



CONTRACT NO. A911

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

CONTRACT AND SPECIFICATIONS

FOR

**FURNISH AND DELIVER STAINLESS STEEL PIPE AND FITTINGS
FOR OXYGEN SERVICE TO THE PVSC WAREHOUSE**

2013

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**STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY, TWO YEAR
CHAPTER 51 / EXECUTIVE ORDER 134 VENDOR CERTIFICATION AND DISCLOSURE
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00000 BID DOCUMENT SUBMISSION CHECKLIST

Contract No. 911 – Furnish and Deliver Stainless Steel Pipe and Fittings for Oxygen Service
to the PVSC Warehouse

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*** If required within the contract documents, failure to submit these documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23-2) Failure to submit other documents on this list may also be cause for the bid to be rejected.**

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: _____

DIVISION 0 - BIDDING REQUIREMENTS

00100 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on December 27, 2013 in their office located at 600 Wilson Avenue, Newark, New Jersey, at which time and place said bid will be publicly opened and read.

Security Notice: All contractors, subcontractors, contractor employees and/or representatives entering the plant must have and must present to PVSC Security, government issued identification such as a valid Driver's License or Passport. This applies to bid openings, pre-bid conferences and all on-premises contract work.

All bids must be made upon the blank form of proposal annexed hereto. All blank spaces must be filled in, in ink, in both words and figures, with the amounts for which the proposal is made. The proposal must be signed by the bidder who shall include his business address.

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.

The Scope of Work of Contract No. 911 is for the procurement of stainless steel pipe and fittings for Oxygen Service to replace the existing flood damaged Oxygen Service Pipeline utilized for control of hydrogen sulfides.

It is the purpose of Passaic Valley Sewerage Commission not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and plant to enable him to prosecute the work successfully, and to fulfill all requirements of the contract.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than 10% of the total bid, not to exceed \$20,000.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State Of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and shall be satisfactory to the Passaic Valley Sewerage Commission.

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 the contract documents.

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 the 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/nibgs or by

phone 609-292-1730. Failure to submit proof of registration requires mandatory rejection of bid as a non-waivable defect.

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) et seq.] 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 al.) or subsection e. or f. 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 or by [phone 609-292-1730](tel:6092921730).

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.

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) business days (not including Saturday, Sunday or holidays) 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 sureties or Surety Company must be satisfactory to the Passaic Valley Sewerage Commission. Passaic Valley Sewerage Commission reserve 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. Passaic Valley Sewerage Commission also reserve the right to waive any informality in any bid should they deem it to be in their interest so to do.

In accordance with N.J.S.A. 52:32-58 et seq., 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 (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 to the Passaic Valley Sewerage Commission Purchasing Department, telephone number (973) 466-2723.

**Passaic Valley Sewerage Commission
Office of the Passaic Valley Sewerage Commission
600 Wilson Avenue, Newark, N. J. 07105**

Gregory A. Tramontozzi
Acting Clerk

Contract No. A911

Date: 12/11/13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP/BID: CONTRACT A911

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.

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) _____ Signature _____

Title _____ Date: _____

**PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO****FURNISH AND DELIVER STAINLESS STEEL PIPE AND FITTINGS
FOR OXYGEN SERVICE TO THE PVSC WAREHOUSE****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 10% of the total bid, not to exceed \$20,000.00 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.

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.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____
as Principal; and _____ Surety, are hereby held and firmly
bound unto the Passaic Valley Sewerage Commission in the penal sum of 10% of the total bid, not to
exceed \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic
Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into
a contract in writing, to:

**FURNISH AND DELIVER STAINLESS STEEL PIPE AND FITTINGS
FOR OXYGEN SERVICE TO THE PVSC WAREHOUSE**

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond
for his faithful performance of said Contract, and shall in all other respects perform the agreement
created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of time within which the Principal may
accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them
as are corporations having caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.

Principal: _____
Print Name

By: _____
Authorized Signature

Print Name

Title: _____

Seal: _____

Surety: _____
Print Name

By: _____
Authorized Signature

Print Name

Title: _____

Seal: _____

**00303 STATEMENT OF OWNERSHIP OF ALL OWNERS
OF 10% OR MORE OF THE STOCK OF THE CORPORATION**

Under the provisions of the State Law (N.J.S.A. 52:25-24.2 et seq., Chapter 33 of the Laws of 1977), a bidder must file a statement of ownership prior to or with the bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be.

IN ORDER FOR YOUR BID TO BE CONSIDERED, you must list below the names and addresses of those meeting the criteria of the law:

1. PARTNERS WITH TEN PERCENT (10%) OR GREATER INTEREST:

Name

Address

2. Owners of ten percent (10%) or more of the stock of the corporation, including stock of all classes. IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK:

Name

Address

**3. If under Item #2, the name of a partnership or corporation is listed, list below the names of individual partners and/or stockholders of whatever class who own a ten percent (10%) or greater interest in the partnership or corporation listed under Item #2:
IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK.**

Name

Address

Signature: _____
(Person who Signs Bid Proposal)

Note: Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waiveable deficiency and the Commission, in the event of non-compliance, are required as a matter of law to reject your bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "NONE" that must be written in.

If required, attach additional sheets to list all names.

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:

FOR PROCUREMENT, PROFESSIONAL OR SERVICE CONTRACTS:

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 one of the following documents, whichever may be applicable to his present situation:

1. Copy of a Federal letter of approval from the U.S. Department of Labor's Office of Federal Compliance Programs (OFCP).
2. A photocopy of the Certificate of Employee Information Report.
3. A copy of Form (A.A. 302) Affirmative Action Employee Information Report.

Failure to supply the Affirmative Action document within the time frame allotted will result in the Contractor being declared non-responsive and his bid will be rejected.

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

**Contract No. A911 – Furnish and Deliver Stainless Steel Pipe and Fittings for
Oxygen Service to the PVSC Warehouse**

Name of Contractor: _____

Business Name: _____

Mailing Address: _____
(Mailing Address must include Street Address)

Telephone No. _____ Fax No. _____

Contact Person: _____

Tax ID No.: _____

- 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 Warehouse, 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 specifications, and this contract for the unit prices as shown on the attached Vendors Format List.

1. Total number items bid _____.
2. Delivery Period _____ Calendar Days.

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

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 contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the contractor.

The vendor shall perform the above work for the amounts shown on the Vendors Format List for the tasks or items as shown. Total number items bid _____.

Delivery of any of the specified quantities shall be 45 consecutive calendar days after “**Notice to Proceed.**”

The Commission warrants a minimum quantity as listed on the Vendor Format List. Additional quantities may be ordered as needed, and the Vendor will only be paid for the actual material delivered at the appropriate bid prices.

The term of this contract is for a three (3) month period, beginning January 4, 2014 and extending through April 4, 2014. All prices shall hold firm, and not be subject to increase during the term of the contract.

- 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.).

- C. The cost of all Warrantees shall be included in the lump sum amount.

The lump sum price shall be net, including all transportation charges fully prepaid by vendor, F.O.B. Destination.

- D. 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.
- E. The Commission reserve the right to make no award and reject all bids should, in their judgement, it be in the public interest to do so.
- F. The contractor shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the contract. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- G. 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.
- H. 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**".
- I. Only contractors with experience with a similar type of work will be considered. Certification of this experience, and the names and addresses of at least three (3) customers from whom similar work was performed within the last two (2) years, shall be supplied with the bid. A certification questionnaire form is included for the Contractor's convenience.
- J. Unless prevented by strike or strikers which prevents 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.
- K. 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.
- L. After acceptance by the PVSC the contractor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due.
- 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.)
- M. All proposals shall be filled out by Handwritten Pen or Typewriter, and must be legible. All corrections made after the bid proposal is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid. Failure to follow this procedure is grounds for rejection of the bid item.
- N. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.
- O. Failure to supply the necessary Affirmative Action documents will result in the Vendor being declared non-responsive and his bid will be rejected.

- P. **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.**

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

00307 BIDDERS EXCEPTIONS

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

Item No. **Description (Including Manufacturer, Brand & Model Number**

VENDOR FORMAT LIST

Unit of Measure for Pipe: Foot
Each

Unit of Measure for Fittings:

Item	Size	Description	SCH.	Type	Material / Dimension	Quantity	Unit Price	Extended Price	Manufacturer
1.	4"	Pipe, Seamless	10S	Plain End	A312-TP316L per ANSI B36.19 "Cleaned for Oxygen Service"	3,500 L.F.			
2.	4"	90 Deg. LR Elbow, Seamless	10S	Butt Weld	A403-WP, 316L per ANSI B16.9 "Cleaned for Oxygen Service"	50			
3.	4"	45 Deg. Elbow, Seamless	10S	Butt Weld	A403-WP, 315L per ANSI B16.9 "Cleaned for Oxygen Service"	40			
4.	4"	Tee, Seamless	10S	Butt Weld	A403-WP, 316L per ANSI B16.9 "Cleaned for Oxygen Service"	20			
5.	4"	Cap, Seamless	10S	Butt Weld	A403-WP, 316L per ANSI B16.9 "Cleaned for Oxygen Service"	10			
6.	4"	Slip-on Flange	150#	Raised Face	A182-F316L per ANSI B16.5 "Cleaned for Oxygen Service"	10			
7.	4"	Blind Flange	150#	Raised Face	A182-F316L per ANSI B16.5 "Cleaned for Oxygen Service"	10			

Item	Size	Description	SCH.	Type	Material / Dimension	Quantity	Unit Price	Extended Price	Manufacturer
8.		Cutting Wheels: Saitech 0.045" (Stainless) Part No. 22072 or an approved equal Qty./Box = 50				10 Boxes			
9.		Grinding Wheels: Saitech 1/4" (metal) Part NO. 20060 or an approved equal Qty./Box = 25				5 Boxes			
10.		Welding Wire: Weldcote Metals 1/16" Dia. X 36" Long Part No. 316L116 X 36T or an approved equal Qty./Tube = 10 Lbs.				12 Tubes			
11.		Welding Wire: Weldcote Metals 3/32" Dia. X 36" Long Part No. 316L332 X 36T or an approved equal Qty./Tube = 10 Lbs.				4 Tubes			
12.		Tungsten Electrodes: Weldcote Metals 2% Thoriated 3/32" Dia. X 7" Long - Part No. TUNG332X7X2TH or an approved equal 10 Pieces/Pack				2 Packs			
13.		Twist Wheel Brush Grainger Part No. 3H609 - 4" Dia., Arbor 5/8"-11 UNC Stainless Steel Wire or an approved equal.				20			

TOTAL BID PRICE (Sum of Items No. 1 through No. 7)

(In Figures) \$ _____

AMOUNT WRITTEN:

_____ Dollars and _____ cents

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.

Contract No. A911 - Furnish and Deliver Stainless Steel Pipe and Fittings for Oxygen Service to the PVSC Warehouse

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 COMPLETD MO. / YR.

00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT NO. A911

**FURNISH AND DELIVER STAINLESS STEEL PIPE AND FITTINGS
FOR OXYGEN SERVICE TO THE PVSC WAREHOUSE**

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

Acknowledgment by Bidder:

Name of Bidder:
(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

00500 CONTRACT AGREEMENT

**CONTRACT NO. A911
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
TO**

**FURNISH AND DELIVER STAINLESS STEEL PIPE AND FITTINGS
FOR OXYGEN SERVICE TO THE PVSC WAREHOUSE**

THIS AGREEMENT, made and executed this _____ day of _____, 2013, 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. 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 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 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: _____

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

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 dully 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 shall provide proof of its business registration with the New Jersey Department of Treasury with its bid. Failure to submit proof of business registration is a fatal defect by law that cannot be cured and cause for rejection of the bid.

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.

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 (NJAC 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 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 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).

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.**

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**
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- 00827 NOT APPLICABLE TO THIS CONTRACT**
- 00828 NOT APPLICABLE TO THIS CONTRACT**
- 00829 Insurance (May be deleted for specific Contracts)**
- 00830 Contract Duration**
- 00831 NOT APPLICABLE TO THIS CONTRACT**

00800 SUPPLEMENTAL CONDITIONS

00821 N.J.R.S. 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.R.S. 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.R.S. 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.R.S. 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 et seq. 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

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

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 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.¹
- **"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) et seq.
- **"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.
 - ¹ 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 or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th 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>.*

DIVISION 1 - GENERAL REQUIREMENTS

01010 SCOPE OF WORK

The Vendor shall furnish and deliver to the PVSC Warehouse the stainless steel type 316L pipe and fittings for oxygen service listed on the bid. All pipe and fittings shall be cleaned for oxygen services.

It is the intent of this contract to provide equipment, materials, or services complete in every detail, whether or not indicated in the Specifications. Consequently, the vendor shall be responsible for all details necessary to comply with this intent.

01011 ERRORS OR OMISSION 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

In addition to the formal contract documents, the Contractor will receive two (2) copies of a PVSC Purchase Order. The "**Declaration Copy**" must be returned to the PVSC Accounting Department as soon as possible. No invoice will be accepted for payment until the signed "**Declaration Copy**" of the Purchase Order has been received.

After acceptance by the Commission of the items delivered, the Contractor shall submit an invoice for the full amount due.

All invoices shall include the Purchase Order Number and shall reference the PVSC Contract Number and shall also include the Contract Item Number, or a description of the goods and/or services provided.

After acceptance by the PVSC of an invoice, the Commission at their next scheduled monthly meeting will pay the amount due.

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.

01046 WORKING HOURS

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:45 a.m. to 3:00 p.m.), five (5) days per week, with the exception of PVSC Holidays. Other hours require PVSC consent and approval. A list of PVSC Holidays will be provided to the Contractor.

01047 MANUFACTURER'S CERTIFICATION AND ACCEPTANCE

The Contractor shall supply to the Owner a certificate from each manufacturer of equipment, certifying that the equipment as installed and tested meets all the requirements of the Contract Documents, that it is fully suitable and will function properly for the use intended and within the

system called for by the Contract Documents, and that the guarantee as required by this Contract will be in full force and effect.

When the specifications call for "supervision, installation, adjustment, start-up," and words of similar intent, by the manufacturer's "factory employed technicians," the Contractor shall provide a certificate co-signed by the manufacturer as to compliance with the stipulated requirements.

The Contractor is hereby put on notice that final acceptance of any equipment will be withheld, appropriate amounts of money will be retained by the Owner, and the warranty period will not commence until such certifications are supplied.

01048 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.

01310 SCHEDULING

Within ten (10) days after receipt of Notice to Proceed the Contractor shall meet with the PVSC Plant Engineer to provide a schedule of work, acceptable to the Owner.

01410 TESTING OF MATERIALS

The Commission may hire a testing laboratory to determine if the materials conform to the specifications. If the specifications are not met, the materials will be rejected and the cost of testing will then be paid by the vendor.

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 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.

01603 **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.

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 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.

01604 MATERIALS HANDLING AND STORAGE

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.

This section shall not apply with respect to domestic materials, 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 or 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 permitted. Any request for exception of this requirement shall be in writing and shall be approved by the Engineer.

DIVISION 15 - MECHANICAL

15066 STAINLESS STEEL PIPE & FITTINGS

1. Stainless Steel Pipe for Oxygen Service

All pipe shall be four (4") inch diameter Schedule 10S, seamless stainless steel Type 316L, and shall conform to material specification ASTM A312 and dimensional specifications per ANSI B36.19. Pipe shall be furnished in 20 ft. random lengths without circumferential welds. Welded pipe will not be acceptable. Pipe shall be manufactured by Tubacex, Salzgitter, Pexco or an approved equal.

2. Stainless Steel Fittings (Long Radius Elbows, Tees & Flanges) for Oxygen Service

All fittings (Long radius elbows, tees & flanges) shall be four (4") inch diameter schedule 10S, seamless, Type 316L butt welded ends. Fittings shall conform to material specifications ASTM A403, Grade WP 316L and to dimensional specification ANSI B16.9.

Flanges shall be type 150 lbs. Class raised face slip-on style and raised face blind flanges of stainless steel Type 316L material ASTM A182 and dimension specifications ANSI B16.5. Fittings shall be manufactured by Taylor Forge or an approved equal.

3. Material

The material used for manufactured pipe and fittings shall be low carbon (0.035 Max.) austenitic stainless steel and shall meet all applicable standards.

4. Finishes – Heat Treatment

Finish shall be No. 2D or better. After all manufacturing stages have been completed, all stainless steel material shall be pickled and passivated (completely immersed for a minimum 15 minutes in 10% Nitric Acid 2% Hydrofluoric Acid at 120 degrees F, followed by a neutralizing rinse).

5. Certification

The Vendor shall submit with every order a Certificate of Conformance to this specification and Mill Test Reports (MTR's). The MTR's shall include chemical results, tensile results, type of heat treatment, starting material, seamless construction and heat identification.

All documentation shall be mailed to:

Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, NJ 07105
Attention: Mr. John Maia

All documents shall list the PVSC Purchase Order Number.

6. Marking

Each pipe and fitting shall be permanently identified by designating type, nominal size, wall thickness, ASTM designation, seamless, grade of material, heat number and manufacturers name.

7. Cleaning for Oxygen Service

A. All pipe and fittings of this Contract will be in contact with Gaseous Oxygen or Oxygen Enriched Gas. All pipe and fittings must be cleaned to remove harmful contamination prior to the introduction of oxygen. Harmful contamination would include both organic and inorganic materials such as oils, greases, paper, fiber, rags, wood pieces, dust, solvents, weld slag, rust and dirt, which if not removed, could cause a combustion reaction in an oxygen atmosphere or result in an unacceptable product purity. The

Vendor shall submit applicable cleaning specifications to the Engineer for approval. These cleaning specifications shall apply to all pipe and fittings furnished under this Contract.

- B. All pipe and fittings will be used in Oxygen Service and shall be inspected and approved for cleanliness in accordance with the applicable Compressed Gas Association, Inc. CGA G-4.1; Cleaning Equipment for Oxygen Service Standard and/or the Oxygen Cleaning Specifications discussed below.

1) Class AA requirements.

These requirements apply to non-movable surfaces which through use contact pure oxygen or oxygen enriched gas.

a. General

- 1) Solvents used for cleaning shall be of commercially approved grade and/or type. The oxygen cleaning solvent shall be 1-1-1 trichloroethane or Actrel 3349L and must be approved by the Engineer. Cleaning may be accomplished by any method, or combination of methods, which will provide acceptable result.
- 2) Cleaned systems shall be drained and thoroughly purged of cleaning media.
- 3) Flux residue shall be removed from brazed, soldered and welded joints of assemblies.
- 4) Pressure test of assemblies, if performed after cleaning, will be accomplished with filtered (as necessary to maintain required cleanliness) water, nitrogen, or dry, oil-free air. Systems tested hydrostatically shall be thoroughly dried.

b. Quality Requirements

- 1) Visual examination of the direct surface under strong white light shall indicate:
 - a) No evidence of moisture.
 - b) Essentially free of corrosion products.
 - c) Free of scale, weld spatter and other foreign matter.
 - d) Free of organic material such as oil, grease, crayon, paint, etc.
- 2) Ultraviolet (3660 a.u. wavelength) inspection shall indicate:
 - a) No hydrocarbon fluorescence.
 - b) Isolated particles of lint are acceptable.
- 3) Wipe test (using Whatman #44, or equal, filter paper or lint free cloth) examination by rubbing lightly over the surface shall indicate:
 - a) No appreciable discoloration of the wiping media.
 - b) No evidence of oily residue (not detectable by A or B above).
- 4) Particle population per square foot of surface tested is limited to:

- a) No particle larger than 1000 microns. A particle is defined as any solid matter other than a fiber. The size is determined by the longest single dimension.
- b) No more than ten (10) particles between 500 and 1000 microns.
- c) No fiber in excess of 2000 microns in length, and no accumulation of fibers. A fiber is defined as a nonmetallic, flexible, threadlike structure with a length to diameter ratio of at least ten (10).

5) In accessible surface will be flushed to determine the degree of surface cleanliness. A 100 ml. sample volume of effluent will serve to represent the rinse of one (1) square foot of enclosed surface. Par. IV B and D will govern acceptance. The sample will be passed through a filter membrane and examined for compliance with requirements of this standard.

c. Sealing

Parts having small openings may be protected by caps or plugs. Small to medium sized components may be sealed in plastic bags, or protected by other appropriate means. Openings on large equipment may be sealed, preferably with caps, plugs, or blind flanges where appropriate. Taped solid board blanks or other durable covers which cannot introduce contamination into the equipment when removed, can also be used to seal such openings.

d. Labeling

Include labeling to show oxygen service cleaning of parts, a statement, "Cleaned for Oxygen Service" or other suitable wording should appear on the part, or package as applicable. Additional information which may be included is as follows:

- 1) A statement, "This equipment is cleaned in accordance with Oxygen Cleaning Specification No. CGA G-4.1 or Class AA."
- 2) Date of inspection and the inspector's stamp or marking.
- 3) Description of the part, including part number if available.
- 4) Statement, "Do not open until ready for use."

8. Consumables

A. Cutting Wheels

Furnish and deliver Saitech 0.045" for cutting stainless steel, Part No. 22072 manufactured by United Abrasives, Inc. 1-800-5927 or an approved equal.

This cutting wheel shall be of the following dimensions:

Wheel Dia. = 4.5"
 Size Width = 0.045"
 Bore = 7/8"
 Qty./Box = 50

B. Grinding Wheels

Furnish and deliver Saitech 1/4" for grinding metal, Part No. 20060 manufactured by United Abrasives, Inc., 1-800-428-5927, or an approved equal.

The grind wheel shall be of the following dimensions:

Wheel Diameter = 4.5"

Size Width = 0.045"
Bore = 7/8"
Qty./Box = 25

C. Welding Wire

Furnish and deliver stainless steel type 316L TIG (GTAW) AWS A5.9 Grade, Class ER316L, of 1/16" diameter and 3/32" diameter X 36" long welding wire manufactured by Weldcote Metals, 1-704-739-4115, or an approved equal.

D. Tungsten Electrodes

Furnish and deliver tungsten, 2% thoriated (EWTh-2) AWS A5.12-69, 3/32" diameter X 7" long for stainless steel type 316L material manufactured by Weldcote Metals, 1-704-739-4115, or an approved equal.

E. Twist Wheel Brush

Furnish and deliver twist wheel brush, 4" diameter with stainless steel stringer bead crimped wire of 32 knots for angle grinder of arbor size 5/8"-11 UNC, wire size 0.020", 7/8" trim length manufactured by Weiler available through Grainger Part No. 3H609, or an approved equal.

9. Reference Documents

A. ASTM Standards

- | | |
|------|--|
| A182 | Specifications for forged or rolled alloy steel pipe flanges, forged Fittings, and valves, and parts for high-temperature service. |
| A312 | Specification for seamless and welded austenitic stainless steel pipe. |
| A403 | Specification for wrought austenitic steel piping fittings. |

B. ANSI Standards

- | | |
|--------|--|
| B16.5 | Dimensional standards for steel pipe flanges and flanged fittings. |
| B16.9 | Factory made wrought steel butt welding fittings. |
| B36.19 | Dimension standards for stainless steel pipe. |

C. Compressed Gas Association (CGA) Standards

- | | |
|-----------|--|
| CGA G-4.1 | Cleaning equipment for oxygen service. |
|-----------|--|

D. American Welding Society (AWS)

- | | |
|-----------|---|
| AWS A5.9 | Specification for bare stainless steel welding electrodes and rods. |
| AWS A5.12 | Specification for tungsten and oxide dispersed tungsten electrodes for arc welding and cutting. |

APPENDIX

APPENDIX 1

STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY, TWO YEAR CHAPTER 51 / EXECUTIVE ORDER 134 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS

APPENDIX I



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	
General Information	
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 _____
(Including trade name if applicable)

Business Type

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Professional Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> 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 _____ 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 _____

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, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th 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.