

00000 BID DOCUMENT SUBMISSION CHECKLIST

Contract No. **B089 CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

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

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) Power Concrete Co Inc.

By Authorized Representative:

Signature: 

Print Name and Title: Jose R. Casimiro - President

Date: June 6, 2017

**PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL FOR**

**CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

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 **\$1,000 or 10% of the total bid, not to exceed \$20,000** dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said default; otherwise the accompanying Bid Bond or certified check shall be returned to the undersigned.

Signature of bidder with residence and business address.

RESIDENTIAL:

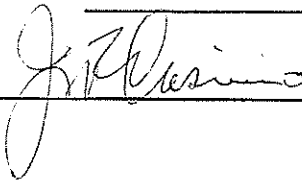


BUSINESS:

497 Raymond Blvd

Newark, NJ 07105

Signed:



Dated:

June 6, 2017

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.

Jose R. Casimiro - President

Bidder's New Jersey Business Registration Certificate Number:

0108939

(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 Commissioner's to judge his experience, skill and business standing.

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
POWER CONCRETE CO. INC.
TAXPAYER IDENTIFICATION#

ADDRESS
497 RAYMOND BOULEVARD
NEWARK NJ 07105

EFFECTIVE DATE:

04/03/87

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0108939

ISSUANCE DATE:

12/12/01

Patricia A. Chiacchis

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

00301 BID BOND

Contract No. B089

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Power Concrete Co., Inc. as Principal; and Travelers Casualty and Surety Company of America Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of **\$1,000.00 or 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 6th day of June, 20 17.

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:

**CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

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: Power Concrete Co., Inc.

Surety: Travelers Casualty and Surety Company of America

Print Name

Print Name

By: 

By: 

Authorized Signature

Authorized Signature

JOSE R. CASIMIRO

William L. Minderjahn

Print Name

Print Name

Title: PRESIDENT

Title: Attorney-In-Fact

Seal: _____

Seal: _____

00302 SURETY COMPANY CERTIFICATE

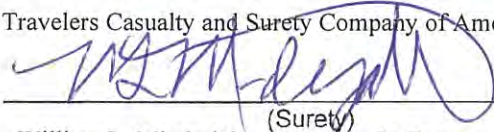
(To Accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____

Travelers Casualty and Surety Company of America (Name of Surety Company)
corporation organized and existing under the laws of the State of Connecticut and
licensed to do business in the State of New Jersey, certifies and agrees, that if Contract No. **B089** is
awarded to Power Concrete Co., Inc.
(Name of Bidder)

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

Travelers Casualty and Surety Company of America



(Surety)

William L. Minderjahn - Attorney-In-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219663

Certificate No. 006555556

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William L. Minderjahn, and Brandon Edwards

of the City of Montgomeryville, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of November, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 4th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2016

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 3,632,716,349	UNEARNED PREMIUMS	\$ 881,177,858
STOCKS	310,194,103	LOSSES	751,751,088
PREMIUM BALANCES	243,315,535	LOSS ADJUSTMENT EXPENSES	243,702,829
CASH AND INVESTED CASH	204,299,852	COMMISSIONS	26,918,117
INVESTMENT INCOME DUE AND ACCRUED	42,746,391	TAXES, LICENSES AND FEES	10,664,757
OTHER INVESTED ASSETS	3,343,421	OTHER EXPENSES	28,165,714
NET DEFERRED TAX ASSET	66,860,340	CURRENT FEDERAL AND FOREIGN INCOME TAXES	17,105,679
REINSURANCE RECOVERABLE	15,905,985	REMITTANCES AND ITEMS NOT ALLOCATED	3,576,469
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,048,445	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	72,560,698
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	24,172,079	RETROACTIVE REINSURANCE RESERVE ASSUMED	960,675
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	8,935,664
FUNDS HELD BY/DEPOSITED WITH REINSURED COMPANIES	693,881	PROVISION FOR REINSURANCE	3,834,904
OTHER ASSETS	6,460,103	REINSURANCE PAYABLE ON PAID LOSS ADJUSTMENTS EXPENSES	591,157
		ADVANCE PREMIUM	1,157,779
		PAYABLE FOR SECURITIES LENDING	13,048,445
		PAYABLE FOR SECURITIES	58,075,015
		CEDED REINSURANCE NET PREMIUMS PAYABLE	40,829,534
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,595,352
		TOTAL LIABILITIES	\$ 2,165,671,734
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,958,394,137
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,398,677,897
TOTAL ASSETS	\$ 4,564,349,631	TOTAL LIABILITIES & SURPLUS	\$ 4,564,349,631

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

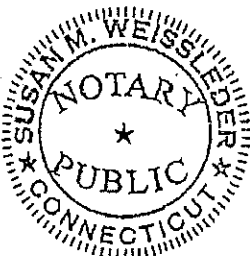
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 30TH DAY OF JUNE, 2016.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF AUGUST, 2016

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017



STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: Power Concrete Co Inc.

Address of Business: 497 Raymond Blvd, Newark, NJ 07105

Name of person completing this form: Jose R. Casimiro

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company 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, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Maria Casimiro Name: _____

Address: 497 Raymond Blvd Address: _____

Newark, NJ 07105 _____

Name: _____ Name: _____

Address: _____ Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded: N/A

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

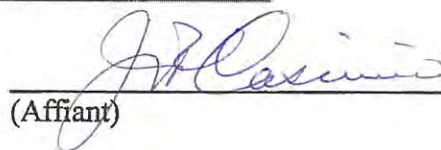
Subscribed and sworn before me this 6th day ofJune, 2017.

(Notary Public)



My Commission expires:

(Affiant)



Jose R. Casimiro - President

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

PEDRO M. ANTUNES
NOTARY PUBLIC OF NEW JERSEY
 I.D. # 50002916
 My Commission Expires 9/10/2019

00304 AFFIRMATIVE ACTION COMPLIANCE

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

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

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

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

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

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

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

**Contract No. B089 CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

Name of Contractor: Power Concrete Co. Inc

Business Name: Power Concrete Co. Inc

Mailing Address: 497 Raymond Blvd
(Mailing Address must include Street Address)
Newark, NJ 07105

Telephone No. 973-465-0030 Fax No.

Contact Person: Jose R. Casimiro

- A. Work to be performed under Contract **B089** includes, but is not limited to, the furnishing of all safety, supervision, labor, materials, supplies, equipment and all other facilities required to perform miscellaneous concrete repairs or restoration work on an as needed basis for a two (2) year period.

It is the intent of this contract to provide for supplementary repair work and related services with concrete repairs and concrete restoration which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks. Each repair task will require a specific repair methodology developed by PVSC in conjunction with the Contractor.

All work shall be performed on a time and material (T&M) basis. Labor cost shall be in accordance with the Contractor's labor rates provided in the T&M Schedule (Section 00400) which shall be submitted with the bid and will become part of this contract.

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

Costs for supervision and labor shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses. **Billing time for all services performed is to begin at the start of work at PVSC and end at the time leaving PVSC.** The minimum billable time for a call in will be four (4) hours. Wage Rates shall comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The contractor hourly rate submitted for straight time will cover PVSC's normal working hours of 7:45AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The overtime hourly rate will be used during weekdays after 40 hours per week or for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours. Overtime hourly work (if approved) will be billed at a cost of 1.5 times the T&M schedule rate.

The contractor shall be available 7 days a week for 24 hour notice on-call and emergency service work during the life of this contract and will be compensated at the respective hourly rates.

The Contractor shall have experience in all areas of concrete repairs and restoration work.

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

The contractor shall be reimbursed for materials based on invoice price plus a fixed fee in accordance with the fixed fee schedule provided in Section 01025.

Costs for the Contractor to supply rental equipment that is not included within this contract shall be based on documented invoices. Plus a fixed fee in accordance with a fee schedule provided in Section 01025

For purposes of evaluating and comparing bids only, the contractor shall provide Labor Rates for the identified labor categories on the T&M Schedule (**see Section 00400**) to maintain a hypothetical work crew at a PVSC facility, for a period of one forty (40) hour work week per year. The Contractor hourly rates for labor shall commence from the actual time the Contractor reports at the PVSC Facility requiring service until the time leaving PVSC. PVSC will maintain appropriated records showing the actual time the contractor spent on the job. The contractor will **not be** compensated for any traveling time between place of business and the PVSC Facility where work is to be performed.

All hourly labor rate(s) listed in the T&M Schedule (see Section 00400) shall be filled out. Failure to do so may be considered a non-responsive bid and may be cause for the bid to be rejected. The hypothetical work crew described is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.

The work required under this contract is indeterminate. There shall be no fixed contract amount. Work will be performed on a "Time and Material" basis. Individual Task Orders will be issued to the contractor based on an agreed upon detailed scope of work and cost. Each Task Order shall establish a "not to exceed" cost limit. Contractor's time required to develop a cost proposal for any given task or project and the time spent in pre-construction meeting(s) shall not be compensable.

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

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

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

- B.** All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is 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 each of the total bid item prices.
- D.** The bid item prices shall be net, including all transportation charges fully prepaid by vendor, F.O.B. Destination.
- E.** Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- F.** Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law ("LPCL"). Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest to do so pursuant to N.J.S.A. 58:14 et seq.
- G. Contract Period and Extension Option:** Passaic Valley Sewerage Commission reserves the right to extend this contract should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law ("LPCL"). The Contractor will be so notified of the Commission's intent at least thirty (30) days prior to the expiration date of the existing contract. The Contractor shall have fifteen (15)

calendar days to respond to the Commission's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including all prices, will be applicable.

- H. The successful Bidder shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the General Conditions, Section 00727. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- I. It is the bidder's responsibility to visit the PVSC facilities to inspect and to verify all locations, dimensions, conditions and access as needed to perform the contract work. Arrangements for the site visit can be made by contacting Mr. Michael Donne, Mechanical Engineer at (973) 817-5801.
- J. No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N.J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.
- K. 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".
- L. Only Bidders 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.
- M. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

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

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

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

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

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

- N. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- O. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

To the extent that N.J.S.A. 2A:30A-2 et seq. applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) et seq. shall apply solely for the benefit of PVSC.

- O. 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.
- P. Payment will be made in accordance with the Schedule as specified in Division 1, Section 01025.
- Q. **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.**

To the extent that N.J.S.A. 2A:30A-2 et seq. applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) et seq. shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

COUNTY OF

I, Jose R. Casimiro of the Power Concrete Co. Inc in the County
of Essex and State of New Jersey, of full age, being duly sworn according to
law, on my oath depose and say that:

I am President of Power Concrete Co. Inc. the Bidder making the Bid for
this Project.

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

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


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

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

Sworn on Behalf of: Jose R. Casimiro - President

Name of Bidder: Power Concrete Co. Inc.

Sworn and subscribed to
before me this 6th day
of June, 2017.


Notary Public of New Jersey

PEDRO M. ANTUNES
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50002916
My Commission Expires 9/10/2019

00400 SUPPLEMENTS TO BID FORMS
CONTRACT NO. B089
CONTRACTOR MUST COMPLETE ALL BID ITEMS OR BID SHALL BE CONSIDERED NON RESPONSIVE
(If your firm does not employ Apprentice Labor, insert zero dollars (\$0) per hour in Line Item 13 column 5 and column 7 below.)

For purposes of evaluating and comparing bids, the Bidder shall provide the following cost to maintain a hypothetical work crew at PVSC Facility, for the period of time outlined below, including a hypothetical material costs and contractor owned or rented equipment costs.

Hourly Rate per Person shall include all wages, labor, travel, taxes, insurance (including Liability Insurance), overhead, licenses, qualifications, profit and all other mark-ups and costs.

if your firm does not employee Apprentice Labor, then enter \$0 per hour

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
ITEM	Labor Classification	Units	Number of Hours	Rate Per Hour Year One	Total Cost Year One No. of Hours x Rate per Hour	Rate Per Hour Year Two	Total Cost Year Two No. of Hours x Rate per Hour
1.	Stone Mason Forman Straight Time	Per Hour	160	132.00	21,120.00	140.00	22,400.00
2.	Stone Mason Forman Over Time	Per Hour	40	171.00	6,840.00	182.00	7,280.00
3.	Stone Mason Forman Premium Time	Per Hour	16	210.00	3,360.00	223.00	3,568.00
4.	Stone Mason Journeyman Straight Time	Per Hour	160	128.00	20,480.00	136.00	21,760.00
5.	Stone Mason Journeyman Over Time	Per Hour	40	163.00	6,520.00	173.00	6,920.00
6.	Stone Mason Journeyman Premium Time	Per Hour	16	206.00	3,296.00	219.00	3,504.00
7.	Labor Forman Straight Time	Per Hour	160	128.00	20,480.00	136.00	21,760.00
8.	Labor Forman Over Time	Per Hour	40	167.00	6,680.00	177.00	7,080.00
9.	Labor Forman Premium Time	Per Hour	16	206.00	3,296.00	218.00	3,488.00
10.	Laborer Straight Time	Per Hour	160	124.00	19,840.00	132.00	21,120.00
11.	Laborer Over Time	Per Hour	40	159.00	6,360.00	169.00	6,760.00
12.	Laborer Premium Time	Per Hour	16	197.00	3,152.00	209.00	3,344.00
13.	Apprentice* Straight Time	Per Hour	-	N/A	NOT APPLICABLE	N/A	NOT APPLICABLE
14.	Equipment Operator Straight Time	Per Hour	160	157.00	25,120.00	167.00	26,720.00
15.	Equipment Operator Over Time	Per Hour	40	228.00	9,120.00	242.00	9,680.00
16.	Equipment Operator Premium Time	Per Hour	16	296.00	4,736.00	314.00	5,024.00
Total Year One Sum Column 6					160,400.00	Total Year Two Sum Column 8	170,408.00
LABOR TOTAL (SUM YEAR ONE AND YEAR TWO) (Sum of Column 6 + Column 8)				\$ 330,808.00			

Overtime and Premium Time will be allowed when approved in advance by PVSC. The overtime hourly rate will be used for more than 8 hours in a day, and all Saturday hours. Premium rate will be used for Sundays and Holidays.

Note:

*Item No. 13, Apprentice Straight Time Labor Costs for Year 1 and Year 2 shall not be included in the hypothetical total bid price. The hourly rate for ALL Apprentice's shall be provided for future work if necessary. If your firm does not employ Apprentice Labor, insert zero dollars (\$0) per hour in Line Item 13 column 5 and column 7 above.

Item 17 Materials

Contractor will be paid for actual cost of materials plus a fixed fee in accordance with a fee schedule provided in Section 01025. Estimated Cost is Actual Cost plus Markup.

ITEM	ITEM	UNIT	EST.	BID UNIT	ESTIMATED
17.	Materials	Actual Cost	1	\$30,000.00	\$33,750.00

Item 18 Equipment Contractor Owned or Rental

Contractor will be paid for the cost of Contractor owned equipment **ONLY** as specified in footnotes for Item 18, plus a fixed fee in accordance with a fee schedule provided in Section 01025. Contractor will be paid the cost of rented equipment plus a fixed fee in accordance with a fee schedule provided in Section 01025. Estimated Cost is Actual Cost plus Markup.

ITEM	ITEM	UNIT	EST.	BID UNIT	ESTIMATED
18.	Equipment Rented or Contractor Owned	Actual Cost	1	\$30,000.00	\$33,750.00

Item 19 Unforeseen Contingency

The "Unforeseen Contingency" allowance is intended to provide for work that may later be determined to be necessary for the completion of the project but is not covered in the bid specifications. Written authorization by the **OWNER** for utilization of any part of the contingency allowance for any such work shall be required.

ITEM	ITEM	UNIT	EST	BID UNIT	TOTAL
19.	Unforeseen Contingency	Actual Cost	1	\$20,000.00	\$20,000.00

NOTE: CONTRACTOR MUST COMPLETE ALL BID ITEMS OR BID SHALL BE CONSIDERED NON RESPONSIVE

NOTE: THE TOTAL AMOUNT BID IS THE CORRECT SUM OF THE UNIT PRICES BID MULTIPLIES BY THE LISTED QUANTITIES.

00403 (To be used if the contract value is expected to exceed \$100,000.00)

PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACT NO. B089 - SUBCONTRACTOR LISTING

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

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

Jose R. Casimiro - President

Name and Title of Authorized Representative



Signature of Authorized Representative

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

**Contract No. B089 CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

00401 Supplement to Bid Forms

REFERENCE QUESTIONNAIRE

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

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION AND CONTRACT PRICE	CHECK PRIME OR SUBCONTRACTOR PR SUB	LIST NAME & TEL. NO. OF PERSON IN CHARGE	APPROX. DATE COMPLETED MO. / YR.
NJDOT Parkway Avenue Trenton, NJ 08625 609.530.6355	Bridge Preventive Maintenance 2015-1 Route I-78, Greenwich, Franklin, Bethlehem, Union, Clinton, Readington, Tewsbury, Bloomsbury, Warren, Hunterdon and Somerset Counties Deck Repairs, Spall repairs to Deck, Piers, Wall \$2,058,833.27	Prime		December 2016
NJDOT Parkway Avenue Trenton, NJ 08625 609.530.6355	Bridge Preventive Maintenance Contract 2012-1 Route 78 Union, Clinton, Readington, Bedminster Hunterdon, & Somerset Counties Deck Repairs, Spall repairs to Deck, Piers, Wall \$1,088,117.00	Prime		July 2016
NJDOT Parkway Avenue Trenton, NJ 08625 609.530.6355	Bridge Preventive Maintenance Contract 2014-1 Route 55 Cumberland and Gloucester Counties Deck Repairs, Spall repairs to Deck, Piers, Wall \$3,488,452.00	Prime		August 2015
NYCDDC 30-30 Thomson Ave Long Island City, NY 11101 (718) 391-1000	2015K - Curbs and Sidewalks Brooklyn, NY Install curbs and sidewalks \$4,669,242.50	Prime		October 2016
Tishman Technologies 11 Broadway, Suite 855 New York, NY 10004 (646) 786-6565	Verizon Broad Street NYC, NY Spall repairs, curbs and sidewalks \$515,733.00	Sub		January 2016

00402 ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**PASSAIC VALLEY SEWERAGE COMMISSION****CONTRACT NO. B089****CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

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

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Addendum No. 1	Online at PVSC	May 15, 2017
Addendum No. 2	Online at PVSC	May 23, 2017

Acknowledgment by Bidder:

Name of Bidder:

(Company Name) Power Concrete Co. Inc.

By Authorized Representative:

Signature:

Print Name and Title: Jose R. Casimiro - President

Date:

June 6, 2017

00404 PUBLIC WORKS CONTRACTOR REGISTRATION

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

PUBLIC WORKS CONTRACTOR REGISTRATION

CONTRACT NO. B089

**CONCRETE REPAIRS AND RESTORATION ON AN AS NEEDED BASIS
FOR A TWO (2) YEAR PERIOD**

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

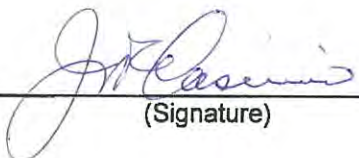
"No contractor shall bid on any contract for public work as defined in section 2 of P.L 1963, c150 (C34:11 – 56.26 et seq.) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant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

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

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

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

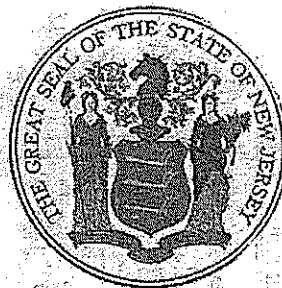
3. On and after August 16, 2003, Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As a practical matter, proof of required registration should be submitted with the Bid].
4. By signing this form, the Contractor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

 6/6/17
(Signature) (Date)

Jose R. Casimiro - President
(Name and Title of Signer - Please type)

Certificate Number
605034

Registration Date: 03/07/2016
Expiration Date: 03/06/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2016
Power Concrete Co., Inc.

Responsible Representative(s):
Joaquim Casimiro, President

Responsible Representative(s):
Jose Casimiro, Vice-President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner



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 Power Concrete Co Inc.
(Including trade name if applicable)

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

Address 1 497 Raymond Blvd Address 2 _____
City Newark State NJ Zip 07105 Phone 973-465-0030
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	<u></u>	Print Name	<u>Jose R. Casimiro</u>
Phone Number	<u>973-465-0030</u>	Date	<u>6-6-2017</u>
Title/Position	<u>President</u>		

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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP/BID:

Bidder/Offeror: Power Concrete Co Inc.

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

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


PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____		Relationship to
Bidder/Offeror: _____		
Description of Activities: _____		

Duration of Engagement: _____		Anticipated Cessation
Date: _____		
Proposer Contact Name: _____		Contact Phone
Number: _____		

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

Full Name (Print) Jose R. Casimiro
Signature 
Title President
Date: 6-6-2016