

# GKY INDUSTRIES

CONTRACT NO. B403-1



*"Protecting Public Health and the Environment"*

**NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

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

**LEAD AGENCY**

**CONTRACT AND SPECIFICATIONS**

**TO**

**FURNISH & DELIVER TOOLS AND ACCESSORIES TO PVSC WAREHOUSE FOR A  
ONE (1) YEAR PERIOD**

CONTRACT NO. B403-1  
AGREEMENT  
PASSAIC VALLEY SEWERAGE COMMISSIONERS  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105  
CONTRACT AND SPECIFICATIONS

TO  
FURNISH & DELIVER TOOLS AND ACCESSORIES TO PVSC WAREHOUSE FOR A  
ONE (1) YEAR PERIOD

**THIS AGREEMENT**, made and executed this 14<sup>th</sup> day of March, 2024, by and between the Passaic Valley Sewerage Commissioners, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

GKY Industries

379-383 Eighth Street, Jersey City, NJ 07302

a corporation chartered under the laws of the State of NEW JERSEY  
partnership, individual with principals offices at 379-383 EIGHTH ST

JERSEY CITY, NJ 07302  
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 th 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 toe the Contractor for any neglect, default, delay or interference of or by another contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

It is hereby mutually agreed that the PVSC is to pay and the Contractor is to receive the amount bid (less retainage, if any) and stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all work as described in the Contract Specification and for fully complying with the terms and conditions of this Contract.


Subject to the applicable provisions of law, the Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the PVSC.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall prevail in all cases and will govern in the award and agreement between the PVSC and the Contractor.

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

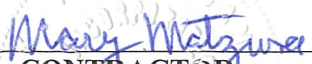
**PASSAIC VALLEY SEWERAGE COMMISSION**

BY:   
GREGORY A. TRAMONTOZZI EXECUTIVE DIRECTOR

(SEAL) ATTEST BY:   
**PASSAIC VALLEY SEWERAGE COMMISSION**  
ALBERT LUKIN, CLERK

GKY INDUSTRIES  
**CONTRACTOR NAME**

BY:   
**CONTRACTOR**

(SEAL) ATTEST BY:   
**CONTRACTOR**

CONTRACT #B403-1  
AWARD SHEET

NAME OF BIDDER: Lance Mancuso

BUSINESS NAME: GKY Industries

ADDRESS: 379-383 Eighth Street, Jersey City, NJ 07302

TELEPHONE NO: (201)656-2377 FAX NO: (201)656-0566

1. The vendor shall furnish and deliver the items listed on the bid to the PVSC Warehouse for a one year period, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work. And in accordance with all the terms of the specifications, and this contract for the percentage discount off manufacturer's price list as shown on the attached vendor's format list.
  - a. Total number of items AWARDED 65.
2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.
3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.
4. The vendor is not required to bid on every item on the contract. The vendor shall fill in the percentage discount off manufacturer's price list for all the items he wishes to deliver.
5. The term of this contract is for a (1) one year period beginning June 1, 2024 and extending thru May 31, 2025. All prices shall hold firm, and not subject to increase during the term of the contract.
6. The Commissioners do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
7. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. **All equals or exceptions submitted by the bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be submitted with the bid proposal and conform to each requirement of the specifications. NOTE: If these documents are not provided the bid will not be evaluated.**

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

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

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

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

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

9. Delivery period 10-15 days.

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

10. The Commissioners reserve the right to award this contract on a per item basis, or in total, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids.

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

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

13. All proposals shall be filled out by Handwritten Pen or Typewriter and must be legible. All corrections made after the bid proposal is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid. Failure to follow this procedure is grounds for rejection of the bid item.

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

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

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

# Passaic Valley Sewerage Commission

## BID SHEET B403-1

FURNISH & DELIVER TOOLS AND ACCESSORIES TO PVSC WAREHOUSE FOR  
A ONE (1) YEAT PERIOD

ITEM #	DESCRIPTION	QTY/UOM	% DISCOUNT	LEAD TIME
1	AEMC CURRENT CATALOG	EA	5%	15 Days
3	AKRO MILLS STORAGE SYSTEMS CURRENT CATALOG	EA	7.50%	10 Days
4	ALEMITE LUBRICATION CURRENT CATALOG	EA	7%	10 Days
7	AMPROBE CURRENT CATALOG	EA	7%	10 Days
8	ARIENS DELUXE & PROFESSIONAL SNOW THROW EQUIPMENT CURRENT CATALOG	EA	5%	15 Days
9	A.W. SPERRY INST. CURRENT CATALOG	EA	5%	15 Days
10	BALLYMORE ROLLING SAFETY LADDER CURRENT CATALOG	EA	7%	10 Days
13	BRUNELLE INSTRUMENT CURRENT CATALOG	EA	5%	15 Days
14	CHAMPION CUTTING TOOL CORP. CURRENT CATALOG	EA	40%	10 Days
15	CHICAGO PNEUMATIC INDUSTRIAL AIR TOOLS SERIES CURRENT CATALOG	EA	10%	10 Days
16	CLEVELAND CUTTING TOOLS CURRENT CATALOG	EA	15%	10 Days
17	CM HOISTS (HAND AND ELECTRIC OPERATED) CURENT CATALOG	EA	7%	10 Days
18	APEX HAND TOOLS CURRENT CATALOG	EA	25%	10 Days
19	APEX TOOLS, CHAINS, FITTINGS CURRENT CATALOG	EA	20%	10 Days
20	COTTERMAN CURRENT CATALOG	EA	5%	15 Days
21	CRAFTSMAN CURRENT CATALOG	EA	5%	15 Days

ITEM #	DESCRIPTION	QTY/UOM	% DISCOUNT	LEAD TIME
22	CROSBY GROUP INC. CURRENT CATALOG	EA	5%	15 Days
25	DE STA CO. CLAMPS CURRENT CATALOG	EA	5%	15 Days
26	DIXON VALVE & COUPLING CURRENT CATALOG		25%	10 Days
27	ENERPAC HYDRAULIC TOOLS CURRENT CATALOG	EA	7%	10 Days
28	EVERTITE QUICK COUPLINGS CURRENT CATALOG	EA	5%	15 Days
29	FREUD SAW BLADES CURRENT CATALOG	EA	5%	15 Days
30	GENERAL HARDWARE MFG. CO. CURRENT CATALOG	EA	35%	10 Days
31	GREENFIELD INDUSTRIES GENERAL CATALOG CURRENT CATALOG	EA	5%	15 Days
33	HOSFIELD METAL FORMING SYSTEM/BENDER CURRENT CATALOG	EA	7%	10 Days
34	HYDE TOOLS CURRENT CATALOG	EA	35%	10 Days
36	IDEAL ELECTRIC TOOLS AND SUPPLIES CURRENT CATALOG	EA	10.50%	10 Days
37	IRWIN HAND AND POWER TOOLS ACCESSORIES CURRENT CATALOG	EA	35%	10 Days
38	JARKE MATERIAL HANDLING EQUIPMENT CURRENT CATALOG	EA	5%	15 Days
39	JUSTRITE HAZARDOUS LIQUID SAFETY EQUIPMENT CURRENT CATALOG	EA	25%	10 Days
40	KENNEDY TOOL BOXES/CHESTS CURRENT CATALOG	EA	15%	10 Days
41	KNAACK/WEATHERGUARD TOOL STORAGE CURRENT CATALOG	EA	10%	10 Days
42	LEETONIA TOOL CO. CURRENT CATALOG	EA	20%	10 Days
43	LENNOX SAW BLADES & HAND TOOLS CURRENT CATALOG	EA	35%	10 Days
45	LINCOLN PORTABLE LUBE EQUIPMENT CURRENT CATALOG	EA	15%	10 Days
46	LITTLE GIANT PUMP CO. CURRENT CATALOG	EA	25%	10 Days
47	LOUISVILLE LADDER STEEL, ALUMINUM, FIBERGLASS AND WOOD CURRENT CATALOG	EA	10%	10Days



ITEM #	DESCRIPTION	QTY/UOM	% DISCOUNT	LEAD TIME
49	MAKITA POWER TOOLS CURRENT CATALOG	EA	35%	10 Days
51	MILWAUKEE HEAVY DUTY ELECTRIC TOOLS CURRENT CATALOG	EA	15%	10 Days
52	MITUTOYO MEASUREMENT INSTRUMENT CURRENT CATALOG	EA	12%	10 Days
53	OLDHAM CUTTING TOOLS CURRENT CATALOG	EA	5%	10 Days
56	PORTER CABLE POWER TOOLS CURRENT CATALOG	EA	35%	10 Days
58	RED DEVIL TOOLS CURRENT CATALOG	EA	20.50%	10 Days
59	SAIT ABRASIVES CURRENT CATALOG	EA	40.50%	10 Days
60	SAVA-TRADE, INC. CURRENT CATALOG	EA	5%	15 Days
61	SENCO FASTENING SYSTEMS CURRENT CATALOG	EA	7%	10 Days
62	SIMPSON CURRENT CATALOG	EA	5%	15 Days
63	STANLEY/PROTO/GOLDBLATT CATALOGUE CURRENT CATALOG	EA	35%	10 Days
67	THERN INC. (WINCHES, CRANES, HOISTS) CURRENT CATALOG	EA	5%	15 Days
70	AMES TOOLS CURRENT CATALOG	EA	35%	10 Days
72	USEMCO CURRENT CATALOG	EA	5%	15 Days
73	VICTOR WELDING APPARATUS & EQUIPMENT CURRENT CATALOG	EA	30%	10 Days
74	WALLACE GANTRIES CURRENT CATALOG	EA	5%	15 Days
75	WAVETEK TEST TOOLS CURRENT CATALOG	EA	5%	15 Days
76	WEBMASTER SLING CURRENT CATALOG	EA	13%	10 Days
77	WELLER WELDING AND PIPELINE BRUSHES CURRENT CATALOG	EA	35%	10 Days
78	WERNER LADDERS AND PLANKS: ALUMINUM, FIBERGLASS AND WOOD CURRENT CATALOG	EA	15%	10 Days
80	SNAP ON INDUSTRIAL BRAND CURRENT CONTRACT	EA	40%	10 Days



ITEM #	DESCRIPTION	QTY/UOM	% DISCOUNT	LEAD TIME
81	WOODINGS VERONA TOOL WORKS CURRENT CATALOG	EA	35%	10 Days
82	WRIGHT TOOLS CURRENT CATALOGS	EA	25%	10 days
83	YALE ELECTRIC HOIST CURRENT CATALOG	EA	5%	15 Days
84	YALE LOCKS CURRENT CATALOG	EA.	5%	15 Days%
86	SNAP ON TOOL CURRENT CATALOG	EA	5%	15 Days
87	RIDGID TOOL CURRENT CATALOG	EA.	7%	15 Days

CONTRACT NO. B403-1  
**BIDDERS EXCEPTIONS**

<u>Item No.</u>	<u>Description (Including Manufacturer, Brand &amp; Model Number)</u>
6	American Tool is now Irwin
18	Cooper Hand Tools is now Apex Tool
19	Cooper Tools, Chains is now Apex Tool
70	Union Tools is now Ames-True Temper
76	Webmaster is Liftall
80	Williams Tool is Snap On Industrial Brands

**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 Commissioners, or the authorized representative.
- d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.
- e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.
- f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.
- g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..
- h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.

- i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.
- k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
- p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and/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 Commissioners 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 Commissioners 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 Commissioners 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 Commissioners to hold the vendor in default of the contract, and apply the default conditions as described herein.

v. Affirmative Action - During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

The contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor, and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time, in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27**). Failure to supply the necessary Affirmative Action documents will result in the contractor being declared non-responsive and his bid will be rejected.



**SUPPLEMENTAL CONDITIONS**

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

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;
  - a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrate or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
  - b. holding meetings of its directors or shareholders;
  - c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
  - d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

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

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

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

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

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

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

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

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

**52:33-2.** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

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

- 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.

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.