"Protecting Public Health and the Environment"

CONTRACT B524

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

PROVIDE A SERVICE TO PICK UP FOR
TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A
ONE (1) YEAR PERIOD

BID DOCUMENT SUBMISSION CHECKLIST

Contract B524 PROVIDE A SERVICE TO PICK UP FOR TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A ONE (1) YEAR PERIOD

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

*** 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: _____

_____

CONTRACT B524 **INV-1**

INVITATION TO BID

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock a.m. November 25, 2026 in the PVSC Purchasing Department, Administration Building. At that time and place, and in accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, the sealed proposals will be publicly opened, announced and recorded via the Zoom Conferencing Application at 2. 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 NJ – 07105 (GPS location of Gate #3) this is for directional purposes is only. The outside envelope containing bids must clearly identify the bid number, contract name, and bid opening date. Failure to follow this procedure is grounds for rejection.

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

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

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than $ 500.00 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 and submit proof of certification along with bid submission. Failure to provide proof of certification will result in the rejection of the bid. 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 or by phone at 609-292-1730.

All bidders to whom the contract is awarded to be eligible for contract award under the terms and conditions of New Jersey Executive Order Number 134 as described in the subsequent bid documents.

The bidder to whom 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 reserve 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 reserve the right to waive any informality in any bid should they deem it to be for their interest so to do.

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

Questions and request for proposals shall be directed to the Passaic Valley Sewerage Commission Purchasing Department, telephone number (973)466-2723

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

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT B524

PROVIDE A SERVICE TO PICK UP FOR
TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A ONE (1) 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 B524

PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO

PROVIDE A SERVICE TO PICK UP FOR
TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A
ONE (1) 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 $500.00 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 $500.00 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

PROVIDE A SERVICE TO PICK UP FOR
TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A ONE (1) 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.

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 noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

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

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

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

Part I

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company

☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name: _____ 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.

_____

_____ _____
(Affiant)

Subscribed and sworn before me this ___ day of

_____ , 2 _____. _____
(Print name of affiant and title if applicable)

(Notary Public)

(Corporate Seal if a Corporation)

My Commission expires: _____

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 services he wishes to perform.

2. 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.

3. 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.

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

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

BID SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO: **FAX NUMBER:**

Vendor Email: **Vendor FEIN:**

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall perform the services 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 and items 1 & 2 listed below.

1. Percentage above or below the manufacturers list price for additional parts needed to rebuild valves:

_____% (above) or (below)

2. Hourly labor rate to perform additional work:

_____per hour

THE BLANK SPACES IN SECTIONS 1 AND 2 ABOVE MUST BE FILLED OUT, OTHERWISE THE BID WILL BE REJECTED.

a. Total number items bid _____(From Vendor Bid List).

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 one (1) year period beginning January 1, 2027 and extending thru December 31 2027. All prices shall hold firm, and not subject to increase during the term of the contract.

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. All exceptions contained in N.J.S.A. 2A:30-2(a) shall apply solely for the benefit of PVSC.

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 decisions. 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.

Passaic Valley Sewerage Commission

AWARD SHEET B524

B479 PROVIDE A SERVICE TO PICK UP FOR TESTING AND REBUILDING HIGH PRESSURE SAFETY RELEIF VALVES FOR A ONE (1) YEAR PERIOD

Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00001	100 PSI, WATER Size: 2 J 3"	CROSBY GROUP	JLT-JOS-15-C	EA		
00002	P.S.V. Consolidated, 900 PSI, STEAM Size: 1 1/2"	CONSOLIDATED	2715B	EA		
00003	PRESSURE SAFETY VALVE 2000 PSI SERVICE-WATER Size: SEAT IN. -1	TRITAN	7-C	EA		
00004	PRESSURE SAFETY VALVE SERVICE-SLUDGE Size: 4 X 6 Add info: PRESSURE @ 100LB.	KUNKLE VALVE CO.	5025-M-38-W	EA		
00005	PRESSURE SAFETY VALVE 850 PSI Size: 1.5" Add info: SERVICE: LIQUID SLUDGE	LONERGAN, J.E., KUNK	191-2GC-1	EA		
00006	PRESSURE SAFETY VALVE 850 PSI Size: 1.5" X 2" Add info: SERVICE: LIQUID SLUDGE (RX)	ANDERSON, GREENWOOD	D-50FS220AJS			
00007	P.S.V. Consolidated, 875 PSI, STEAM Size: 1 1/2"	CONSOLIDATED	2715B	EA		
00008	PRESSURE SAFETY VALVE 850 PSI Size: 1.5" Add info: SERVICE: LIQUID SLUDGE	LONERGAN, J.E., KUNK	D50F/S2	EA		
00009	PRESSURE SAFETY VALVE 850 PSI Size: 1.5" Add info: SERVICE: LIQUID SLUDGE	LONERGAN, J.E., KUNK	D50G/S1	EA		
00010	PRESSURE SAFETY VALVE 850 PSI Size: 1.5 X 2 Add info: SERVICE: LIQUID SLUDGE	KUNKLE VALVE CO.	5055F/S2	EA		
00011	PRESSURE SAFETY VALVE 850 PSI Size: 1.5 X 2.5 Add info: SERVICE: LIQUID SLUDGE	KUNKLE VALVE CO.	5055G/S1	EA		
00012	P.S.V. 25 PSI, NAT. GAS Size: 1:	FISHER CONTROLS	289H	EA		
00013	PRESSURE SAFETY VALVE 390 PSI (3RD STAGE) Size: 1" X 1.5" Add info: SERVICE: COMP. AIR	LONERGAN, J.E., KUNK	ABSBFEM03KC			
00014	TYPE-R RELIEF VALVE SPRING RANGE 75-300 LB. MOUNT VERTICAL POSITION	WATSON-MCDANIEL		EA		
00015	PRESSURE SAFETY VALVE SET AT 85 PSIG #174A SERIES MODEL M 8650 000 BTU/HR. RATING Size: 2 X 2	WATTS REGULATOR CO.		EA		
00016	PRESSURE SAFETY VALVE SET AT 100 PSIG #174A SERIES MODEL 3 Size: 3/4 X 3/4"	WATTS REGULATOR CO.		EA		
00017	PRESSURE SAFETY VALVE SET PRESS 250 BD CAP. 6584 SCFM Size: 2"	KUNKLE VALVE CO.	6010JH	EA		

Passaic Valley Sewerage Commission

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Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00018	PRESSURE SAFETY VALVE SET AT 250 PSI CAP. 75 GPM Size: 2"	HYDRO-SEAL	7CV00	EA		
00019	PRESSURE SAFETY VALVE SET AT 125 PSI D SERIES CAP. 84236 LBS/HR Size: 6"	ANDERSON, GREENWOOD	D-22QS122ALF125	EA		
00020	PRESSURE SAFETY VALVE SET AT 125 PSI CAP. 84236 LBS/HR Size: 6"	ANDERSON, GREENWOOD	D-520QS199ALF0125	EA		
00021	PRESSURE SAFETY VALVE, 115 PSI TYPE: RSO Size: 3/4" X 3/4" Add info: SERVICE GRIT AIR RECEIVER	SWENDMAN, INC.		EA		
00022	VALVE SET AT 50 PSI FOR AIR COMPRESSOR Size: 1 1/2" N.P.T. Add info: WAYNE, INDIANA	KUNKLE VALVE CO.	6182H.G.	EA		
00023	P.S.V. 15 PSI, STEAM Size: 1"	CRANE CO., VALVE		EA		
00024	P.S.V. 100 PSI, WATER Size: 4"	LONERGAN, J.E., KUNK	R30MS024PS	EA		
00025	P.S.V. 20 PSI, STEAM Size: 6R8"	CROSBY GROUP	JOS-26-C	EA		
00026	P.S.V. 160 PSI, STEAM Size: 4 P 6"	CROSBY GROUP	JOS-26-C	EA		
00027	P.S.V. 30 PSI, WATER Size: 1"	BELL & GOSSETT	1170-30	EA		
00028	P.S.V. 30 PSI, STEAM Size: 3" X 4"	KUNKLE VALVE CO.	252L30	EA		
00029	P.S.V. 50 PSI, STEAM Size: 6" X 8"	KUNKLE VALVE CO.	252-R60	EA		
00030	DISCHARGE RELIEF VALVE SERVICE-AIR Size: 1/4"; 200 PSIG Add info: INGERSOLL RAND COMP.	KUNKLE VALVE CO.		EA		
00031	TANK RELIEF VALVE SERVICE-AIR Size: 1/4"; 325 PSIG: 167SCFM Add info: INGERSOLL RAND COMP.	KUNKLE VALVE CO.	48A-01	EA		
00032	SUCTION RELIEF VALVE SERVICE-AIR Size: 60 PSI; 1/4"; Add info: INGERSOLL RAND COMP.	KUNKLE VALVE CO.	48A-01	EA		
00033	DISCHARGE RELIEF VALVE; PVC SERVICE-WATER Size: 1"; 85PSIG Add info: POLY. TRANSFER PUMPS	MILTON ROY	VS1622 &VS1632	EA		
00034	DISCHARGE RELIEF VALVE SERVICE-WATER Size: 1"; 80PSI Add info: POLYMER FEED PUMPS	AQUATROL #69		EA		

Passaic Valley Sewerage Commission

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Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00035	FIG. 112C; 1/4" NB SERVICE-AIR Size: 150PSI; 92SCFM Add info: REGENERATIVE AIR DRYER	KINGTON, F.C., CO.		EA		
00036	PRESSURE RELIEF VALVE SERVICE-WATER Size: 160PSI; 3/4" Add info: CITY H20 BOOSTER SYSTEM TANK	CONBRACO INDUSTRIES		EA		
00037	DISCHARGE RELIEF VALVE SERVOCE-AIR Size: 12 PSIG; 1772SCFM Add info: LIME BLOWER RELIEF VALVE	KUNKLE VALVE CO.	337K01	EA		
00038	TANK RELIEF VALVE SERVICE-AIR Add info: LIME SILO RELIEF VALVE	ENARDO CO.	SERIES 660	EA		
00039	PRESSURE SAFETY VALVE Size: 175LB. 1" Add info: SERVICE: COMP. AIR	KUNKLE VALVE CO.	6010EE01	EA		
00040	PRESSURE REGULATOR SERVICE-AIR Size: 300PSI	WILKERSON	R30-06-000 C90	EA		
00041	RELIEF VALVE SERVICE-AIR Size: 1/4" NB, 100PSI, 64SCFM Add info: FIG. 112C	KINGTON, F.C., CO.		EA		
00042	PRESSURE RELIEF VALVE SERVOCE-AIR Size: 1/4" 200PSI Add info: 9-75SCFM	EATON CORP.	90 95122 CRN03378	EA		
00043	HYDRAULIC UNLOADER SERVICE-AIR Size: 1/2"	QUINCY COMPRESSOR	110827-001	EA		
00044	TANK RELIEF VALVE SERVICE-AIR Size: 1/4"; 165PSI Add info: SCALES AIR COMP.	STEWBY MFG. CORP.		EA		
00045	DISCHARGE RELIEF VALVE SERVICE-AIR Size: 1/8"; 165PSI Add info: SCALES AIR COMP.	STEWBY MFG. CORP.		EA		
00046	SUCTION RELIEF VALVE SERVICE-AIR Size: 1/4"; 100PSI; 86 SCFM Add info: SCALES AIR COMP.	STEWBY MFG. CORP.		EA		
00047	RELIEF VALVE NO. 740 MODEL M SET AT 40 PSI CAPACITY-6, 440,000 BTU/HR SERVICE-WATER Size: 2" X 2-1/2"	WATTS REGULATOR CO.		EA		
00048	POP SAFETY VALVE TYPE R S.S BALL RANGE 75-300PSI Size: 3/4" Add info: SERVICE: SEAL WATER	WATSON MCDANIEL		EA		

Passaic Valley Sewerage Commission

AWARD SHEET B524

B479 PROVIDE A SERVICE TO PICK UP FOR TESTING AND REBUILDING HIGH PRESSURE SAFETY RELEIF VALVES FOR A ONE (1) YEAR PERIOD

Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00049	POP SAFETY VALVE 25 PSI (SET) Size: 1-1/4" Add info: SERVICE: RECIRCULATING COMP.AIR	KUNKLE VALVE CO.	83-4	EA		
00050	SAFETY RELIEF VALVE 130 PSI CAPACITY 1,170,000 BTU/HR MODEL #250-1-30 Size: 1" Add info: SERVICE: WATER	MCDONNALL & MILLER	110169	EA		
00051	RELIEF VALVE 560PSI TYPE 1850H CAPACITY - 10% OVER PRESSURE, 1804 STANDARD CUBIC FT. PER MINUTE OF AIR SERVICE-CHLORINE Size: 1" X 1 1/2" ORIFICE	WALLACE & TIERAN	58565-RIM	EA		
00052	SPRING LOADED RELIEF VALVE TYPE 2740T-M2 PRESSURE 500 PSI SIZE & ORIFACE 1 XL. 06 1" X 1" Add info: SERVICE: CHLORINE	TELEDYNE FARRIS ENG.		EA		
00053	CONSOLIDATED TYPE 1541-E RELIEF VALVE 1" X 2" PRESSURE @ 15 LB. Add info: SERVICE: STEAM			EA		
00054	PRESSURE SAFETY VALVE SEAT DIA. - 2 FLAT SEAT SET - 125 PSI Size: 2" Add info: SERVICE: GRIT AIR COMP.	SWENDEMAN INC.	L-78	EA		
00055	PRESSURE SAFETY VALVE SEAT DIA. - 1.5 FLAT SEAT SET - 125 PSI Size: 1 1/2" Add info: SERVICE: GRIT AIR COMP.	SWENDEMAN INC.	L-78	EA		
00056	SAFETY VALVE 250 PSI SERVICE AIR Size: 2"	KUNKLE VALVE CO.	6000J1	EA		
00057	PRESSURE SAFETY VALVE SERVICE: COMP. AIR. Size: 1.5 X 2 Add info: PRESSURE @ 150LB.	LONERGAN, J.E., KUNK	FBFHG2AAM	EA		
00058	PRESSURE SAFETY VALVE SERVICE: COMP. AIR. Size: .75 X 1 Add info: PRESSURE @ 850LB.	LONERGAN, J.E., KUNK	LCT-40	EA		
00059	PRESSURE SAFETY VALVE SERVICE: COMP. AIR. Size: 1 X 1.5 Add info: PRESSURE @ 390LB.	LONERGAN, J.E., KUNK	EIFF-E2JAM	EA		
00060	PRESSURE SAFETY VALVE SERVICE: COMP. AIR. Size: 2 1/2 X 4 Add info: PRESSURE @ 43LB.	LONERGAN, J.E., KUNK	GIFL-J2LA	EA		
00061	PRESSURE SAFETY VALVE 30 PSI Size: .25 X .25 Add info: SERVICE: LIQUID HYDRAULIC OIL	KINGTON, F.C., CO.	103D	EA		

Passaic Valley Sewerage Commission

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Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00062	PRESSURE SAFETY VALVE 850 PSI Size: 1 X 1 Add info: SERVICE: LIQUID SLUDGE	KUNKLE VALVE CO.	266-1	EA		
00063	PRESSURE SAFETY VALVE 850 PSI Size: .75 X 1 Add info: SERVICE: COMP. AIR.	LONERGAN, J.E., KUNK	LCT-30	EA		
00064	PRESSURE SAFETY VALVE 390 PSI Size: 1 X 1.5 Add info: SERVICE: COMP. AIR.	LONERGAN, J.E., KUNK	11W201	EA		
00065	PRESSURE SAFETY VALVE 30 PSI Size: 1-1/4" Add info: SERVICE: LIQUID WATER	WATTS REGULATOR CO.	174A	EA		
00066	PRESSURE SAFETY VALVE 300 PSI Size: 1-1/4" Add info: SERVICE: LIQUID WATER	CONSOLIDATED	1471	EA		
00067	PRESSURE SAFETY VALVE 150 PSI Size: 3/4" Add info: SERVICE: COMP. AIR.	CONSOLIDATED	1543	EA		
00068	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 1"	MCDONNAL	240	EA		
00069	PRESSURE SAFETY VALVE 15 PSI Size: 2" BY 2" Add info: SERVICE: STEAM	CONBRACO INDUSTRIES	12-205	EA		
00070	PRESSURE SAFETY VALVE 125 PSI Size: 1" Add info: SERVICE: WATER	THRUSH PRODUCTS INC.	181	EA		
00071	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 3/4"	WATTS-LAWRENCE	740	EA		
00072	PRESSURE SAFETY VALVE 50 PSI SERVICE-WATER Size: 1-1/2"	WATTS-LAWRENCE	740	EA		
00073	PRESSURE SAFETY VALVE 150 PSI SERVICE-WATER Size: 1-1/4"	WATTS-LAWRENCE		EA		
00074	PRESSURE SAFETY VALVE 40 PSI SERVICE-WATER Size: 2-1/2"	WATTS-LAWRENCE	40	EA		
00075	PRESSURE SAFETY VALVE 15 PSI SERVICE Size: 2-1/2"	KUNKLE VALVE CO.	930-1	EA		
00076	PRESSURE SAFETY VALVE 150 PSI SERVICE-WATER Size: 1-1/4"	WATTS-LAWRENCE	M-4	EA		
00077	PRESSURE SAFETY VALVE 45 PSI SERVICE-WATER Size: 1-1/2"	BELL & GOSSETT	3300-45	EA		
00078	PRESSURE SAFETY VALVE 150 PSI SERVICE-WATER Size: 3/4"	WATTS-LAWRENCE	100XL M-4	EA		
00079	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 1-1/2"	BELL & GOSSETT	3300	EA		

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Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00080	PRESSURE SAFETY VALVE 65 PSI Size: 1" Add info: SERVICE: STEAM	CONSOLIDATED	1541E	EA		
00081	PRESSURE SAFETY VALVE 200 PSI Size: 2" Add info: SERVICE: STEAM	KUNKLE VALVE CO.	171-S	EA		
00082	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 1-1/4"	WATTS-LAWRENCE	8118(174A)	EA		
00083	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 1"	WATTS-LAWRENCE	8146	EA		
00084	PRESSURE SAFETY VALVE 15 PSI SERVICE-WATER Size: 3"	KUNKLE VALVE CO.	183T	EA		
00085	PRESSURE SAFETY VALVE 30 PSI SERVICE-WATER Size: 3/4"	KUNKLE VALVE CO.	137B	EA		
00086	PRESSURE SAFETY VALVE 36 PSI SERVICE-WATER Size: 2"	KUNKLE VALVE CO.	137	EA		
00087	PRESSURE SAFETY VALVE 150 PSI Size: 1.5 X 2 Add info: SERVICE: COMP. AIR.	LONERGAN, J.E., KUNK	UW203	EA		
00088	PRESSURE SAFETY VALVE 43 PSI Size: 2.5 X 4 Add info: SERVICE: COMP. AIR.	LONERGAN, J.E., KUNK	41W206	EA		
00089	PRESSURE SAFETY VALVE 100 PSI Size: .5 X .75 Add info: SERVICE: LIQUID NPW	KUNKLE VALVE CO.	20-M	EA		
00090	PRESSURE SAFETY VALVE 100 PSI Size: .5 X .75 Add info: SERVICE: COMP. AIR.	KUNKLE VALVE CO.	6000-D-1	EA		
00091	PRESSURE SAFETY VALVE 200 PSI Size: 2 X 2 Add info: SERVICE: LIQUID NITRIC ACID	KUNKLE VALVE CO.	171-5	EA		
00092	PRESSURE SAFETY VALVE 150 PSI Size: 1.5 X 2.5 Add info: SERVICE: LIQUID SLUDGE	KUNKLE VALVE CO.	910-H-112	EA		
00093	SAFETY VALVE 200 PSI, 358 SCFM SIZE: 1/2 "?	SULLAIR	250039-678			
00094	SAFETY VALVE 200 PSI, 358 SCFM SIZE: 1/2" Manufacturer Part No: 250039-678					
00095	SAFETY RELIEF VALVE B & S 30 PSI 1-1/2" X 2" SERVICE: WATER Manufacturer Part No. ITT INDUST. # 3301-30	BELL & GOSSETT ITT				
00096	CONSOLIDATED SAFETY RELIEF VALVE 25 PSI 4" X 6" SERVICE:STEAM Manufacturer Part No: BY-79937	CHALMERS KUBECK				

Passaic Valley Sewerage Commission

AWARD SHEET B524

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Item #	Description	Manufacturer	Manufacture #	Qty	Unit Price	Lead Time
00097	PRESSURE SAFETY VALVE 150 PSI 1.5" X 2" SERVICE :AIR Manufacturer Part No: 6D10H601KM	KUNKLE				
00098	PRESSURE SAFETY VALVE 390 PSI 1" X 1.5" SERVICE:AIR Manufacturer Part No: 82F5361331	TAYLOR				
00099	PRESSURE SAFETY VALVE 390 PSI 1" X 1.5" SERVICE: AIR Manufacturer Part No: 913BFEM03	KUNKLE				
00100	PRESSURE RELIEF VALVE SET PRESS 125 PSI 1-1/2" X 1-1/2" TYPE: RSO MFG: ROCKWOOD SWENDEMAN					
00101	PRESSURE RELIEF VALVE SET PRESS 200 PSI CRN 049981-OTY BU SULLAIR PART #250039-678					
00102	PRESSURE REGULATING VALVE OPERATING RANGE 75-300 PSI TYPE R 2" VERTICAL MOUNT MFG: WATTON-MCDANIELS					
00103	PRESSURE SAFETY VALVE SET PRESSURE 150 PSI SERVICE: SLUDGE SIZE: 1-1/2" MFG: KUNKLE					
00104	PRESSURE SAFETY VALVE 390 PSI SERVICE: AIR SIZE: 1" X 1.5" MFG: TAYLOR #82F5361331					
00105	P.R.V Kunkle, 100 PSI, Hot Water Size: Model No. 0537-601-HM			EA		
00106	P.R.V Kunkle, 100 PSI, Hot Water Size: Modelo No. 0537-H01-HM			EA		
00107	P.S. V CROSBY, PRESSURE SAFETY VALVE 20 PSI SIZE: 6" X 4" ADD INFO: SERVICE STEAM			EA		

BIDDERS EXCEPTIONS

Item Description (Including Manufacturer, Brand & Model Number)

CONTRACT B524
AGREEMENT
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS
TO

PROVIDE A SERVICE TO PICK UP FOR
TESTING AND REBUILDING HIGH PRESSURE SAFETY RELIEF VALVES FOR A
ONE (1) 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.

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

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

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

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

BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

EXECUTIVE DIRECTOR

(SEAL) ATTEST BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

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 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.

g. The Contractor shall not assign the contract or sublet it is 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.

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 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, 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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.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, arbitrative 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

Every contract in excess of $2,000 for any public work to which any public body is a party or for public work to be done on property or premises leased or to be leased by a public body, shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the Commissioner) to the workers employed in the performance of the contract and the contract shall contain a stipulation that such workers shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that 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.

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 sin the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

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

7:31-3.17 Contractors and Contractor Employees

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

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

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

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;

2. Assistance as chlorine operators in facilities handling chlorine; and

3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

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

1. The requirements of the site's preventive maintenance program;

2. The applicable provisions of the facility standard operating procedure on chlorine; and

3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;

2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;

3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;

4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.

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

   i. The PVSC will request that the contractor assure that it and/or each 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.

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

[i] 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).