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*"Protecting Public Health and the Environment"*

SIGNAL CONTROL PRODUCTS, INC.

CONTRACT NO. A976

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

CONTRACT AND SPECIFICATIONS

TO

FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES  
AND BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD

OCTOBER 2014

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**00500 CONTRACT AGREEMENT**

**Contract No. A976      FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

**THIS AGREEMENT**, made and executed this 14th day of November, 2014, 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

Signal Control Products, Inc.

199 Evans Way, Branchburg, New Jersey 08876

a corporation chartered under the laws of the State of New Jersey partnership, individual with principals offices at

199 Evans Way, Branchburg, New Jersey 08876

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. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the Commission.

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 is 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 work as described in the Contract Specification 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: 

MICHAEL DEFRANCISCI, EXECUTIVE DIRECTOR

ATTEST BY: 

PASSAIC VALLEY SEWERAGE COMMISSION

GREGORY A. TRAMONTOZZI, ESQ.

ACTING CLERK

SIGNAL CONTROL, INC.

CONTRACTOR NAME

BY: 

John H Bolt

CONTRACTOR Vice president

(SEAL)

ATTEST BY: 

Anna M Bolt

CONTRACTOR Secretary

00305

## AWARD SHEET

Contract No. A976

**FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**Name of Bidder: Signal Control Products, IncBusiness Name: Signal Control Products, IncMailing Address: 199 Evans Way  
(Mailing Address must include Street Address)  
Branchburg, NJ 08876Telephone No.: 908-231-1133 Fax No.: [REDACTED]Tax ID No.: [REDACTED]

- A. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC Treatment Plant, Newark, NJ, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the Specification, (Appendix 3) and PVSC Drawing PE-2431 (Appendix 4) and this contract for the unit prices as shown below.

**Items Bid:****Item 1: Outdoor Instrument Enclosure (Minimum of 10)****Extended Price**Unit Price 5,204.00 each      Delivery Period 45 calendar days      \$ 52,040.00**Item 2: 36 Inch Base Extension (Minimum of 2)**Unit Price 1,656.00 each      Delivery Period 45 calendar days      \$ 3,312.00**Item 3: 24 Inch Base Extension (Minimum of 8)**Unit Price 1,692.00 each      Delivery Period 45 calendar days      \$ 13,536.00**Total Bid Price, Items 1-3 (for Minimum Quantities listed)****\$ 68,888.00**

NOTE: The delivery period must be completed or the bid will be considered non-responsive.

The term of this contract is a two (2) year period from date of Notice to Proceed. All prices shall hold firm, and not be subject to increase during the term of the contract. **Contract will be awarded to lowest responsible bidder.**

- B. All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission 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.). Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Passaic Valley Sewerage Commission.

- C. The Commission does not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
- D. The Commission reserves the right to make no award and reject all bids pursuant to the Local Public Contracts Law.
- E. No exceptions 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 exceptions to the terms and conditions will be considered non-responsive and will be rejected.
- F. If the Bidder intends to offer alternatives to the materials, equipment and/or services specified, then it is mandatory that the Bidders list and explain in detail any and all such exceptions to the specifications on the attached "Bidders Exception" sheet, and shall submit the sheet with his bid. If the exception involves material or equipment, the Bidder shall also include technical data to show that the exception is equal to or better than those specified. It is understood that if no exception is listed on the "Bidders Exceptions" sheet, the Bidder shall supply all the materials, equipment and/or services exactly as prescribed and shall return the "Bidders Exception" sheet marked "NONE".
- G. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submissions (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern, the agreement between PVSC and the Contractor.
- H. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion off order or orders already delivered and accepted. The Commission reserves the right to seek any redress for damages under the Default article of the contract.
- I. 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.

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

- J. Any spillage caused by the Vendor, his subcontractor, his suppliers or his equipment while on PVSC property, shall be the Vendor's responsibility to properly clean up at the Vendor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation.
- K. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. 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 materials not complying with this act will cause the P.V.S.C. 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 P.V.S.C. 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.

- L. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commission with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for

the term of contract.

- M. Prevailing wage rates in accordance with the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.27 will not apply or be applicable to this contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.
- N. Notice of Executive Order 125 Requirement for Posting of 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.

- O. **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.**
- P. The Commission reserves the right to award this contract on a per item basis, or in total, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids pursuant to the Local Public Contracts Law.

**00307 BIDDERS EXCEPTIONS**

**Contract No. A976      FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

(This sheet must be returned with the bid. If there are no exceptions, the bidder shall write "NONE" below.)

<b><u>Item No.</u></b>	<b><u>Description (Including Manufacturer, Brand &amp; Model Number</u></b>
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	NONE
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00306 NON-COLLUSION AFFIDAVIT

Contract No. A976      **FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

STATE OF NEW JERSEY

§

COUNTY OF Somerset

I, John H Bolt of the Montgomery Township of Somerset and  
State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that:

I am Vice president of Signal Control Products, Inc 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: John H Bolt

Name of Bidder: Signal Control Products, Inc

Sworn and subscribed to  
before me this 28th day  
of October, ~~200~~ 2014

Ann M Bolt  
Notary Public of New Jersey  
My commission expires  
5th March 2016

**00402    ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

**Contract No. A976            FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

Pursuant to N.J.S.A. 40A:11-23.1a et seq., 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
PVSC Contract A976 Addendum Number One (copy following this page)	Web-Site	10/17/14

**Acknowledgment by Bidder:**

Name of Bidder:  
(Company Name)                      Signal Control Products, Inc

By Authorized Representative: \_\_\_\_\_

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

Print Name and Title:      John H Bolt - Vice president

Date:                              28 October 2014

KENNETH J. LUCIANIN  
THOMAS TUCCI, JR.  
Commissioners



MICHAEL DeFRANCISCI  
Executive Director

GREGORY A. TRAMONTOZZI  
General Counsel and Acting Clerk

*"Protecting Public Health and the Environment"*

600 Wilson Avenue  
Newark, New Jersey 07105  
P (973) 344-1800 F (973) 344-2951  
[www.nj.gov/pvsc](http://www.nj.gov/pvsc)

## PVSC CONTRACT A976 ADDENDUM NUMBER ONE

TO ALL HOLDERS OF RECORD OF PVSC BIDDING CONTRACT DOCUMENTS  
DATED OCTOBER 2014 FOR:

CONTRACT NO. A976 FURNISH AND DELIVER OUTDOOR INSTRUMENT  
ENCLOSURES AND BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD

Addendum No. 1 October 16, 2014

Specification Changes

### APPENDIX 3 - SPECIFICATION

Item 1: Outdoor Instrument Enclosure  
Revise as follows:

#### DELETE:

Provisions for Pad / Base Mounting (Open Bottom for Conduit Entry)

#### ADD:

Provisions for Pad / Base Mounting (Solid Base)

END OF ADDENDUM NO. 1

#### Note:

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of the said Contract Documents to the same extent as though it were originally included therein.

#### Please Note:

Bidders must acknowledge receipt of this Addendum on the Acknowledgement of Receipt of Changes to Bid Document Form (00402) when submitting the Bid. **Failure to acknowledge receipt of the Addendum in writing with the bid is a mandatory cause for the bid to be rejected.**

**00700    GENERAL CONDITIONS – INDEX**

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

**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 or semifinal 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. (Semifinal payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)

**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.
- The contractor is required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44 et seq. and shall provide the contracting agency with the business registration of the contractor... prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
- 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 prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
- 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** Contractor shall indemnify and save harmless PVSC against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of PVSC and shall defend, indemnify and save harmless PVSC from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone

whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

**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 NOT APPLICABLE TO THIS CONTRACT**

**00733 NOT APPLICABLE TO THIS CONTRACT**

**00734 NOT APPLICABLE TO THIS CONTRACT**

**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.

**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 reserves 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 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) N.J.A.C. 17:27 FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (REVISED 4/10)**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (1) of the following three (3) documents:



1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

**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, 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, 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, arbitative 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.

**52:33-3** Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic materials in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

**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 hazardous products that he intends to deliver to the PVSC under this bid. The bidder 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 bidder 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 bidder 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**

**Contract No. A976             FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

**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. 54:49-19 and N.J.S.A. 54:49-20, 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 ninety (90) 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. 52:32-32 et seq.) 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) et seq., 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 et seq.
- **“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 et seq. 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>.*



## **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

CHAPT 51/EO 117-1

**General Information**

**For AGENCY USE ONLY**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

**Agency Contact Information**

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

**Part 1: Vendor Information**

Full Legal Business Name Signal Control Products, Inc  
(Including trade name if applicable)

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

Address 1 199 Evans Way Address 2 \_\_\_\_\_  
City Branchburg State NJ Zip 08876 Phone 908-231-1133

Vendor Email john@signalcontrol.com Vendor FEIN [REDACTED]

**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 _____ Zip _____

**Add a Contribution**

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

John H Bolt

Phone Number

908-231-1133

Date

28 October 2014

Title/Position

Vice president

**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**

Contract No. A976

**FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND  
BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

RFP/BID:

Bidder: Signal Control Products, Inc

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.

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

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) John H Bolt Signature   
Title Vice president Date: 28 October 2014

## **APPENDIX 3**

## **SPECIFICATION**

**Contract No. A976**

### **FURNISH AND DELIVER OUTDOOR INSTRUMENT ENCLOSURES AND BASE EXTENSIONS FOR A TWO (2) YEAR PERIOD**

#### **Item 1: Outdoor Instrument Enclosure**

60" High x 44" Wide x 26" Deep

NEMA 3R

Double Door Style

14 Ga. Type 304 Stainless Steel Construction

3Pt. Main Door Latch, Corbin # 2 Lock & 2 Keys

Stainless Steel Pad Lockable Handle, Removable Center Post

Adjustable Equipment Channels on Side and Rear Walls

Door Wind Stay Brackets and Bars on each door

Fan / Light Mounting Plate

Neoprene Door Gasket Seals, Continuous Tamperproof Style Hinges

Adjustable Door Switch Bracket, Sloped Lid, Bolt on Style Lifting Ears, SST

Two Louvered Doors with Bug Screen & Air Intake Filters

Ground Studs on Cabinet, Doors, Base and Access Cover

3/4" Marine Grade Plywood Back Panel On Rear Wall (Painted Black)

Provisions for Pad / Base Mounting (Open Bottom for Conduit Entry)

100 CFM Cooling Fan Kit /Included Fan/Guard, Mounting Hardware and

Pfannenberger Thermostat/1-395-000120

Outside Enclosure, Door and Related Components will also have a Clear

5/16" Foil Faced Insulation on Side Walls, Top and Door. (Not on Rear Wall)

Anti-Graffiti Powder Coating Exterior

"PVSC" Nameplate. See Drawing

#### **Item 2: 24 Inch Base Extension**

24" High x 44" Wide x 26" Deep

14 Ga. Type 304 Stainless Steel Construction

Vented Side Walls with Bug Screen, Ground Studs, Neoprene Gasket

Removable Front Face Cover to Access Conduits

Mounting Hardware Kit to Attach Enclosure to Base

Anti-Graffiti Powder Coating Exterior

#### **Item 3: 36 Inch Extension**

36" High x 44" Wide x 26" Deep

14 Ga. Type 304 Stainless Steel Construction

Vented Side Walls with Bug Screen, Ground Studs, Neoprene Gasket

Removable Front Face Cover to Access Conduits

Mounting Hardware Kit to Attach Enclosure to Base

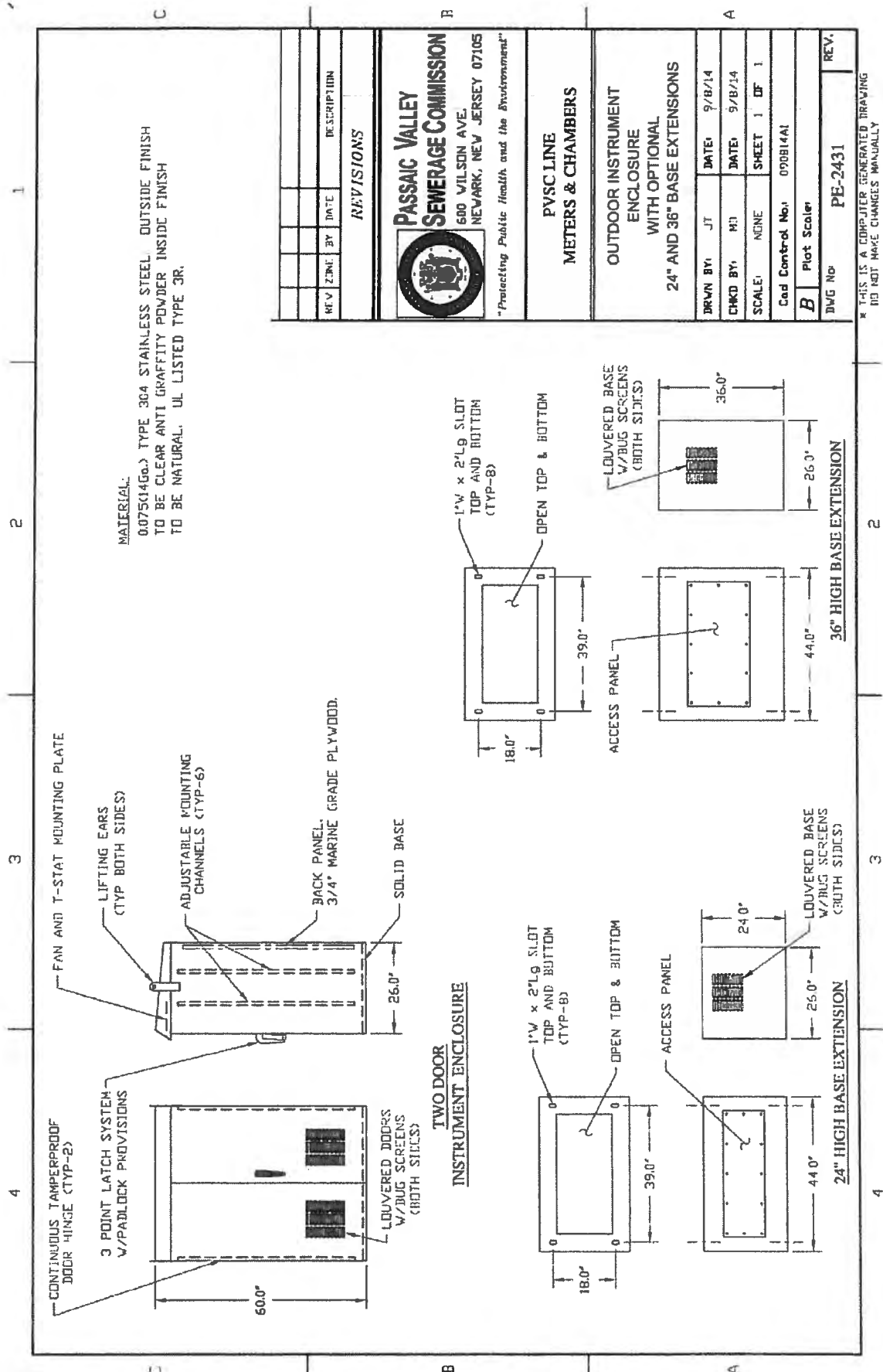
Anti-Graffiti Powder Coating Exterior

#### **Manufacturer**

APX Enclosures or Approved Equal



## **APPENDIX 4**



**MATERIAL:**  
 0075(1466) TYPE 304 STAINLESS STEEL OUTSIDE FINISH  
 TO BE CLEAR ANTI GRAFFITI POWDER INSIDE FINISH  
 TO BE NATURAL, UL LISTED TYPE 3R.

REV	DATE	BY	DESCRIPTION

**PASSAIC VALLEY**  
**SEWERAGE COMMISSION**  
 600 WILSON AVE  
 NEWARK, NEW JERSEY 07105  
*"Protecting Public Health and the Environment"*

**PVSC LINE**  
**METERS & CHAMBERS**  
**OUTDOOR INSTRUMENT ENCLOSURE WITH OPTIONAL 24" AND 36" BASE EXTENSIONS**

DRWN BY: JT	DATE: 9/8/14
CHKD BY: MJ	DATE: 9/8/14
SCALE: NONE	SHEET 1 OF 1
Cad Control No.: 090814A1	
Plot Scale:	
DWG No: <b>PE-2431</b>	REV: <b>B</b>

\* THIS IS A COMPUTER GENERATED DRAWING  
 DO NOT MAKE CHANGES MANUALLY

KENNETH J. LUCIANIN  
THOMAS TUCCI, JR.  
Commissioners



*"Protecting Public Health and the Environment"*

600 Wilson Avenue  
Newark, New Jersey 07105  
P (973) 344-1800  
www.nj.gov/pvsc

MICHAEL DeFRANCISCI  
Executive Director

GREGORY A. TRAMONTOZZI  
General Counsel  
Acting Clerk

November 19, 2014

Mr. John Bolt  
Vice President  
Signal Control products, Inc.  
199 Evans Way  
Branchburg, New Jersey 08502

**RE: CONTRACT NO. A976 – FURNISH AND DELIVER OUTDOOR  
INSTRUMENT ENCLOSURES AND BASE EXTENSIONS FOR A TWO  
(2) YEAR PERIOD – NOTICE OF AWARD**

Dear Mr. Bolt:

I am pleased to inform you that the Passaic Valley Sewerage Commission has awarded you Contract No. A976 – Furnish and Deliver Outdoor Instrument Enclosures and Base Extensions for a Two (2) Year Period. This letter will serve as the Notice of Award.

Enclosed please find contract forms, in triplicate, for execution by you. Include with the executed contracts your firm's State Affirmative Action Certificate, required Certificate of Insurance, and form W-9 Request for Taxpayer Identification Number and Certification.

It is requested that the three (3) signed copies, along with the other herein requested documentation, be returned to this office within ten (10) business days from receipt of this notice.

If you have any questions, please call Mike Dox at 973-817-5987.

Very truly yours,

PASSAIC VALLEY SEWERAGE COMMISSION

  
John Rotolo, P.E.  
Chief Engineer

Enclosure

c: Joseph Kelly  
Thomas Fuscaldo  
Gregory Tramontozzi  
John Bolcar  
M. Dox

KENNETH J. LUCIANIN  
THOMAS TUCCI, JR.  
Commissioners



*"Protecting Public Health and the Environment"*

600 Wilson Avenue  
Newark, New Jersey 07105  
P (973) 344-1800  
[www.nj.gov/pvsc](http://www.nj.gov/pvsc)

MICHAEL DeFRANCISCI  
Executive Director

GREGORY A. TRAMONTOZZI  
General Counsel and Acting Clerk

January 5, 2015

Signal Control Products, Inc.  
199 Evans Way  
Branchburg, New Jersey 08876

Dear Sirs,

Enclosed is an executed copy of your contract (A976) with the Passaic Valley Sewerage Commission.

No shipment is to be made under this contract until you have received a purchase order from the Passaic Valley Sewerage Commission.

Very truly yours,  
PASSAIC VALLEY SEWERAGE COMMISSION

*Thomas A. Fuscaldo*

Thomas A. Fuscaldo,  
Purchasing Agent

TAF  
Enclosure