



*“Protecting Public Health and the Environment”*

## **CONTRACT B488**

**PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NJ 07105**

**CONTRACT AND SPECIFICATIONS**

**TO**

**FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC  
FOR A TWO (2) YEAR PERIOD**

**BID DOCUMENT SUBMISSION CHECKLIST**

Contract B488

**FURNISH AND DELIVER VARIOUS MAINTENANCE CHEMICALS &  
SUPPLIES TO THE PVSC WAREHOUSE FOR A TWO (2) YEAR PERIOD**

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

**\* 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:

**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 **March 24, 2026**, in the PVSC Purchasing Department, Administration Building. At that time and place, 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: 699 Avenue P, 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.**

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

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) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

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

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44. Information on New Jersey Business Registration

**Investment Activities in Iran, Russia or Belarus**

In accordance with N.J.S.A. 52:32-58 et seq., Bidder shall certify and submit with their bid forms of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "**Certification of Non-Involvement in Prohibited Activities in Iran Form**" and "**Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus**". The forms of Certification and appropriate list dated January 28, 2013 can be found in this contract document and at:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf> and [Russia Act Notice 1.10.2024.pdf \(nj.gov\)](https://www.nj.gov/treasury/purchase/forms/RussiaActNotice1.10.2024.pdf)

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

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) 817-5705

PASSAIC VALLEY SEWERAGE COMMISSION  
600 Wilson Avenue, Newark, N.J. 07105

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

**CONTRACT B488  
FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO  
PVSC FOR A TWO (2) YEAR PERIOD**

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

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

**Acknowledgment by Bidder:**

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

By Authorized Representative:

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

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

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

CONTRACT B488

PASSAIC VALLEY SEWERAGE COMMISSION

PROPOSAL TO

FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC 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.

---

---

---

---

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.

---

---

---

---

---

---

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** That we, the undersigned \_\_\_\_\_ as Principal; and \_\_\_\_\_ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of \$ 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 MAINTENANCE CHEMICALS & SUPPLIES TO PVSC 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**  
**(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:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**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 non corporate 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: \_\_\_\_\_

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“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 \_\_\_\_ day of

\_\_\_\_\_, 2026.

(Notary Public)

My Commission expires:

\_\_\_\_\_

(Affiant)

\_\_\_\_\_

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

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.

INSTRUCTION TO BIDDERS

1. The vendor is not required to bid on every item on the contract. The vendor shall fill in the unit prices 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.

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.

Where there is no manufacturer's brand, model, and/or proprietary trade name indicated on the specifications, the bidder shall detail and catalog on the " bidders exception" what he intends to supply, and shall include manufacturers technical bulletins.

Failure to supply any of the said technical data or to complete the "bidders exception" in the prescribed manner shall render the bid proposal "Non-Responsive"

3. 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.
4. All proposals shall be filled out by Handwritten Pen, preferably in black ink, or Typewriter, pencil entries not allowed, 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 or bid items.
5. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.
6. The unit prices shown on the Vendors Format List will be considered the vendor's pricing to PVSC as of the bid opening date through the first year of an awarded contract to the vendor by PVSC. The unit prices for items awarded will constitute the base amount from which future price adjustments can be made.
7. For Year Two of the Contract awarded vendors may request price adjustments 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 Format list for a particular item or

8. items. Likewise the awarded 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 Format List for a particular awarded item or items.
  
9. Documentation relative to requests for Year Two price adjustments may include but are not limited to pricing schedules issued by the manufacturers as identified on the Vendors Format List. Failure to provide PVSC with this documentation will result in no allowable Year Two unit price adjustments 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 Format List.

**NOTE: The vendor shall clearly mark on the outside of the envelope containing his bid: the bid number, contract name, and bid opening date. Failure to follow this procedure is grounds for rejection.**

CONTRACT B488

PROPOSAL

NAME OF BIDDER: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

TAX ID# \_\_\_\_\_

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC Warehouse for 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 unit prices as shown on the attached vendors format list.

a. Total number items bid \_\_\_\_\_.

b. Delivery Period: \_\_\_\_\_ Calendar Days.

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

- 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 term of this contract is for a two year period beginning May 1, 2026 and extending through April 30, 2028. All prices shall hold firm, and not be subject to increase during the first year of the contract term. Requests for price adjustments covering year two of the contract will be considered in accordance with items 6-8 found in the Instructions to Bidders pages.
- 5. 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.

6. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion off order or orders already delivered and accepted. The Commission reserve the right to seek any redress for damages under the Default article of the contract.
7. 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.
8. 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.
9. 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.
10. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commission may seek redress under the Default Article of the contract.
11. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commission with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.
12. Prevailing wage rates in accordance with the New Jersey Prevailing Wage Act N.J.R.S. 34:11-56.27 will not apply or be applicable to this contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

# Passaic Valley Sewerage Commission

## BID SHEET B488

FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC FOR A TWO (2) YEAR PERIOD

ITEM #	DESCRIPTION	QTY/UOM	UNIT PRICE
1	LIGHT SODA ASH SIZE: 100 LB. BAG SIZE: 100 LB. BAG STOCK #0191100	1 LB	
2	BAKING SODA SIZE: 50 LBS.	1 LB	
3	DOW FROST (R) HEAT TRANSFER-FLUID-PROPYLENE GLYCOL PROPYLENE GLYCOL 95%DIPOTASSIUM PHOSPHATE LESS THAN 5% DEIONIZED WATER LESS THAN 5% SIZE: 55 GALLON DRUM	1 EA	
4	ICE MELT PELLETS CALCIUM CHLORIDE SIZE: 80 LB STOCK #0125000	1 LB	
5	DEGREASER, WATER BASE, LIQUID SIZE: 55 GALLON DRUM SIZE: 55 GALLON DRUM MFG: HIBRETT PURATEX STOCK #0190056	1 EA	
6	DEGREASER, WATER BASE, LIQUID SIZE: 55 GALLON DRUM MFG: HIBRETT PURATEX	1 EA	
7	LIQUID DEODORANT SIZE: 55 GALLON	1 EA	
8	EXTRA HEAVY DUTY TRANSPORTATION CLEANER SIZE: 55 GALLON DRUM MFG: HIBRETT PURATEX	1 GAL	
9	RYD LYME DESCALER SIZE: 5 GALLON CONTAINER	1 EA	
10	RYD LYME DESCALER SIZE: 30 GALLON CONTAINER MFG: HIBRETT PURATEX	1 EA	
11	WINDSHIELD WASHER FLUID SIZE: 55 GALLON DRUM MFG: HIBRETT PURATEX	1 EA	
12	KEROSENE SIZE: 55 GALLON	1 EA	
13	SUPER SOFT SOLAR SALT SIZE: 80 LB. BAGS	1 EA	
14	CLEANER (ROOM TEMP.) TPC SOLVENT SIZE: 55 GALLON DRUM MFG: HIBRETT PURATEX	1 EA	
15	CORROSION INHIBITOR CI-56 CALGON FOR GENERAL ELECTRIC SIZE: 1 QTS.	1 EA	

# Passaic Valley Sewerage Commission

## BID SHEET B488

**FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC FOR A TWO (2) YEAR PERIOD**

ITEM #	DESCRIPTION	QTY/UOM	UNIT PRICE
16	STAINLESS STEEL AND METAL CLEANER SIZE: 1 GALLON SIZE	1 EA	
17	INHIBITOR Add info: SEE SPECIFICATIONS PAGE SPEC-1	1 GAL	
18	DEFOAMENT FOR DEWATERING PROCESS Add info: CONTAINS NO SILICONE	1 LB	
19	FLUOROCARBON (FREON) 22 CYLINDER SIZE: 125 LB. Add info: PVSC SPEC. #CG-51	1 CFT	
20	RECONDITIONED LITHIUM BROMIDE, INHIMITED WITH LITHIUM CROMATE, 54% CONCENTRATION SIZE: 55 GALLON	1 EA	
21	RUST REMOVER JELLY SIZE: 1/2 PT.	1 EA	
22	PARTS KLEEN A FNJIW5902 SIZE: 5 GALLON CONTAINER	1 EA	
23	PARTS KLEEN A FNJIW5902 SIZE: 55 GALLON DRUM	1 GAL	
24	ACTREL 3349L SIZE: 55 GALLON DRUM	1 EA	
25	GRANULAR DEODORANT SSS SPRING GREEN DEODORANT SIZE: 40 LB. DRUM	1 EA	
26	GRANULAR DEODORANT SIZE: 55 GALLON DRUM	1 EA	
27	CATONIC POLYMER BREAKER/CLEANER P3-298E SIZE: 55 GALLON DRUM	1 EA	
28	SURROUND-OIL AND SPILL ENCAPSULATE UNITED 215 SIZE: 50 LB.	1 EA	
29	NON-AMMONIATED POLYMER SOLVENT UNITED 961 SIZE: 55 GALLON DRUM	1 EA	
30	TRIUMPH RUST COVERTER AND PRIMER COAT UNITED 303 SIZE: GALLON	1 EA	
31	NON-AMMONIATED POLYMER SOLVENT UNITED 961 SIZE: 6 GALLON	1 EA	
32	STEAM CLEANER COMPOUND HEAVY DUTY SIZE: 55 GALLON DRUM	1 EA	
33	NON AMMONIATED POLYMER SOLVENT (FLOPAM CSE-3331) ALSO CALLED BAS-TECH 961 SIZE: 55 GALLON DRUM	1 EA	
34	DOW FROST HEAT TRANSFER FLUID GLYCOL PROPYLENE 40% SIZE: 55 GALLON DRUM MFG: DOWN CHEM USA	1 EA	

# Passaic Valley Sewerage Commission

## BID SHEET B488

FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC FOR A TWO (2) YEAR PERIOD

ITEM #	DESCRIPTION	QTY/UOM	UNIT PRICE
35	CHEMTREAT BL1342 SIZE: 55 GALLON REFILL (NO DRUMS) MFG: CHEMTREAT PLEASE SEE SHT BOILER SPEC FOR MORE INFORMATION	1 LB	
36	CHEMTREAT BLI549 SIZE: 55 GALLON REFILL (NO DRUMS) MFG: CHEMTREAT PLEASE SEE SHT BOILER SPEC FOR MORE INFORMATION	1 LB	
37	CHEMTREAT BL1260 SIZE: 55 GALLON REFILL (NO DRUMS) MFG: CHEMTREAT PLEASE SEE SHT BOILER SPEC FOR MORE INFORMATION SIZE: 55 GALLON REFILL (NO DRUMS) MFG: NALCO PLEASE SEE SPEC-1 FOR MORE INFORMATION	1 LB	
38	CHEMTREAT B120 SIZE: 200 LB CONTAINER MFG: CHEMTREAT PLEASE SEE SHT BOILER SPEC FOR MORE INFORMATION	1 LB	
39	ENSOLV-PVD (PRECISION VAPOR DEGREASING & CLEANING SOLVENT) 55 GALLON DRUM	1 EA	
40	HTP-ORGANIC OIL SOLIDIFIER & ENCAPSULATOR 18 LB. BAGS	1 EA	
41	HTP-ORGANIC OIL SOLIDIFIER & ENCAPSULATOR SOCK 18X18 (89 PER/CASE)	CASE	
42	HTP-ORGANIC OIL SOLIDIFIER & ENCAPSULATOR SOCK 24X24 (89/PER CASE)	CASE	
43	HTP-ORGANIC OILS SOLIDIFIER & ENCAPSULATOR SOCK 36X36 (89/PER CASE)	CASE	
44	HTP-ORGANIC OIL SOLIDIFIER & ENCAPSULATOR SOCKS 48X48 (89/PER CASE)	CASE	
45	SCALE OUT LIQUID ACID CLEANER 55 GALLON DRUM	1 EA	
46	BLUE GOLD 02 CLEANER 1 GALLON	1 EA	
47	BLUE GOLD 02 CLEANER 30 GALLON	1 EA	
48	38% SOLUTION OF SODIUM BISULFITE (NaH03) BY WEIGHT 300 GALLON TOTE MFG: HOLLAND CHEMICAL OR EQUAL	1 GAL	

# Passaic Valley Sewerage Commission

## BID SHEET B488

FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC FOR A TWO (2) YEAR PERIOD

ITEM #	DESCRIPTION	QTY/UOM	UNIT PRICE
49	38% SOLUTION OF SODIUM BISULFITE (NaHO3) BY WEIGHT SIZE: 5000 GALLON (MAX) TANKER TRUCK LOAD MFG: HOLLAND CHEMICAL OR EQUAL	1 GAL	
50	MINERAL OIL ISO 15/22 AND NSF 3H REGISTRATION 55 GALLON DRUM	1 EA	
51	WINZER MEGA PURPLE CLEANER, DEGREASER 1 GALLON STOCK #14000000126	1 EA	
52	WINZER MEGA PURPLE CLEANER, DEGREASER 55 GALLON DRUM	1 EA	
53	SIMPLE GREEN CLEANER/DEGREASER NON-SOLVENT, BIODEGRADABLE 55 GALLON DRUM STOCK #1700000004	1 EA	
54	CHESTERSON 235 AQUEOUS DEGREASER 55 GALLON DRUM	1 EA	
55	BX400-32 BITU-OX 400: ASPHALT RMV, LUBRICANT, RUST RMV (BIO) 32 OZ BTL 6 BTL/CS	CASE	
56	BX400-16 SITU-OX 400: ASPHALT RMV, LUBRICANT, RUST RMV (BIO) 16 OZ BTL 6 BTL/CS	CASE	
57	BX400-5G SITU-OX 400: ASPHALT RMV, LUBRICANT, RUST RMV (BIO) 5 GALLON PAIL	1 EA	
58	BX400-DRUM SITU-OX 400: ASPHALT RMV, LUBRICANT, RUST RMV (BIO) 55 GALLON DRUM	1 EA	
59	BXBIONT-32 BITU-OX BIO NT: GRAFFITI RMV, ADHESIVE RMV, DEGREASER (BIO) - 32 OZ BTL 6 BTL/CS	CASE	
60	BXBIONT-16 BITU-OX BIO NT: GRAFFITI RMV, ADHESIVE RMV, DEGREASER (BIO) - 16 OZ BTL 6 BTL/CS	CASE	
61	BXBIONT-5G BITU-OX BIO NT: GRAFFITI RMV, ADHESIVE RMV, DEGREASER (BIO) - 5 GALLON PAIL	1 EA	
62	BXBIONT-DRUM BITU-OX BIO NT: GRAFFITI RMV, ADHESIVE RMV, DEGREASER (BIO) - 55 GALLON DRUM	1 EA	

BIDDERS EXCEPTIONS

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

CONTRACT B488

AGREEMENT

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

FOR

FURNISH & DELIVER VARIOUS MAINTENANCE CHEMICALS & SUPPLIES TO PVSC FOR A TWO (2) YEAR PERIOD

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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

\_\_\_\_\_

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.

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: \_\_\_\_\_

**ACTING CLERK**

\_\_\_\_\_

**CONTRACTOR NAME**

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

**CONTRACTOR**

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

**CONTRACTOR**

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

**All vendors are required to submit proof of New Jersey Business Registration with their bid documents. Failure to submit proof of registration requires mandatory rejection of bid as a non-waivable defect. This requirement covers construction work as well as non-construction bids.**

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

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

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

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

Information on the New Jersey Business Registration Certification Program, operated by the New Jersey Department of the Treasury, can be found on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at 609-292-1730.

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**SUPPLEMENTAL CONDITIONS****A. N.J.S.A. 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.S.A. 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, arbitratve 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.S. A. 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.S.A 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.S.A. 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.

**F:** 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
2. 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 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.

**G: N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20**

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

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

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

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

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**DISC-IR**

**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).

### **Additional Chemical Specifications**

All chemicals included in this contract shall be specified by name, manufacturer and quantity as stated in the Instruction to Bidders item #2. However, due to the nature of a few of these chemicals, the additional information needed to fully specify the chemicals did not fit on the Vendor Bid List. This information is provided in the following specifications.

- Compressed Gasses (CG)
- Chemical Specifications for Sludge Heat Treatment (SHT) B&W Boilers & Ancillary Equipment (SHT CHEM)
- Chemical Specifications for the Dichlorination Facility

SPEC-6  
SHT CHEM

PASSAIC VALLEY SEWERAGE COMMISSION PLANT ENGINEERING DEPARTMENT 600 Wilson Avenue, Newark, NJ 07105	Spec. No.: <u>CG-51</u> Issue Date: <u>OCT 1989</u> Sheet No.: <u>1 of 1</u>
PVSC ENGINEERING STANDARD	Title: Fluorocarbon -22 CHClF <sub>2</sub>
Purpose/Objective: Procurement Specification for Bottled Gas <u>Non-Flammable Gas</u>	
Description: Minimum Purity Boiling Point: Specific Volume (@ Std. Conds.):	PVSC Stock Number (s) 99.9% -41.4°F 4.4 Cubic Ft./Lbs.
Cylinder Size: Cylinder Contents (@ Std. Conds.): Cylinder Pressure (@ 70°F):	10" Dia. x 48" Height 125 NTP (Lbs.) 123 PSIG (Nominal)
Notes: P.V.S.C. owned cylinders to be refilled	
Used on (PVSC Equipment):	
H.V.A.C	
Prepared by: KB/FG	Revisions
Date: OCT 1989	Industrial Gas
Approved by:	
Date:	

Chemical Specifications for Sludge Heat Treatment (SHT) B&W Boilers & Ancillary Equipment

GENERALSCOPE

It is the intent of this invitation to receive bids for a complete program of boiler water treatment for the sludge heat treatment boilers which will provide complete protection from scale, sludge, pitting, or corrosion which will reduce efficiency.

PVSC requires that the Supplier furnish an effective product, quality service and adequate communications, all designed to meet the performance expectation jointly agreed upon. The program shall be developed by:

- 1) thorough system analysis,
- 2) design of an appropriate program,
- 3) Proper execution of the program,
- 4) continuous review of the results, and
- 5) Implement improvement as required.

Complete and accurate communications among the field operators and corporate personnel is required.

PV5C believes that water treatment is a performance oriented service. The impact of a properly optimized program on our profitability has significance beyond the cost of the service. For this reason, specific requirements for suppliers' qualifications, capabilities, chemicals, equipment, technical support, and representatives have been established and will be detailed in this specification.

The contractor will be required to provide the following:

Qualifications:

Company

Supplier shall have a minimum of twenty (20) years' experience in the sales and service of water treatment chemical programs.

Personnel

Supplier to provide a primary and backup technical representative to facility. The technical service representative shall have the following credentials:

Primary Representative

- Degree in engineering, chemistry or equivalent from an accredited school
- Shall have a minimum of 10-years' experience in water treatment service
- Shall live within 1.5 hours from PVSC Newark NJ facility
- Must provide at least three local New Jersey references (within 1.5 hours of PVSC) for treating systems of equal or higher pressure than 800 psi.

Backup Representative

- Degree in engineering, chemistry or equivalent from an accredited school
- Shall have a minimum of 10-years' experience in water treatment service
- Shall live within 1.5 hours from PVSC Newark NJ facility
- Must provide at least three local New Jersey references (within 1.5 hours of PVSC) for treating systems of equal or higher pressure than 800 psi.

Availability:

**Emergency Service**

Supplier shall respond to any request made by PVSC within two (2) hours of initial call, and no longer than twelve (12) hours on site response from initial call as required. Supplier shall be made available to PVSC twenty-four (24) hours a day, seven (7) days a week, 365 days per year. Supplier shall provide primary contact and back-up contact information for 24-hour contact.

Product Availability

The Supplier shall be able to provide chemicals within a reasonable time. The Supplier shall state in his/her proposal the availability of all chemicals to be used in the treatment program and the minimum amount of time needed between order received and delivery date. The Supplier must not allow the customer to "run out" of chemicals at any time.

**Site visits, meetings, and reports:**

- Supplier will make a minimum of two site visits per month. During these site visits, the supplier shall:
  - a) Review water treatment logs and operating records maintained by PVSC. Comments will be included in report
  - b) Perform a comprehensive field analysis on each operating boiler during each site visit
  - c) Perform a comprehensive field analysis on each operating DA, softener, condensate return system and city water during each site visit
  - d) Review with Plant operating staff any problems associated with the chemical treatment program and include description of problems and proposed solution in report required
  - e) Insure accurate and adequate monitoring of control parameters
  - f) Perform inventory of test chemicals and treatment chemicals, to insure adequate on-hand quantities.
  - g) Provide computer generated report of findings and e-mail within 24 hours. Must show wet chemistry analysis results done onsite. Report to include written summaries and **recommendations**.
  - h) Provide own test equipment and chemicals for monitoring program, as part of the testing.
  - i) Annual review meetings will be held with all interested parties to review program performance, costs and to establish program goals. These goals are to include water, fuel and labor-saving projects, program performance improvements and safety improvements.

- j) Keep PVSC informed on the progress of the water treatment program(s) and to identify any areas of improvement, service personnel will meet with plant management and operators. The meeting **will review results, service, costs, control, and identify areas where additional improvements can be made.** More frequent review meetings may be scheduled at the PVSC's discretion. The topics covered will include:

- A review of all service visits to the plant by service personnel during that period.
- A review of control and operating results.
- The water treatment program will continually be improved for greater effectiveness and /oreconomy.
- Effective implementation and control of the water treatment program.
- **Optimum conservation of water and energy**
- Immediate support for the solution of any laboratory facilities and technical support for the solution of any unusual problems.
- The latest and most advanced techniques and technology in water treatment will be recommended as they become available.

Chemicals:

- Supplier shall supply all necessary treatment chemicals as required.
- Safety & Handling Procedures - The Supplier shall provide safe handling forms and proposed proper protective equipment for each chemical proposed, including OSHA safety data sheets. These must be submitted with the proposal.
- The Supplier will notify PVSC representatives and comply with any changes in the safety, handling and application regulations that occur during the life of this contract.
- A hands-off (neat) chemical delivery service to PVSC is required. Boiler chemical liquid products shall be delivered in this manner. This program removes the hassle of drum storage and handling from PVSC and puts it into the experienced hands of a Supplier trained delivery technician. A Supplier trained employee, or someone hired to represent Supplier, delivers 30-gallon or 55-gallon drums to PVSC site. The delivery technician would then transfer the *entire* content of those drums into a permanent, supplier provided, storage vessel on site, and take the empty drums away
- No drums of liquid chemical may be delivered in advance and stored at PVSC (unless prior approval by PVSC). No chemical drums may be left behind after the transfer to be disposed of at a later date.

Equipment:

- The Supplier will provide the following equipment for this contract. Supplier will retain ownership and responsibility for proper operation

Tanks

- o Provide tanks for each liquid product supplied. Tanks must be properly sized to account for variability in chemical usage rate so that chemical run-outs do not occur
- o Must be in containment or double walled
- o Must provide means to elevate tank to a minimum of 18" above grade
- o Chemical supplier will transfer chemical to tank and remove empty container
- o Tanks must be chemically compatible with material stored and onsite environment.

The Supplier will provide, install, and provide supervision of the installation of any new feed and control equipment.

**Service:**

- Supplier will provide service on an advisory basis.
- During the terms of this contract it is the responsibility of the Supplier to bring any technical discrepancies or problems to the attention of the PVSC.
- Supplier's Delivery Specialists must be 40 hour hazmat trained, and have a certificate of completion available for inspection. They must deliver products directly into the storage tanks (ie neat delivery).

Product Compatibility – Present System

- There shall be a minimum of disruption of the present feed systems. The Supplier's proposed methods of feeding chemicals should be compatible with systems already in place.
1. Internal Boiler Treatment Program - Refer to Vendor Bid List, Line Item 0037
    - a) Chemical must be ChemTreat BL1342 or approved equal. ChemTreat BL1342 is a 100% concentrated blend of synthetic organic polymers. The combination of dispersants in the product provides both sequestering power to handle feedwater hardness upsets, as well as dispersancy to keep suspended solids, including calcium phosphate, hardness-based compounds and iron oxides from depositing.
    - b) Must meet or surpass the chemical composition and physical and chemical properties per the BL1342 SDS.
    - c) Program must not form calcium acrylate during hardness excursions.
    - d) Must function from current product injection points.
    - e) Contractor shall provide operating limits for chemicals on chemical test field logs
  2. Oxygen Scavenger - Refer to Vendor Bid List, Line Item 00040
    - a) Chemical must be ChemTreat B120 or approved equal (100.0% catalyzed sodium sulfite)
    - b) Must meet or surpass the chemical composition and physical and chemical properties per the ChemTreatB120SDS.
    - c) Dosage of 9.6 ppm per ppm of Dissolved Oxygen plus 1ppm residual in feedwater at all times.
    - d) Contractor shall provide operating limits for chemicals on chemical test field logs.
  3. Volatile Oxygen Scavenger/ Metal Passivator - Refer to Vendor Bid List, Line Item 00039

- e) Chemical must be ChemTreat BL1260 or approved equal (7.8% active carbonylhydrazide)
- f) Must meet or surpass the chemical composition and physical and chemical properties per the ChemTreat BL1260 SDS.
- g) Must add no measurable conductivity to the boiler
- h) Dosage of 21 ppm per ppm of Dissolved Oxygen plus 1ppm residual in feedwater at all times.
- i) Must function from current product injection points.
- j) Contractor shall provide operating limits for chemicals on chemical test field logs.

**4. Tri Amine Blend Condensate Treatment - Refer to Vendor Bid List, line Item 00038**

- a) Chemical must be ChemTreat B11549 or approved equal
- b) Must meet or surpass the chemical composition and physical and chemical properties per the ChemTreat BL1549 SOS
- c) Must be a blend of DEAE, cyclohexylamine and morpholine
- d) Minimum total amine content 35%
- e) Must not be flammable in raw product form.
- f) Must maintain condensate pH between 8.3 -9.2
- g) Must function from current product injection points.
- h) Contractor shall provide operating limits for chemicals on chemical test field logs.

**Training:**

- On an annual basis, Supplier shall train personnel in proper testing procedures and proper maintenance of treatment systems and equipment.
- Supplier is to provide to all shifts of operating and maintenance personnel sufficient instruction so that personnel may operate and maintain systems and consistently achieve specified objectives with guidance by the Supplier during regular site visits.
- Instruction shall include (but not be limited to) treatment application, test methods, record keeping, treatment adjustments based on test results, treatment values sought, as well as the upper and lower limits. Supplier will provide written instructions, and safety in the handling of Supplier's products shall be stressed.
- Instruction to include both classroom work and field instruction.
- Supplier shall provide all training materials at no cost to the owner.

### **Data Management Program**

- a) Supplier shall provide a computer program for SPC monitoring and control. PVSC must provide internet enabled computer to access Supplier program.
- b) Must be compatible with Microsoft Windows®
- c) Must have customized data entry forms with out-of-spec warnings and action messages. (Microsoft Excel is not customizable to the degree required).
- d) Must calculate values from entered data including previous values and comparatives.
- e) Must include output quality management reports and graphs that can be saved for easy retrieval.
- f) Must include an electronic note pad for recording comments or corrective action taken.
- g) Advanced data import/export capabilities to Microsoft Excel and other formats.

### **Laboratory Capabilities**

Supplier is to maintain a state-of-the-art analytical laboratory equipped with modern, high technology equipment to support the specialized needs of customers and field personnel. Laboratory turnaround time is 3-4 days for routine analyses and next day for critical analyses. The following capabilities shall be available in Supplier laboratory

#### ***Chromatography***

- Gas Chromatography (GC): Determines concentrations of amine, organic acids, glycols, and biocides
- Ion Chromatography (IC): Determines anions in water
- Liquid Chromatography (LC): Determines azoles and phosphates in water

#### ***Diffraction***

- X-Ray Diffraction (XRD): Determines the atomic and molecular structure of crystalline-based deposit samples

#### ***Spectrophotometry***

- UV-Vis Spectrophotometer: Used for various colorimetric wet chemistry tests

#### ***Spectroscopy***

- **ICP: Determines cation in water**
- ICP-MS: Determines ppb level cations in ultra-high-purity water
- Atomic Absorption/Graphite Furnace (AA): Determines cations in samples with complex matrices
- X-Ray Fluorescence (XRF): Determines inorganic content of deposit samples
- Cold Vapor Atomic Fluorescence: Determines mercury levels in water
- FT-IR: Determines functional organic groups in deposit and water samples

*Particle Analyzer*

- Eight Channel Liquid Particle Counter: Determines size and volume of particles in water samples

*Auto-Titration Units*

- Titration of 'P' and 'M' endpoints: Determines 'P' and 'M' alkalinity as well as pH of water samples

*Boroscope Capability*

- Must have a Boroscope available locally within 24 hours' notice.
- Must have a minimum 25 foot cable length.
- Must have a right angle lens
- Must be capable of digital video or picture in color
- The service rep must be fully trained in the use of the equipment
- Proof of local availability of the scope must be provided with the bid package. Please also provide the make and model of the scope. (Bidder may be asked to produce the scope during the bid.
- Contractor shall be required to perform this type of inspection on two (2) boilers per year. Report and video shall be submitted to PVSC within seven (7) calendar days of the inspection date.

On-site Monitoring Equipment/Services

In addition to the analytical services performed in Supplier corporate laboratory facility, Supplier provides the following equipment to field personnel for on-site monitoring of plant water and steam systems:

- Multiple Welch-Allyn 20-foot video probes for use in videotaping boiler and heat exchanger **internal inspections**.
- Portable Haskins-Turner scale thickness indicators for use in nondestructive testing of boiler tubes for deposit determinations.
- Orion high purity dissolved sodium analyzers.
- Rohrback Cosasco Instruments corrosion monitoring equipment, including manual and recording **Corraters and Corrosometers for measuring instantaneous corrosion rates in cooling water, condensate, and boiler feedwater streams.**
- Multiple Orbisphere continuous oxygen analyzers for dissolved oxygen studies in boiler feedwater.
- Millipore Biotab and Orion Easicult biotabs for in-plant measurements of bacteria, yeasts and molds, and sulfate reducers in cooling water.
- Polysonics and Panametrics doppler flow meters for measuring water flow in process cooling and chilled water systems.
- Conventional corrosion coupons, test nipples, etc., for weight loss determination of corrosion in water systems.

## CHEMICALS FOR DICHLORINATION FACILITY

### GENERAL SCOPE

It is the intent of this invitation to receive bids to provide sodium bisulfite (38% NaHSO<sub>3</sub>) for the Dichlorination Facility.

Availability:

### Emergency Service

Supplier shall respond to any request made by PVSC within two (2) hours of initial call. Supplier shall be made available to PVSC twenty-four (24) hours a day, seven (7) days a week, 365 days per year. Supplier shall provide primary contact and back-up contact information for 24-hour contact.

### Product Availability

The Supplier shall be able to provide chemicals within a reasonable time. The Supplier shall state in his/her proposal the availability of all chemicals to be used in the treatment program and the minimum amount of time needed between order received and delivery date. The Supplier must not allow the customer to "run out" of chemicals at any time.

### Chemicals:

- Supplier shall supply all chemicals as required.
  - Chemical shall be an aqueous solution of liquid sodium bisulfite (NaHSO<sub>3</sub>) with 38% NaHSO<sub>3</sub> by weight
  - CAS #: 7631-90-5
  - Density 1.30-1.37 S.G. @ 21C (70°F)
  - Amount: 300 gallon totes
  - Amount: 5000 gallon tanker truck. Maximum tanker truck size = 5,200 gallons (any larger trucks must be compartmentalized with a maximum capacity of 5200gal or will be turned away at the gate.)
- Safety & Handling Procedures - The Supplier shall provide safe handling forms and proposed proper protective equipment for each chemical proposed, including OSHA safety data sheets. These must be submitted with the proposal.
- The Supplier will notify PVSC representatives and comply with any changes in the safety, handling and application regulations that occur during the life of this contract.
- A hands-off (neat) chemical delivery service to PVSC is required. A Supplier trained employee, or someone hired to represent Supplier, delivers 5000-gallon tankers or 300-gallon totes to PVSC site. The delivery technicians would then transfer the entire contents of the chemicals into a permanent, owner provided, storage vessels on site, and take the empty containers away.

- A PVSC Operator will be required to be onsite at all times during the chemical transfer to observe and assist with the unloading process.
- No drums of liquid chemical may be delivered in advance and stored at PVSC (unless prior approval by PVSC). No chemical drums may be left behind after the transfer to be disposed of at a later date.

line Item	Description	Qty	Unit Price Per/gal	Price Per Container	Lead Time
00050	38% solution of Sodium Bisulfite (NaHSO <sub>3</sub> ) by wgt Size: 300 Gallon Tote MFG: Holland Chemical, or equal PLEASE SEE DECLORINATION SPEC FOR MORE INFORMATION	1			
00051	38% solution of Sodium Bisulfite (NaHSO <sub>3</sub> ) by wgt Size: 5000 Gallon Tanker Truck load MFG: Holland Chemical, or equal PLEASE SEE DECLORINATION SPEC FOR MORE INFORMATION	1			