIS CONTRACT**

**00716 NOT APPLICABLE TO THIS CONTRACT**

**00717 NOT APPLICABLE TO THIS CONTRACT**

**00718** The Contractor shall not employ any subcontractor that PVSC may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. PVSC may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.

PVSC requests that the contractor provide proof of its business registration with the New Jersey Department of Treasury required at, or before, time of award.

The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State license number and business registration certificate from the NJ Department of Treasury (required at, or before, time of award).

Each contractor shall, after the bid is made, prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L. 1999, c238; amended 2003, c.91, s.4.

**00719** The Contractor agrees that it is as fully responsible to PVSC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**00720** The Contractor will be required to comply with the requirements of Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.

**00721** Representatives of PVSC shall have access to the work when it is in progress. Any inspection costs incurred by PVSC by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

**00722 NOT APPLICABLE TO THIS CONTRACT**

**00723 NOT APPLICABLE TO THIS CONTRACT**

**00724** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless PVSC and its Commission, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor, including sub-contractors, or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this agreement or in the use or occupancy of any facilities or equipment provided by the Indemnified Parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

This section shall apply regardless of whether or not the damage, loss, or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability, or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party.

This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, or its officers, directors, employees, agents, contractors, or sub-contractors to indemnify an Indemnified Party. Contractor's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws, or other employee benefit laws or regulations.

The indemnification obligations of this section shall survive termination or expiration of the Contract.

**00725 NOT APPLICABLE TO THIS CONTRACT**

**00726 NOT APPLICABLE TO THIS CONTRACT**

**00727 NOT APPLICABLE TO THIS CONTRACT**

**00728 NOT APPLICABLE TO THIS CONTRACT**

**00729 NOT APPLICABLE TO THIS CONTRACT**

**00730 NOT APPLICABLE TO THIS CONTRACT**

**00731** Before final acceptance and final or semifinal payment by PVSC, the Contractor shall deliver to PVSC a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should PVSC be compelled to remove or discharge a municipal lien, mechanics lien, notice of intention or secured instrument, the Contractor shall reimburse PVSC for all costs.

**00732** Before final or semifinal payment the Contractor shall deliver to PVSC a consent or the Surety to the final payment. Release of final payment shall act to release PVSC of all claims by the Contractor's performance of the contract.

**00733** **NOT APPLICABLE TO THIS CONTRACT**

**00734** All payments under the within contract shall be upon the written certification of the Engineer.

**To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.**

**00735** The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

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

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

**00736** In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to rescind the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price.

**00737** 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

If the contractor or subcontractor has a referral agreement or arrangement with a The Contractor shall have experience in the construction modifications or maintenance in Sewerage Treatment Plants, Pump Stations or similar facilities.

**The contractor shall insure that all requested repairs shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.**

- (A) A union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or

schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (I.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the



Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (II.) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (III.) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance &

EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**00738 Substantial Completion and Inspections**

**Substantial Completion**

When work (or specified part thereof) has progressed (including and specified operational periods) to a point that the Owner determines that the work is ready for its intended use with contract documents.

**Substantial Completion Inspection**

At the point that the Contractor feels that substantial completion is satisfied, request in writing to the Owner a substantial completion inspection. At or prior to the time the Contractor requests substantial completion the Contractor shall have previously submitted O&M manuals, spare parts, guarantees, warranties, as-built and record drawings, certifications and other documents necessary for close-out of the work. At the substantial completion inspection, the Owner shall: inspect the work, add to the Contractor's list any other items to be completed or corrected; and, determine whether the work is substantially complete. If the work is not substantially complete, the Contractor shall forthwith complete all the items the owner has determined to be needed for substantial completion. Upon completion of such work the Contractor shall request an inspection of such work. When the Owner determines that the work is substantially complete including all claims and compensation therefore have been satisfied, the (Owner and Contractor) shall each sign the Certificate of Substantial Completion and semi-final payment will be released, which excludes retainage and punch list items (with dollar amounts associated) listed in the Certificate of Substantial Completion.

**Final Inspection**

Inspection shall be conducted between the Owner and Contractor to determine if deficiencies have been completed and work is acceptable, so that final payment can be released to the Contractor.

**00800**    **SUPPLEMENTAL CONDITIONS – INDEX**

- 00821**    **Anti-Discrimination**
- 00822**    **Foreign Corporations**
- 00823**    **NOT APPLICABLE TO THIS CONTRACT**
- 00824**    **Statement Of Ownership**
- 00825**    **Use Of Domestic Materials**
- 00826**    **Hazardous Materials**
- 00827**    **NOT APPLICABLE TO THIS CONTRACT**
- 00828**    **NOT APPLICABLE TO THIS CONTRACT**
- 00829**    **Insurance**
- 00830**    **Contract Duration**
- 00831**    **NOT APPLICABLE TO THIS CONTRACT**
- 00832**    **Authority to Audit or Review Contract Records**
- 00833**    **Notice To All State Vendors: Set-Off For State Tax**

**00800 SUPPLEMENTAL CONDITIONS**

**00821 N.J.S.A. 10:2-1 – Anti-Discrimination**

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

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

**00822 N.J.S.A. 14A:13-3 – Foreign Corporations**

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority to do so from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business in the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities:
  - a. Maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitral or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
  - b. Holding meetings of its directors or shareholders;
  - c. Maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
  - d. Maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

**00823 NOT APPLICABLE TO THIS CONTRACT**

**00824 N.J.S.A. 52:25-24.2 – Statement of Ownership**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**00825 N.J.S.A. 52:33-2 and –3 – Use of Domestic Materials**

**52:33-2** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic products and materials shall be acquired or used for any public work. This requirement is specifically set forth in N.J.S.A. 40A:11-18 and is incorporated herein by reference and made a part hereof.

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

**00826 Hazardous Materials**

All hazardous material whether sold, delivered, and/or used to perform a service on the PVSC site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, c315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

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

**00827 NOT APPLICABLE TO THIS CONTRACT**

**00828 NOT APPLICABLE TO THIS CONTRACT**

**00829 INSURANCE**

**00829.1** The Contractor shall furnish PVSC with a Certificate of Insurance covering each policy required under this contract. The Certificate of Insurance shall contain a provision

that in the event of cancellation, PVSC shall receive notice of such intended cancellation twenty (20) days in advance thereof. All required certificates shall be submitted to PVSC upon execution of this contract.

**00829.2** The Contractor shall take up and maintain during the life of this contract New Jersey Statutory Workmen's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and in case any such work or any part thereof is sublet, the contract shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

**00829.3** The Contractor shall take up and maintain the following during the life of the contract:

- a. Contractor Bodily Injury Liability Insurance for not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$500,000.00 on account of one accident.
- b. Contractor Property Damage Liability Insurance in any amount not less than \$1,000,000.00 for damages on account of any one accident.
- c. Automobile Bodily Injury Liability Insurance in any amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$500,000.00 on account of one accident.
- d. Automobile Property Damage Liability Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident.
- e. PVSC as well as the Contractor, shall be named on the public liability and property damage insurance as insured parties.

**00830** **N.J.S.A. 40A:11-17 – Number of Working Days Specified**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

**00831** **NOT APPLICABLE TO THIS CONTRACT**

**00832** **N.J.A.C. 17:44-2.2 (b) : Authority to Audit or Review Contract Records**

- a. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
- b. The contractor shall 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.

**00833** **NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled

to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

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

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

## **00900 PUBLIC LAW 2005, CHAPTER 51 FORMERLY: EXECUTIVE ORDER 134**

### Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to [CD134@treas.state.nj.us](mailto:CD134@treas.state.nj.us) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### Instructions for Completing the Forms

**NOTE:** Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

Part 1: VENDOR INFORMATION

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor's business organization from the list provided.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

**NOTE:** Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

**Check the box at top of page 2 if no reportable contributions have been made by the vendor.** If the vendor has no contributions to report, this box must be checked.

**Name of Recipient Entity** – Enter the full name of the recipient entity.

**Address of Recipient Entity** – Enter the recipient entity's street address.

**Date of Contribution** – Indicate the date of the contribution.

**Amount of Contribution** – Enter the amount of the reportable contribution.

**Type of Contribution** – Select the type of contribution from the list provided.

**Contributor Name** – Enter the full name of the contributor.

**Relationship of Contributor to the Vendor** -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an



individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

#### USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual's spouse or civil union partner and any child residing with that person.<sup>1</sup>
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance

with N.J.S.A. 19:44A-8(b).

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.

<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

### Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

### Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

**NOTE:** The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.

**00901**

**NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING  
WINNING PROPOSAL AND CONTRACT DOCUMENTS**

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **01010 SCOPE OF WORK**

The contractor shall provide supervision, labor, equipment, materials, training and supplies necessary to perform miscellaneous repairs and upgrades to the PVSC SCADA system on an as needed basis. The SCADA system consists primarily of Allen-Bradley Programmable Logic Controllers and Wonderware HMI software. In addition, there are multiple Allen-Bradley PanelView Operator Interface Terminals (OIT) throughout the plant.

It is the intent of this contract to provide for work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs, system modification and new system tasks.

Work shall include but not be limited to the following:

- Emergency Troubleshooting and Repair of SCADA equipment - Troubleshoot and repair errors to PLC, SCADA network, computer equipment and controls. Response onsite will be expected within 4 hours for Emergency.
- Non-Emergency Troubleshooting and Repair of SCADA equipment - Troubleshoot and repair errors to PLC, SCADA network, computer equipment and controls. Response onsite will be expected within 48 hours for Non-Emergency.
- SCADA System Design, Point-to-Point diagrams, shop drawings, Integration, training, O&M's development and Start-Up.
- Panel Fabrication (UL-508A or approved). Mechanical Assembly and Wiring.
- Human Machine Interface (HMI) and SCADA programming. Programmable Logic Controller (PLC) programming and configuration.
- SCADA System Hardware/Software Upgrades
- Parts and Supplies – All equipment provided shall be the same manufacturer as existing equipment and shall be the equivalent model. Reimbursement for supplied equipment shall be as a direct cost plus a standard markup. It is the intent of this contract to require an installation or repair complete in every detail, whether or not indicated in the Specifications.

### **01011 ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS**

Errors in the specifications which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Owner for interpretation.

The Contractor is required to check all dimensions and quantities on any drawings or schedules made available by the Owner, and shall notify the Owner of all errors therein which he may discover by such examination.

### **01025 PAYMENT**

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner for review and approval a breakdown of the lump sum bid in such detail and form as will be acceptable to the Owner for use in facilitating the preparation of monthly estimates for progress payments to the Contractor. The breakdown shall also show the delivered price of material, equipment, and the allowance for installation.

The Owner will make partial payment to the Contractor on the basis of an approved estimate of the work performed during the preceding calendar month by the Contractor, duly approved and certified by the engineer which estimate includes the allowances as noted above. All such

payments shall be considered tentative only, subject to correction in the semifinal estimate, and need not be based on accurate measurement.

In addition to the formal contract documents, the Contractor will receive a copy of a PVSC Purchase Order. To assure proper payment, the PVSC purchase order number must appear on the Contractor's invoice.

After acceptance by the PVSC of an invoice for the items delivered and the work done, the Commission at their next scheduled monthly meeting will pay the amount due, less two (2%) per cent retainage as a guarantee against warranty claims.

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

**01037 REPLACEMENTS**

In the event of damage to any PVSC property or equipment, immediate necessary repairs and/or replacements shall be made subject to the approval of the Engineer, and at no additional cost to the Owner.

In the event of damage to any equipment critical to the Sewerage Treatment Plant, repairs will be made by PVSC and the cost will be backcharged to the Contractor.

**01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS**

From the commencement of the work until its completion, the Contractor shall be solely responsible for damages caused to the property of the Owner, for the care, protection and security of the work covered by the contract, and for all materials delivered to the site or incorporated in the work.

**01040 CONCURRENT WORK AND OTHER CONTRACTORS**

The right is reserved by the Owner to do work using its own forces or other contractors and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Project, and the Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work, as the Owner may direct.

If, in the judgment of the Owner, the joint occupation of the site of the work by the Owner or by two (2) or more contractors working on different contracts at the same time actually impedes progress in the work herein described, the Owner may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.

**01046 WORKING HOURS**

Contractor will have access to the site and work of this contract twenty four (24) hours, seven (7) days per week, including Holidays.

**01047 CONTRACTOR'S WORK FORCE**

The Contractor shall employ a sufficient work force to maintain the schedule established by the Plant Engineer. The contractor is not expected to maintain a full-time workforce on-site unless work is available to maintain such workforce. However, the contractor shall report to the site with adequate workforce to perform all work requested or to make necessary emergency repairs commencing within eight (8) hours of receiving notice from PVSC by telephone, e-mail, US mail and/or fax. Depending on the amount of work assigned, this may require the Contractor to retain additional resources.

**01048 SUBCONTRACTS AND SUBCONTRACTORS**

The Contractor shall, within ten (10) days after "Notice to Proceed" notify the Engineer in writing of the names, addresses and experience records of subcontractors (if any) he proposes for principal parts of the work. PVSC reserves the right to review the qualifications of all subcontractors and to reject any deemed not qualified to perform the work required. Subcontractors must be covered by insurance as required in the General Conditions, Sections 00725, 00726 and 00727.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for acts and omissions of persons directly employed by him. He further agrees that he will bind his subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

**01049 WORK BY PVSC PERSONNEL**

The right is reserved by the owner to do work using its own forces and/or other contractors to do work during the progress and within the limits of or adjacent to the work of this contract, and this contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work.

**01300 SUBMITTALS**

The Contractor shall submit for the Owner's review and approval, Shop Drawings (JIC format) showing the details of all materials, equipment and installations which the Contractor proposes to furnish in conformance with the Specifications. The Shop Drawings shall be reviewed for conformance with all the Contract Documents.

The Shop Drawings shall consist of catalog cuts, manufacturer's details, bill of materials, programming ladder logic, text, drafted drawings, layout drawings, assembly drawings, floor plans and any other documents which describe the item being submitted.

Shop Drawings shall give all ratings, configurations, dimensions and ancillary items in sufficient detail to enable the Owner to pass on the suitability of the equipment, materials or layout for the purpose intended. The drawings shall, where needed for clarity, include outline and sectional views, and detailed dimensions and designations of the kind of material. Drawings for submission shall be coordinated by the Contractor with the drawings previously approved and with the existing space, equipment, structure, and all other requirements of the Contract.

The Contractor shall submit two (2) copies of all Shop Drawings for approval. The Owner shall retain one (1) copies for his records, and return one (1) to the Contractor.

**01310 SCHEDULING**

The contractor shall report to the site with adequate workforce to perform all emergency work requested or to make necessary repairs commencing within business four (4) hours of receiving notice from PVSC by telephone or email.

The contractor shall report to the site with adequate workforce to perform all non-emergency work requested or to make necessary repairs commencing within business forty eight (48) hours of receiving notice from PVSC by telephone, e-mail, US mail and/or fax.

**01420 INSPECTION AND ACCEPTANCE**

Inspection of materials by the Commission' personnel shall not relieve the vendor of any obligations to fulfill the terms of this contract, and any defective part found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such part and materials have been previously overlooked by the engineer and accepted.

**01421 DEFECTIVE WORK, EQUIPMENT OR MATERIALS**

If the Contractor shall fail or neglect to replace any defective work and or material or to discard condemned materials within two (2) days after the service by the Owner of an order to replace such defective work or discard such equipment or materials, or to prove to the satisfaction of the Owner that he is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided. The expense thereof shall be deducted from the monies as are or may become due under this contract; or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the contractor or his Surety. If, during the warranty period provided for hereinafter, any work done in accordance with that article shall be found defective before the end of the warranty period, such defective work shall be made good in the same manner as provided herein. The Owner will have the option at all times to allow the defective or improper work to stand and to accept an equitable deduction from the contract price therefore.

**01422 OWNER'S RIGHT TO DO WORK AND THREE-DAY CLAUSE**

If the Contractor or his subcontractors should neglect to prosecute the work properly or fail to perform any provisions of the contract documents, the Owner, after three (3) days written notice to the Contractor may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**01302 TOOLS, EQUIPMENT AND UTILITIES**

All tools, and equipment, required to perform the work described in the contract shall be provided by the Contractor.

**01303 SAFETY**

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

**Prior to commencing any work at the site the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer.** The contractor shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The contractor shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work.

The Contractors designated on-site safety officer shall be in charge of all of the safety programs of the Contractor and will be responsible to ensure the proper development, implementation and enforcement of all necessary and appropriate safety practices. The Contractor's designated on-site safety officer shall be on site **at all times** that work is being conducted, and shall be solely responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

The Contractor throughout the work of this contract shall comply with the PVSC Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor Administrative Codes. The Contractor will be provided with a copy of the PVSC Safety Rules, these rules, including the wearing of protective head gear, shall be strictly enforced by the Contractor in respect to his own employees, subcontractor's employees, and other personnel engaged in business with the Contractor on PVSC's property.

Contractor's (and subcontractor's) personnel when on PVSC property shall wear OSHA approved hard hats and shall prominently display the Company Name or Logo on the hard hat.

The Contractor is advised of the 15 MPH speed limit on all plant roads, and will be held responsible for his employees (and subcontractors) compliance with this and all rules for traffic safety in the plant.

The Contractor's attention is directed toward several OSHA Safety and Health Standards and New Jersey Labor Department Administrative Codes that influence the conduct of his work in specific areas.

1. OSHA Confined Space Standard, 29 CFR 1910.146 – Work in Confined Spaces
2. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard, 29 CFR 1910.147 (Electrical energy lockout and other energy sources such as steam, air, liquids.)
3. NJAC 7:31-1-6 – Toxic Catastrophe Prevention Act

Before any work commences on PVSC property, the Contractor's Superintendent shall contact the PVSC Facility Supervisor at the site. The PVSC Supervisor will inform the Contractor of the PVSC emergency plant evacuation plan and where he is to assemble his personnel.

The Contractor shall instruct and show his personnel where to assemble, at the sound of the PVSC emergency evacuation siren. The Facility Supervision will notify the Contractor's personnel of the emergency evacuation route they are to follow. At the assembly point, the Contractor's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle. The Contractor should check with PVSC each month shortly before that time to confirm the test is going to be performed. If so, it is not required to assemble for the test cycle.

Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the Contractor shall at all times maintain safety standards for his employees at least as comprehensive as that imposed by the Codes. This includes, for example (and not limited to), monitoring of air in confined spaces with appropriate instrumentation for noxious or toxic gases % oxygen, and lockout and tagout of hazardous energy such as electrical, steam, air or liquids under pressure.

The Contractor shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The Contractor shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The Contractor's arrangements shall be submitted in writing, with required telephone numbers to PVSC's Security Department. PVSC Security will summon the Contractor's emergency personnel, if the Contractor calls PVSC Security from any in plant telephone.

Contractor's personnel will not be treated in the PVSC Dispensary for minor injuries, cuts or services.

#### **01304 MATERIALS HANDLING AND STORAGE**

Material storage and staging area shall be approved by the Owner. All equipment and materials to be incorporated in the work shall be so placed as not to injure the work or the Owner's property as so that free access may be had at any time to all parts of the work, and to all utility installations in the vicinity of the work.

Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible travel in the area. Contractor shall obtain approval of PVSC for storage of his materials and equipment.



All loss, injury, or damage to the work or materials from whatever cause, shall be made good at the Contractor's expense.

Contractor shall be responsible for daily cleanup. All removed materials, rubbish and other things not required to be incorporated in the work shall be promptly removed from the property.

The Contractor will be responsible for the security of his tools, equipment and all his materials.

Any spillage caused by the Contractor, his subcontractors, suppliers or his equipment, while on PVSC property, shall be the Contractor's responsibility to properly clean up at the Contractor's expenses. The clean up shall meet all Federal and State requirements, including proper documentation as may be required.

**01630 DOMESTIC PRODUCTS AND MATERIALS**

In accordance with N.J.S.A. 40A:11-18, only products and materials produced, mined or manufactured in the United States which will ultimately become the property of the PVSC may be used in this contract.

**01710 QUALIFICATION OF CONTRACTOR**

The Contractor shall have experience in the following:

- A minimum of 10 Years providing SCADA Integration Services for Water or Waste Water Treatment Plants with 50 MGD Capacity or Greater.
- Industrial Control Panel Design and Integration, including Allen-Bradley PLC's and PanelView OIT's
- Programming for Allen-Bradley PLC's and PanelView OIT's
- Programming for plant SCADA systems including Wonderware InTouch
- Startup services for PLC, instrumentation, and plant SCADA system modifications
- Creating Preliminary Design Documents: P&ID drawing(s), sequence of operation, network diagram, and I/O and alarm lists.
- Creating Final Design Documents: control panel drawings, etc.
- Addition of graphics (and/or modification of existing graphics as needed) to incorporate changes to SCADA
- Modification of historic alarm list
- Modification of reports out of Historian (or creation of new reports)

**The contractor shall insure that all requested repairs, design, programming, integration, fabrication etc. shall be performed by personnel who are trained to provide the type of service specified,**

**The Contractor and/or subcontractor must submit with his contract proposal all information as required by Section 00403- SUBCONTRACTOR LISTING**

\*\*\*\*\*

**The Contractor shall use only workers with at least three (3) years' documented experience in the particular craft that is requested by PVSC. The contractor shall submit WITH HIS CONTRACT PROPOSAL a certification of this experience for all workers scheduled to perform the work. The certification for each worker shall include that persons craft(s) and the names and address of at least (3) customers that they have performed similar work for within the past (3) years. No worker will be permitted on site**

to perform any work unless their certification for that particular craft which they were hired to do has been submitted, approved and on file in the PVSC Engineering Department.

\*\*\*\*\*

**01720 TRADE PRACTICE/SUPERVISION**

The Contractor shall retain skilled craftsmen for the duration of the job and shall provide continual supervision to insure that good trade practices, including safety, are adhered to.

Further, the Contractor's Superintendent and trade Foreman shall be available for consultation with regard to work performed under this specification, to the PVSC designated representative, throughout each day for the duration of the contract.

Contractor will be held responsible for the conduct of his personnel on site, and shall promptly remove individuals who are drunk, disorderly, or found with controlled substances, when requested by the Owner.

Personnel experience/resumes shall be provided at the beginning of the contract to receive acceptance and confirmation to perform work onsite.

Parking for Contractor trucks and employees vehicles with the plant is at the Commission convenience. Parking shall be where designated by the Commission and is subject to change.

**01730 WARRANTY AND QUALITY ASSURANCE**

Contractor shall warrant all work to PVSC for one (1) year against defective materials and workmanship. Warranty to begin from date of substantial completion as defined/determined by PVSC.

Inspection of work and materials by the Owner shall not relieve the Contractor of any obligations to fulfill the terms of this contract, and any defective work found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such materials have been previously overlooked by the Owner and accepted.

The work site shall remain open to the Owner for purposes of inspection. The Owner reserves the right to halt progress as he deems the specifications or the intent of the specifications are not being adhered to. The terms Owner, Engineer or Plant Engineer, shall be construed to be interchangeable in this Contract.

## **DIVISION 13 INSTRUMENTATION AND CONTROL**

### 13050 **GENERAL**

#### A. General

1. Provide regular maintenance and repair work, on-call emergency services, design, integration services and parts and supplies as requested to keep the SCADA system in proper working order.
2. Provide conduit, wiring, control devices, control panels and electrical equipment furnished and provided under Division 1.
3. Disconnecting, removing, and relocating existing electrical equipment is a part of this Contract. Make equipment schedule for removal free of shock hazard. Coordinate the sequence of demolition with the sequence of construction to maintain facility operation. Remove and demolish equipment and materials in such a sequence that the existing and proposed plant will function properly with no power disruption.
4. **All conduit shall be rigid galvanized steel.**

#### B. Submittals

1. Shop drawings and data are required for the following list:
  - a. Enclosures
  - b. Control Panels
  - c. Safety Switches
  - d. Protective Devices
  - e. Completed manufacturer's data sheets.
  - f. Operating and Maintenance Manuals

#### C. Quality Assurance

Install electrical work in conformance with the latest rules and requirements of National Fire Protection Association Standard No. 70 (National Electrical Code) latest adopted version and in accordance with requirements of State and Local Codes.

#### D. Interference and Erroneous Location

1. Locations of electrical equipment, devices, outlets, and similar items, as indicated, are approximate only. Exact locations shall be determined during construction.
2. Verify in field, all data and final locations of work installed under other sections of specifications, required for placing of electrical work.
3. In case of interference with other work or erroneous locations with respect to equipment of structures, furnish all labor and materials to complete the work.

#### E. Area Classifications

1. Materials and equipment for all outdoor areas shall conform to corrosive requirements.
2. The locations and requirements shall be in accordance with the following:
  - a. Materials, equipment and incidentals installed in corrosive areas shall meet NEC and NEMA requirements for corrosive locations. Enclosures installed in corrosive locations shall meet NEMA 4X requirements.
  - b. Materials, equipment and incidentals installed in dry dusty areas shall meet NEMA 12 requirements.
  - c. Materials, equipment and incidentals installed in explosion proof areas shall be rated NEMA 7/4X or as approved.

F. Nameplates

1. Provide nameplates for equipment (including pushbutton and selector switch stations) listed in this section and other controls furnished under this contract, to designate the equipment controlled and their function.
2. Provide all junction boxes, pull boxes, disconnect switches and control panels with a nameplate to designate the system wiring contained within.

**13051** SCOPE OF WORK

The work of this section shall consist of providing all supervision, labor, equipment and materials, required to perform various electrical work created by associated SCADA Integration Services provided in Division 1, throughout the PVSC Facility. All wiring, conduit and electrical supports associated with mechanical equipment shall be furnished and installed by a licensed electrician.

**13052** QUALITY ASSURANCE

**A. Codes:** Perform all work in accordance with applicable codes. Provide and ground all electrical equipment in compliance with the latest edition of the National Electrical Code.

**B. Testing Laboratory Labels:** Electrical material and equipment shall be new and shall bear the label of the Underwriters' Laboratories, Inc., or other nationally recognized, independent testing laboratory, wherever standards have been established and label service regularly applies. Control panels shall be listed and labeled as industrial control panels (UL-508A) or other approved listing.

**C. Area Classifications:**

Materials and equipment shall conform to the area classifications specified.

- **Corrosive Locations:** All outdoor locations shall be classified as wet and corrosive. Materials, equipment and incidentals in wet and corrosive areas shall meet NEC and NEMA requirements for corrosive locations. Enclosures installed in corrosive locations shall meet NEMA 4X requirements, **unless specified otherwise.**
- **Dusty Locations:** All indoor areas shall be considered as dusty locations. Materials, equipment and incidentals in dusty locations shall meet NEC and NEMA 12 requirements, **unless specified otherwise.**

**D .Field Quality Control:**

1. Conduct field quality control work for the electrical work performed under this contract. Field quality control shall be in accordance with the contract requirements and all applicable Federal, State and Local codes.

**13053 QUALIFICATIONS, GENERAL**

The Contractor shall have experience in the construction modifications or maintenance in Sewerage Treatment Plants, Pump Stations or similar facilities.

**The contractor shall insure that all requested repairs, shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.**

**13054 MATERIALS, PARTS AND SUPPLIES**

All parts and materials supplied by Contractor under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.

All materials and supplies shall be billed at cost plus a 15% contractor markup fee. The Contractor must submit a clear and legible copy of the original material invoice with his payment request in order to get reimbursed for the materials.

The pricing of all materials and supplies must be reasonable and competitive with prevailing market pricing.

Examples of reimbursable Materials and Supplies include but are not limited to the following:

- Wires
- Kindorf, Greenfield
- Junction boxes
- Plastic and Steel Conduit
- Cable
- Fixtures

Examples of items that are to be included with the Contractor General Equipment and are not considered reimbursable materials and supplies include but are not limited to the following:

- Pipe and Tube bender
- Cable pulling Equipment
- Lineman's pliers, Diagonal pliers, Needle-Nose-pliers
- Conduit bending equipment
- Wire Strippers, cable cutters, Rotosplit
- Mechanical Hoists
- Ladders
- Multimeter, Test Light
- Step Bit, Cord, Rope and/or Fish Tape
- Insulation Resistance Tester i.e. Megger

- Knockout Punch
- Other general use tools with application in electric power wiring including , screwdrivers, hammers, reciprocating saws, drywall saws, metal punches, flashlights, chisels, adjustable slip-joint pliers, drills etc.

**13055 OEM or SPECIALTY SUBCONTRACTOR SERVICES**

When requested by the Engineer, work shall include the services of a qualified factory-trained field representative of the manufacturer or specialty subcontractor to properly assist the Contractor for diagnostic services, repair and removal, or installation and startup at cost + 5%. The Contractor must submit clear legible copy of the OEM or Specialty Subcontractors services invoice with his payment request in order to get reimbursed for their services.

The pricing of the OEM and Specialty Subcontractor Services must be reasonable and competitive with prevailing market pricing.

**13056 SUBMITTALS**

Submit under provisions of Section 01300, Shop Drawings, Product Data and Samples.

1. Shop Drawings and Product Data: Include manufacturer's drawings, bills of material, panel and equipment layouts, catalog data, schematics diagrams, wiring diagrams and other documentary or descriptive information etc. as required for each assembly
  - a. Bills of material: Include a numbered list of all components, with manufacturer's name, catalog number, rating, and other identification. Place item number or similar identification on all other drawings where item appears.
  - b. Where additions and modifications are made to existing equipment, provide drawings, which include both retained existing equipment and new work.
  - c. For informational purposes only, submit equipment installation instructions in separate submittals from other shop drawings.

**13057 JOB CONDITIONS**

**A. Existing Conditions:**

1. Examine the Site and existing facilities to compare them with the Contract Documents relative to the conditions of the premises, location of and connection to existing facilities, and obstructions that may affect the Work.
2. Perform the Work with due regard to safety and in a manner that will not interfere with the existing equipment or cause interruption of the functions of the Site, unless specified otherwise.
3. Where the Work ties in with existing installations, CONTRACTOR shall take precautions and safeguards in connecting the Work to existing operating circuits to prevent interruption to existing circuits. Connection of Work to existing circuits shall be performed in the presence of OWNER and ENGINEER.

**B. Staging.**

1. Where the Work requires certain equipment to be taken out of service, CONTRACTOR shall perform the Work with due regard to maintenance of operations.
2. The level of service and control existing at the start of the Contract shall be maintained at all times, except as required during actual change-over to new equipment. Interruptions of existing circuits shall be coordinated with the OWNER who will determine the length of time a circuit may be de-energized to maintain the OWNER's processes in dependable and safe operation.

## 13058 PRODUCTS

### 13058.1 IDENTIFICATION DEVICES

#### A. Equipment and Device Nameplates:

1. Provide nameplates to identify equipment, item's function and the equipment to which it serves.
2. Nameplates shall be laminated plastic with black letters on a white background.
3. Letter engravings shall be 1/2-inch high for equipment identification and 1/4-inch high for pilot device identification.
4. Nameplates one-inch or less in height shall have one mounting hole at each end. Nameplates greater than one-inch in height shall have mounting holes in all four corners.
5. Fasteners: Fasten all signs and nameplates with 3/16-inch diameter, round head, stainless steel, self-tapping screws.

### 13058.2 Mounting and Supporting Material

#### A. Channels, Fittings and Brackets:

1. Provide channels, fittings, brackets and related hardware for mounting and supporting the electrical equipment. Include all anchor bolts, concrete inserts and related hardware for proper support of equipment.
2. Channels shall conform to ASTM A569 or A570. Channels shall have a minimum thickness of 12 gauge and a cross sectional width dimension of 1-1/2 inch minimum. The depth shall be as required to satisfy load requirements.
3. Attachment holes, when required, shall be factory punched on hole centers approximately equal to the cross sectional width and shall be 9/16 inch diameter.
4. Fittings and brackets shall have 9/16 inch diameter holes on centers identical to the channel or as required to align with the channel holes. Fittings and brackets shall have the same width as the channel and shall be 1/4 inch thick minimum. Fittings and brackets shall mate properly with the channel.
5. All channels, fittings, brackets and related hardware shall be steel and have an electro-plated zinc finish according to ASTM B633.
6. In corrosive areas, channels, fittings, brackets and related hardware shall be Type 316 stainless steel.

#### B. Conduit Hangers, Supports and Inserts:

1. Provide channels, rods, straps, anchors and related hardware for support of the exposed conduit system. Include all anchor bolts, concrete inserts and related hardware for proper support of the conduit system.
2. Conduit hangers and supports in corrosive areas shall be 316 stainless steel.

**C. Manufacturers: Provide one of the following:**

1. B-Line Systems.
2. Kindorf.
3. Or equal

**13059 EXECUTION**

**13059.1 SUPPORT INSTALLATION**

- A. Install supporting devices level, parallel and perpendicular to building walls and floors, such that the support system is installed in a neat and professional manner.
- B. The channels, fittings and brackets shall be rigidly bolted together and braced to make a substantial supporting framework support system.
- C. All holes in hung ceilings for support rods and other equipment shall be made adjacent to bars where possible, to facilitate removal of ceiling panels.
- D. All equipment fastenings to steel columns, beams and trusses shall be by beam clamps. In lieu of beam clamps, equipment may be welded to steel structures,

**13059.2 EQUIPMENT IDENTIFICATION**

- A. Identify equipment by means of nameplates. Re-label existing equipment whose designation has been changed.
- B. Color code and identify wires and cables by means of wire markers. Color and markers shall match the existing installation. Determine existing identification requirement in advance with OWNER. Identify power conductors by circuit number and phase. Identify each control, signal and status wire by a unique number. Numbering system shall reflect the actual designations used in the Work Coil spare wiring neatly. Tag each spare wire and note its origin.
- C. All feeders and branch circuit devices shall have nameplates identifying the served equipment name and number. For modified circuits under this Contract the CONTRACTOR shall remove nameplates that are no longer valid and provide new nameplates reflecting the modifications. The nameplates shall identify the served equipment name and number and shall be installed on the existing equipment.

**13059.3 EQUIPMENT GROUNDING**

- A. Equipment grounding conductors shall be pulled into conduits with non-grounded conductors shall be insulated. Insulation shall be green.
- B. Connect ground conductors to conduit with copper clamps, straps or with grounding bushings.
- C. Connect to equipment by means of lug compressed on cable end. Bolt lug to equipment frame using holes or terminals provided on equipment specifically for grounding. Do not use hold down bolts. Where grounding provisions are not included, drill suitable holes in locations designated by OWNER.
- D. Connect to motors by bolting directly to motor frames, not to sole plates or supporting structures.
- E. Scrape bolted surfaces clean and coat with a conductive oxide resistant compound.



#### **13059.4 DEMONSTRATION OF EQUIPMENT**

- A. Demonstrate, in the presence of the OWNER, when the work is substantially complete that all electrical systems and electrically operated equipment operates as specified, designed and as required.
- B. Coordinate the demonstration of equipment tests with the OWNER's personnel in advance and in accordance with the requirements of Section 01750, Maintenance of Plant Operations During Construction.
- C. Include the following operational tests:
  - 1. Operate power circuits to verify proper operation and connection to equipment.
  - 2. Removed and reapplied supplies to automatic transfer equipment to verify their operation.
  - 3. Operate all control circuits including pushbuttons, indicating lights and similar devices to verify proper connection and function. Operate all devices, such as pressure and flow switches and similar devices to verify that shut-downs and control sequences operate as required.
- D. Provide a demonstration of equipment report. The report shall include complete information on the tests performed and the results.

#### **13059.5 FIELD QUALITY CONTROL**

- A. Provide field services for the interface and demolition of the existing circuits. The equipment and circuit requirements of each system shall be field determined prior to performing system modifications.
- B. The field services required at a minimum shall include the following:
  - 1. Coordinate the interface of equipment with OWNER's personnel and field conditions.
  - 2. Obtain existing record control panel diagrams from the OWNER and field determine circuit terminations and sources of power. Coordinate with the OWNER for the termination requirements for the additional signals.
  - 3. Field compare existing starter and panel control circuit terminations from as-built record drawings with the existing circuits.
  - 4. Field trace existing circuits as required for the demolition and interface of the equipment provided.
  - 5. Field identify starter and panel control terminations for follow function for the purpose of reconnection. The existing source of supplies shall be field determined, identified and disconnected prior to the demolition of each circuit.
- C. Provide all tools and equipment as required to perform the tracing of circuits necessary for proper execution of the work.
- D. It shall be the responsibility of this CONTRACTOR to defined and identify all wiring, circuit terminations and equipment to be modified to ensure the proper interface of all components. The CONTRACTOR shall include in his bid all costs associated with the field services specified as required to ensure a complete functional system.

#### **13060 Field Equipment/ Rental Equipment / Rental Rates.**

Should the contractor be required to supply equipment that is not included within this contract he must submit the rental cost to the engineer for review and approval

prior to the delivery of such equipment. All such equipment shall be billed at cost. (+15% Markup) The Contractor must submit a clear and legible copy of the original equipment invoice with his payment request in order to get reimbursed

The pricing of all rental equipment must be reasonable and competitive with prevailing market pricing and as per Equipmentwatch.com

All rates shall include all fuel, lubricants, supplies, small tools, necessary attachment, repairs, overhaul, any maintenance, storage fees and insurance required.

In addition to the usual field maintenance equipment; vehicles, hoists, compressors, tools and the like, the successful bidder will be required to have ladders, all safety equipment, air monitors, harnesses, etc. for purposes of providing on-site repair of equipment. A request for these services will be advised with sufficient notice to allow fitting the crew and trucks for the specific work. The Contractor shall be expected to commence the service operation within three (3) working days of the request for service. The operation will be as directed by the Engineer who may, entirely at his option, terminate the service for whatever reason.

Laborers required in addition to the above specified persons shall be provided and paid for in accordance with the items bid for these services.

**13060.1      CONTRACTOR OWNED EQUIPMENT**

Should the contractor be required to supply equipment that he owns and is not included within these contract requirements he must submit the hourly rate for such Contractor owned equipment.

The pricing of all contractors owned equipment must be reasonable and competitive with prevailing market pricing and as per Equipmentwatch.com

All rates shall include all fuel, lubricants, supplies, small tools, necessary attachment, repairs, overhaul, any maintenance, storage fees and insurance required.

Idle time for equipment will not be paid for, except where the equipment has been held on the site on a standby basis at the request of the Engineer.

**END OF SECTION**

# **APPENDIX**

## **APPENDIX 1**

**State of New Jersey Division of Purchase and Property Two-Year  
Chapter 51/Executive Order 117 Vendor Certification and Disclosure  
of Political Contributions (CH51.1 R1/21/2009)**

## **APPENDIX 2**

**Disclosure of Investment Activities in Iran Form**



**State of New Jersey**  
**Division of Purchase and Property**  
 Two-Year Chapter 51 / Executive Order 117 Vendor Certification and  
 Disclosure of Political Contributions

CHAPT 51/EO 117-1

For AGENCY USE ONLY	
<b>General Information</b>	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
<b>Agency Contact Information</b>	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

**Business Type**     Corporation     Limited Partnership     Professional Corporation     General Partnership  
 Limited Liability Company     Sole Proprietorship     Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
    - (ii) Any State, county, **municipal** political party committee; OR
    - (iii) Any **legislative leadership committee**.
  - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
    - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR  
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE:** Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

CHAP 51/EXO 117 -2

**Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ <input type="button" value="v"/> Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification**

CHAPT 51/EO 117-3

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B)  I am certifying on behalf of the above-named business entity only.
- (C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ Date \_\_\_\_\_  
Title/Position \_\_\_\_\_

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

**APPENDIX 2**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP/BID:**

**Bidder/Offeror:**

\_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**PLEASE CHECK THE APPROPRIATE BOX:**

- I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates *is* listed on the New Jersey Department of Treasury Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

<b>Name:</b> _____	<b>Relationship to</b>
<b>Bidder/Offeror:</b> _____	
<b>Description of Activities:</b> _____ _____	
<b>Duration of Engagement:</b> _____ <b>Anticipated Cessation</b>	
<b>Date:</b> _____	
<b>Proposer Contact Name:</b> _____ <b>Contact Phone</b>	
<b>Number:</b> _____	

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name (Print)** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date:** \_\_\_\_\_