



***“Protecting Public Health and the Environment”***

## **CONTRACT B483A**

PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NJ 07105

### **CONTRACT AND SPECIFICATIONS**

**TO**

**FURNISH & DELIVER VARIOUS SIZES AND TYPES OF STAINLESS STEEL PIPE AND  
FITTINGS TO THE PVSC WAREHOUSE FOR A TWO (2) YEAR PERIOD**

**BID DOCUMENT SUBMISSION CHECKLIST**

Contract B483A FURNISH & DELIVER VARIOUS SIZES AND TYPES OF STAINLESS STEEL PIPE AND FITTINGS TO THE PVSC WAREHOUSE FOR A TWO (2) YEAR PERIOD

	<b><i>Item</i></b>	<b><i>Contract Section</i></b>	<b><i>Initial Each Item Submitted with Bid</i></b>
1.	Invitation To Bid	INV-1 to INV-2	
2.	Acknowledgment of Receipt of Changes to Bid Documents	ACK-1	
3.	Signature	S-1	
4.	References	R-1	
5.	Bid Bond or Certified Check *	BB-1	
6.	Statement of Ownership *	SO-1	
7.	Affirmative Action Compliance	AAC-1	
8.	Instructions To Bidders	IB-1	
9.	Proposal	P-1 TO P-2	
10.	Vendor Bid List	VBL-1 – VBL 11	
11.	Bidders Exception List	BE-1	
12.	Insurance Requirements	P-3	
13.	Contract Agreement	CA-1 To CA-2	
14.	Disclosure Of Investment Activities in Iran	DISC-IR	
15.	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	DISC-RU	
16.	NJ Business Registration Req.	BR-1	
17.	General Conditions	GC-1 to GC-5	
18.	Supplemental Conditions	SC-1 To SC-5	
19.	Division 15 - Mechanical	Division 15 -Mechanical	

**\* Failure to submit these documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23-2)**

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:

**PASSAIC VALLEY SEWERAGE COMMISSION****ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM****CONTRACT B483A**

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

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

**Acknowledgment by Bidder:**Name of Bidder:  
(Company Name) \_\_\_\_\_

By Authorized Representative:

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

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

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

**INVITATION TO BID**

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on February 20, 2026 in the PVSC Purchasing Department, Administration Building. At that time and place, and in accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, the sealed proposals will be publicly opened, announced and recorded via the Zoom Conferencing Application at <https://pvsc.zoom.us/j/2496333971>. Bidders can also dial into the bid opening by phone at (1+646 876 9923), access code (249 633 3971).

Proposals shall be enclosed in opaque sealed envelopes, addressed to the 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 mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal, preferably by registered mail.) If forwarded by express carrier or other delivery service, please be advised that access to the PVSC is restricted to the following address: 734 Wilson Avenue, Newark New Jersey 07105. The outside envelope containing bids must clearly identify the bid number, contract name and bid opening date. Failure to follow this procedure is grounds for rejection.

**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 Picture Driver's License or Passport. This applies to bid openings, pre-bid conferences and all on-premises contract work.

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 \$ 1,000.00 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 to 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.

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 checks will be returned to the unsuccessful bidders within three (3) 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.

The bidder to whom the contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter. 127, NJAC 17:27 Affirmative Action Compliance.

The bidder to whom the contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address given by 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.

The sureties or surety company must be satisfactory to the Passaic Valley Sewerage Commission

Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid should they deem it to be for their interest so to do. Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be for their interest so to do.

If the contractor elects to provide the specified bid security in lieu of a performance bond, the bid security shall become a bond for the successful bidder and will be returned to him upon completion of the contract.

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  
600 Wilson Avenue, Newark, N.J. 07105**

**PASSAIC VALLEY SEWERAGE COMMISSION**  
**PROPOSAL TO**

**FURNISH & DELIVER VARIOUS SIZES AND TYPES OF STAINLESS STEEL PIPE AND  
FITTINGS TO THE PVSC WAREHOUSE 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 principals 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 therefor 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 certified check and the proceeds thereof for \$1,000.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said failure to default; otherwise the accompanying check shall be returned to the undersigned.

Signature of bidder with residence and business address.

Business \_\_\_\_\_ Residence \_\_\_\_\_

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

If the bidder can give the names and addresses of the proposed sureties or surety company that will sign the bond, he is requested to do so below. The names will not be made public.

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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 of his experience, skill and business standing.

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***BID BOND*****KNOW ALL MEN BY THESE PRESENTS** That we, the

Principal; and \_\_\_\_\_ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of \$1,000.00 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 \_\_\_\_\_

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 & DELIVER VARIOUS SIZES AND TYPES OF STAINLESS STEEL PIPE AND FITTINGS TO THE PVSC WAREHOUSE 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 the 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: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Seal: \_\_\_\_\_

Seal: \_\_\_\_\_

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

Under the provisions of the State Law (NJEA 52: 25-24.2, 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 per cent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten per cent (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 10% OR GREATER INTEREST:

<u>Names</u>	<u>Addresses</u>
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2. OWNERS OF 10% OR MORE OF THE STOCK OF THE CORPORATION, INCLUDING STOCK OF ALL CLASSES. IF NONE, SO INDICATE, DO NOT LEAVE THIS SPACE BLANK:

<u>Names</u>	<u>Addresses</u>
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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 WHAT- EVER CLASS WHO OWN A 10% OR GREATER INTEREST IN THE PARTNERSHIP OR CORPORATION LISTED UNDER ITEM 2:

IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK.

<u>Names</u>	<u>Addresses</u>
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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 WAIVABLE 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.

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/OR EXECUTION THEREOF:

#### AFFIRMATIVE ACTION COMPLIANCE

Pursuant to Public Law 1975, C. 127,(NJAC 17:27 Affirmative Action Compliance requires that successful bidders on contracts let by Public Agencies prior to or with the execution of the contract, the low bidders shall 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 (OFCCP).
2. Photo copy of the Certificate of Employee Information Report.
3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.
4. Failure to supply the Affirmative Action document within the time frame allowed by law, will require the Public Agency to declare the contractor as being non-responsive.

INSTRUCTIONS TO BIDDERS

1. The vendor is not required to bid on every item on the contract. The vendor shall fill in the percentage discount off manufacturer's price list for all the items he wishes to deliver.
2. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. All equals or exceptions submitted by bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be submitted with the bid proposal and conform to each requirement of the specifications. Note: If these documents are not provided the bid will not be evaluated.

Any and all exceptions or alternates to manufacturer's brand, model and/or proprietary trade name indicated, shall be legible and complete in every detail on the attached "bidders exception list", and additional stationary as required at bidders expense. It is understood if no exception is taken the vendor shall supply all the materials exactly as specified. Note: If these documents are not supplies the bid will not be evaluated.

3. The vendor shall submit bids to provide tools itemized in the listed catalogues. The vendor shall bid in reference to the manufacturer's list price. The vendor shall bid in reference to the manufacturers current list price. Only the manufacturers current catalog and price list will be acceptable. If a vendor submits anything other than the current catalog and current list price that item will be considered no-bid.

The catalogues listed refer to the most current catalogue on the date that the bid is due. Vendors must submit the manufacturer's published suggested price list (list price) along with each catalogue for evaluation. The catalogues and price lists must specifically coincide with the manufacturer's catalogue indicated in the vendor's format list. Catalogues and price list MUST be labeled "Item 1", "Item 2" etc.. to correspond with the vendor's format list. Note: If the catalogues and price lists are not labeled correctly the bid will not be evaluated!

The vendor shall indicate percent discount off the manufacturer's list price for each item he/she intends to bid. The resulting prices shall remain effective for the term of the contract regardless of the price expiration date.

Vendors shall supply a minimum of "5" numbered copies of each catalogue and "5" numbered copies of each price list representative of the items bid WITH THE BID PROPOSAL!

**Vendors shall supply along with the catalog and price list a copy of the catalog and price list in computer media format on CD and or 3.5" diskette "IF AVAILABLE".**

**NOTE: If these correctly numbered documents are not provided with the BID PROPOSAL the bid will not be evaluated and rejected!**

**Failure to supply the numbered copies of the catalogs and price lists will cause the Commission to hold the Vendor in default of contract!**

If no catalogue is identified on the vendor's format list, the bidder shall bid on the current catalogue, and clearly identify on the bid proposal which catalogue will be used, and follow the same procedure as if the catalogue had been listed.

4. The Commission reserve the right to award this contract on a per item bases, or in total, or they may accept any alternate that they deem to be in their best interest, or they may reject all bids.
5. All proposals shall be filled out by handwritten pen, in black ink, or typewriter, and must be legible. All corrections made after the bid 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.**
6. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.
7. **The bidder shall forward his bid proposal under separate cover. DO NOT ENCLOSE the bid proposal with the required catalogs and price list. Failure to submit the bid proposal separately from the catalogs and price list will result in the bid not being accepted. Both packages must be clearly identified as instructed elsewhere in the contract documents.**

**BID SHEET**NAME OF BIDDER: BUSINESS NAME: ADDRESS: TELEPHONE NO:  FAX NUMBER: Vendor Email:  Vendor FEIN: 

1. The vendor shall furnish and deliver the items listed on the bid to the PVSC Warehouse for a one year period, 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 percentage discount off manufacturer's
2. price list as shown on the attached vendor's format list.
  - a. Total number of items bid \_\_\_\_\_
2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.
3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.
4. The vendor is not required to bid on every item on the contract. The vendor shall fill in the percentage discount off manufacturer's price list for all the items he wishes to deliver.
5. The term of this contract is for a two (2) year period beginning February 1, 2026 and extending thru January 30, 2028. All prices shall hold firm, and not subject to increase during the term of the contract.
6. The Commission do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
7. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. All equals or exceptions submitted by the bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be submitted with the bid proposal and conform to each requirement of the specifications. NOTE: If these documents are not provided the bid will not be evaluated.

Any and all exceptions or alternates to manufacturer's brand, Model and/or proprietary trade name indicated, shall be legible and complete in every detail on the attached "bidders exception lists", and additional stationary as required at bidder's expense. It is understood if no exception is taken the vendor shall supply all the materials exactly as specified. Note: If these documents are not provided the bid will not be evaluated.

8. The Vendor shall submit bids to provide tools itemized in the listed catalogs. The vendor shall bid in reference to the manufacturer's list price.

The catalogs listed refer to the most current catalog on the date that the bid is due. Vendors must submit the manufacturer's published suggested price list (list price) along with the catalogs for evaluation. The catalogues and Price lists must specifically coincide with the manufacturer's catalog indicated in the vendor's format list. Catalogues and Price lists must be labeled "Item 1", "Item 2", etc. to correspond with the vendor's format list. Note: If the catalogues and price lists are not labeled correctly, the bid will not be evaluated.

The vendor may indicate percent discount off manufacturer's list price for each item he intends to bid. The resulting prices shall remain effective for the term of the contract regardless of the price list expiration date.

If no catalog is identified on the vendor's format list, the bidder shall bid on the current catalog, and clearly identify on his bid proposal which catalog he intends to use, and follow the same procedure as if a catalog had been listed.

9. Deliver period \_\_\_\_\_ days.

Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnish within the specified days on the bid form said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller. To cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion of order or orders already delivered and accepted. The Commission reserve the right to seek any redress for damages under the Default article of the contract.

10. The Commission reserve 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.

11. 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.

12. After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due.

13. 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.

14. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.

15. Failure to supply the necessary Affirmative Action documents will result in the contractor being declared non-responsive and his bid will be rejected.

**NOTE: The vendor shall clearly mark on the outside of the envelope containing his bid, the bid number, contract name, and the bid opening dates.**

VENDOR AWARD LISTUnit of Measure for Pipe: FootUnit of Measure for Fittings: Each

<u>Item</u>	<u>Size</u>	<u>Description</u>	<u>Scd.</u>	<u>Type</u>	<u>Material/Dimension</u>	<u>Unit Price</u>	<u>Manufacturer</u>
9	2"	Coupling	150#	Socket Weld	SA182-F316L per ANSI B16.11		
10	2"	Weld-O-Let	3000#	Socket Weld	SA182-F316L per ANSI B16.11		
43	4"	Lateral	40S	Butt Weld	SA403-WP-S,316L per ANSI B16.9		
54	5" x 4"	Reducing Elbow	40S	Butt Weld	SA403-WP-S,316L per ANSI B16.9		
58	5" x 3"	Weld-O-Let	40S	Butt Weld	SA182-F316L per ANSI B16.9		
67	6" x 5"	Reducing Elbow	40S	Butt Weld	SA403-WP-S,316L per ANSI B16.9		
72	6" x 3"	Weld-O-Let	40S	Butt Weld	SA182-F316L per ANSI B16.9		
82	8" x 5"	Reducing Elbow	40S	Butt Weld	SA403-WP-S,316L per ANSI B16.9		
85	8" x 3"	Weld-O-Let	40S	Butt Weld	SA182-F316L per ANSI B16.9		
91	12"	Pipe, Seamless	XXS	Plain End	SA312-TP316L per ANSI B36.19		
92	12"	Pipe, Welded	XXS	Plain End	SA312-TP316L per ANSI B36.19		
93	12"	Tee	XXS	Butt Weld	SA403-WP-S,316L per ANSI B16.9		
94	12"	Tee	XXS	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
96	12"	Stub End	80S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
102	16"	Tee	10S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		

VENDOR AWARD LISTUnit of Measure for Pipe: FootUnit of Measure for Fittings: Each

<u>Item</u>	<u>Size</u>	<u>Description</u>	<u>Scd.</u>	<u>Type</u>	<u>Material/Dimension</u>	<u>Unit Price</u>	<u>Manufacturer</u>
103	16" x 16" x 10"	Reducing Tee	10S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
105	16"	Stub End	10S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
126	18"	Tee	10S	Butt Weld	SA403-WP-WX,304L per ANSI B16.9		
127	18"	Tee	10S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
128	18"	Tee	40S	Butt Weld	SA403-WP-WX,316L per ANSI B16.9		
129	18"	Tee	40S	Butt Weld	SA403-WP-WX,304L per ANSI B16.9		
132	18"	Stub End	10S	Butt Weld	SA403-WP-WX,304L per ANSI B16.9		
133	18" X 4"	Weld-O-Let	10S	Butt Weld	SA182-F304L per ANSI B16.9		

VENDOR AWARD LISTUnit of Measure for Pipe: FootUnit of Measure for Fittings: Each**PLEASE NOTE THE FOLLOWING:**

Owing to the volatile prices of alloying elements, adjustments to the unit prices shown on the Vendors Bid List, will be provided for as follows:

1. The unit prices shown on the Vendors Bid List will be considered the vendor's pricing to PVSC as of the bid opening date, from which future price adjustments can be made for items awarded to the vendor by PVSC.
2. The vendor will be allowed to make an upward price adjustment for awarded item or items whenever a documented manufacturer's price increase passed onto the vendor exceeds 5% of the unit price shown on the Vendors Bid List for a particular item or items. Likewise the vendor is required to make a downward price adjustment for a particular item or items whenever a documented manufacturer's price decrease passed onto the vendor exceeds 5% of the unit price shown on the Vendors Bid List for a particular item or items.
3. Along with their bid response, the vendor must supply PVSC with a copy of the manufacturer's list price schedule for the items bid on in effect as of the bid opening date. The vendor will also provide PVSC with each and every subsequent price change notification, and revised list price schedule, issued by the manufacturers identified on the Vendors Bid List, for the items that the vendor is awarded by PVSC. Failure to provide PVSC with this documentation will result in no allowable upward changes to the unit prices shown on the Vendors Bid List for the awarded items. PVSC reserves the right to implement downward price adjustments as provided for in this Section if it independently obtains supporting price change documentation from the manufacturers identified on the Vendors Bid List, for the items that the vendor is awarded by PVSC.

**BIDDERS EXCEPTIONS**

Item    Description    (Including Manufacturer, Brand & Model Number)

**CONTRACT B483A  
AGREEMENT  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105  
CONTRACT AND SPECIFICATIONS  
TO  
FURNISH & DELIVER VARIOUS SIZES AND TYPES OF STAINLESS STEEL PIPE AND  
FITTINGS TO THE PVSC WAREHOUSE FOR A TWO (2) YEAR PERIOD**

**THIS AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by and between the Passaic Valley Sewerage Commission, a public body of the County of  
Essex, State of New Jersey, hereinafter called the PVSC, and

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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 PVSC, 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 unless  
stated otherwise in the bid documents, 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.

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

The PVSC shall not be liable to the Contractor for any neglect, default, delay or interference  
of or by another 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.

It is hereby mutually agreed that the PVSC is to pay and the Contractor is to receive the amount bid (less retainage, if any) and 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 as a contract 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 PVSC.

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 prevail in all cases and will govern in the award and agreement between the PVSC and the Contractor.

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

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

**PASSAIC VALLEY SEWERAGE COMMISSION  
EXECUTIVE DIRECTOR**

(SEAL) ATTEST BY: \_\_\_\_\_

**PASSAIC VALLEY SEWERAGE COMMISSION  
ACTING CLERK**

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**CONTRACTOR NAME**

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

(SEAL) ATTEST BY: \_\_\_\_\_  
**CONTRACTOR**

**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 parents, 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:** \_\_\_\_\_

## **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional Sheets If Necessary.)*

**Signature of Vendor's Authorized Representative**

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

**Vendor's Address (Street Address)**

**Vendor's Fax Number**

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**GENERAL CONDITIONS**

a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.

b. 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.

c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative 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 the authorized representative.

d. 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 the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative 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.

e. 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 or the PVSC representative 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 P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. 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.

f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.

g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..

h. 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.

i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. 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 P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. 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 P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.

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

l. The Contractor shall not employ any subcontractor that P.V.S.C. 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. P.V.S.C. 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.

m. The Contractor agrees that it is as fully responsible to P.V.S.C. 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.

n. The Contractor will be required to comply with the requirements of 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.

o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.

p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and shall defend, indemnify and save harmless P.V.S.C. 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 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.

r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative 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 P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.

s. P.V.S.C. shall pay and the Contractor shall receive as full compensation for everything furnished and done under this contract, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses and losses incurred by or in consequence of the suspension or discontinuance of the work, all in accordance with the terms and conditions of this contract.

t. 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 as defined in the contract herein 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.

u. Default - 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 hold the Contractor in default of 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. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

Failure to comply with the N. J. Worker and Community Right to Know Act shall be reason for the Commission to hold the vendor in default of the contract, and apply the default conditions as described herein.

v. Affirmative Action - 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, sex, affectional or sexual orientation. Such action 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, sex, affectional or sexual orientation;

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

The contractor , or subcontractor where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor, or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975.c.127;, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The contractor, or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor, and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27**). Failure to supply the necessary Affirmative Action documents will result in the contractor being declared non-responsive and his bid will be rejected.

**SUPPLEMENTAL CONDITIONS****A. N.J.R.S. 10:2-1**

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 intimidate in violation of the provisions of the contract; and
- d. This contract may be cancelled 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.

**B. N.J.R.S. 14A:13-3**

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do 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 if the jurisdiction of its incorporation, but no other business.

2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;

- a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitral or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
- b. holding meetings of its directors or shareholders;
- c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
- d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

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

**C. N.J.R.S. 34:11-56.27**

In accordance with the New Jersey Prevailing Wage Act for workman engaged in any public work, prevailing wage rates can be paid (as shall be designated by the Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NOTE: Prevailing wage rates will not apply or be applicable to any contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

**D. N.J.R.S. 52:24-24.2**

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.

**E. N.J.R.S. 52:33-1 AND 3**

**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 materials shall be acquired or used for any public work.

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 material 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.

The Contractor will be required to comply fully with the requirements set forth in NJAC 7:31-3.17 as stated below. Since the work is adjacent to but does not involve direct handling of chlorine equipment, the Contractor's major efforts should be directed in the area of emergency response.

7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to insure that work done by persons not directly employed by PVSC meets the applicable requirements of the risk management program. The procedures apply to specific activities involving the handling of chlorine by a contractor and/or its employees. Temporary employees, either directly hired by the PVSC or furnished by a non-employer agency, are subject to the same requirements of this chapter that are applicable to permanent PVSC employees.

(b) The procedure shall not apply to contractors providing incidental services which do not influence safety, such as janitorial work, food and drink services or other supply services;

(c) The procedures shall apply to the following activities performed by the contractor and/or its employees:

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;
2. Assistance as chlorine operators in facilities handling chlorine; and
3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

(d) The procedure shall require the contractor to inform, train and evaluate its employees, as applicable to individual assignments, concerning:

1. The requirements of the site's preventive maintenance program;
2. The applicable provisions of the facility standard operating procedure on chlorine; and
3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;
2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;
3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;
4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.

5. The PVSC will periodically evaluate the performance of the contractors in fulfilling their obligations as required below:

- i. The PVSC will request that the contractor assure that it and/or each of its employees is trained in work practices necessary to safely perform his/her job;
- ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;
- iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;
- iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;
- v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

## **DIVISION 15 - MECHANICAL**

### **15060 PIPE AND FITTINGS**

#### **1. TUBE AND PIPE**

All tube and pipe shall conform to material specifications per ASTM A312 and dimensional specifications per ANSI B36.19 and shall be furnished in 10' or 20' random lengths as ordered without circumferential welds.

#### **2. FITTINGS**

All tube and pipe fittings shall conform to material specification as per ASTM Spec. A403, Class WP-S or WP-WX as indicated and dimensional specifications per ANSI B16.9. Fittings ordered as class WP-WX shall have all welds, whether made by the Fitting Manufacturer or the Starting Manufacturer, radiographically examined throughout their entire length in accordance with Paragraph UW-51 of Section VIII, Division 1, or the ASME Boiler and Pressure Vessel Code. A copy of the radiographic test results shall be submitted with each order.

#### **3. FLANGES**

All weld neck and slip on flanges shall conform to material specifications per ASTM A182 dimensional specifications per ANSI B16.5. All lapped flanges shall conform to material specifications per ASTM A105 and dimensional specifications per ANSI B16.5.

#### **4. MATERIAL**

The material used for manufacture shall be low carbon (.035 max.), Austenitic Stainless Steel and shall meet all applicable standards.

#### **5. WELDING**

All welding shall be done with inert gas shielded arc method. ASME qualified welders shall be used and ASME procedures shall be adhered to, to provide full penetration. Automatic or semi-automatic positioning fixtures shall be used on pipe, tube, and fittings. Interior surfaces shall be smooth, even and uniform.

#### **6. FINISH**

Finish shall be No. 2D or better. After all shop operations have been completed, all stainless steel material shall be pickled and passivated (completely immersed for a minimum of 15 minutes in 10% nitric acid and 2% hydrofluoric acid at 125°F, followed by a neutralizing rinse). All welding shall be done prior to Heat Treatment.

#### **7. CERTIFICATION**

The vendor shall submit with every order a certificate of conformance to this specification, radiographic test results, and Material Test Reports (MTR's). The MTR's shall include chemical results, tensile results, type of heat treatment, starting material, seamless or welded construction, heat identification, and certification that any welds have been examined radiographically. All documentation shall be mailed to:

Passaic Valley Sewerage Commission

600 Wilson Avenue

Newark, NJ 07105

ATTN: Mr. Steven Amelio

All Documents shall list the PVSC Purchase Order number.

## 8. **MARKING**

Each pipe length/fitting shall be permanently identified by designate. Type, nominal pipe size, wall thickness, ASTM material designation, whether seamless or welded, grade of material, heat number, and manufacturer's trademark.

## **15061 REFERENCED DOCUMENTS**

### **1. 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.

### **2. 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.