



"Protecting Public Health and the Environment"

CONTRACT B518

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

FOR

**RENTAL AND ERECTION OF SCAFFOLDING AT
VARIOUS PVSC LOCATIONS FOR A TWO (2) YEAR
PERIOD**

BID DOCUMENT SUBMISSION CHECKLIST

CONTRACT B518 RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS FOR A TWO (2) YEAR PERIOD

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

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

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.

Name of Bidder:

(Company Name) _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____ Date: _____

INVITATION TO BID

B518- RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS
FOR A TWO (2) YEAR PERIOD

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock on the morning of September 17, 2026, in the PVSC Purchasing Department, Administration Building. At that time and place the sealed proposals will be publicly opened, announced, and recorded via the Zoom Conferencing Application at <https://pvsc.zoom.us/j/2496333971>. Bidders can also dial into the bid opening by phone at (1+646 876 9923), access code (249 633 3971).

Proposals shall be enclosed in opaque sealed envelopes, addressed to the Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal, preferably by registered mail.) If forwarded by express carrier or other delivery service, please be advised that access to the PVSC is restricted to the following address: 699 Avenue P, Newark New Jersey 07105). The outside envelope containing bids must clearly identify the bid number, contract name and bid opening date. Failure to follow this procedure is grounds for rejection.

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

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

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than \$ 1,000.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey and shall be payable to the order of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".

Certified checks will be returned to all except the three (3) lowest formal bidders within ten (10) days after the formal opening of bids (Sundays and Holidays Excepted, and the remaining checks will be returned to the unsuccessful bidders within three (3) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

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

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury of the Treasury can be found on the internet www.nj.gov/njbgs or by phone 609-292-1730.

All bidders on this contract are required to be eligible for contract award under the terms and conditions of Public Law 2005, Chapter 51, formerly Executive Order Number 134 as described in the subsequent bid documents.

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.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A., 52:32-44 (g) (3) et seq.] 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 P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. of section 92 of P.L. 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.

The bidder to whom a contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter 127, Affirmative Action Compliance. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The bidder to whom a 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 him, that the contract is ready for signature; and in case of his failure or neglect so to do, 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, 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.

Bid Security will be held in lieu of a Performance Bond for the duration of the contract, at which time it will be returned to the Contractor.

The bidder must file simultaneously with his bid a sworn statement, giving evidence of availability of required facilities and equipment as called for to carry out the terms of the contract and proof that such facilities will be in the possession of the contractor at the time of contract commencement.

The successful bidder shall be solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State, and Local requirements, including the requirements of PVSC's Construction Safety and Health Manual for contractors.

<http://www.nj.gov/pvsc/home/forn1s/pdfi'ConstructionSafetyHealthManualforContractors08272012.pdf>

Prior to commencing any work at the site, the Successful Bidder shall designate in writing to PVSC the name of the person who is their on-site safety officer. The successful bidder shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The successful bidder shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work. Submission of a bid on this project shall constitute a representation by the bidder that it has obtained, reviewed and will comply with the requirements of the Construction Safety & Health Manual, referenced above, as well as all other Federal, State and Local safety requirements.

The sureties or Surety Company must be satisfactory to the Passaic Valley Sewerage Commission. The **Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid** should they deem it to be in their interest so to do, i.e. pursuant to law, the LPCL, N.J.S.A. 40A:I-13.2. The Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest so to do pursuant to N.J.S.A. 58:14 et seq.

Investment Activities in Iran, Russia or Belarus

In accordance with N.J.S.A. 52:32-58 et seq., Bidder shall certify and submit with their bid forms of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "**Certification of Non-Involvement in Prohibited Activities in Iran Form**" and "**Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus**". The forms of Certification and appropriate list dated January 28, 2013 can be found in **Appendixes 1 and 2**, of this contract document and at: <https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf> and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. [Russia Act Notice 1.10.2024.pdf \(nj.gov\)](#)

Questions and request for proposals shall be directed to the Passaic Valley Sewerage Commission Purchasing Department, telephone number (973) 817 5703.

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

CONTRACT B518

ACK-1

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

**CONTRACT B518
RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS
FOR A TWO (2) YEAR PERIOD**

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

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

Acknowledgment by Bidder:

Name of Bidder:

(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

**CONTRACT B518
PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO**

**RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS
FOR A TWO (2) YEAR PERIOD**

To: **PASSAIC VALLEY SEWERAGE COMMISSION**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are named under the bid signatures, that the proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission, in the form of the copy of the Contract deposited in the office; of the Passaic Valley Sewerage Commission, to perform all the work described in the contract specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following sums, exclusive of all taxes, to wit:

If this proposal shall be accepted by the Passaic Valley Sewerage Commission, and the undersigned shall fail to contract as aforesaid, within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commission may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and the proceeds thereof for 1,000.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said failure to default; otherwise the accompanying check shall be returned to the undersigned.

Signature of bidder with residence and business address.

Business _____

Residence _____

Signed _____

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.

CONTRACT B518

BB-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned _____ as Principal;
and _____ Surety, are hereby held and firmly bound unto the Passaic Valley
Sewerage Commission in the penal sum of \$1,000.00 for the payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____

The condition of the above obligation is such that whereas the Principal has submitted
to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a
part hereof, to enter into a contract in writing, to Furnish And Deliver Various Equipment And
Supplies.

**RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS
FOR A TWO (2) YEAR PERIOD**

NOW THEREFORE,

- A) If said Bid shall be rejected, or, in the alternate,
- B) If said Bid shall be accepted and the Principal shall execute and
deliver a contract in the form of Contract attached hereto (properly completed
in accordance with said Bid) and shall furnish a bond for his faithful
performance of said Contract, and shall in all other respects perform the
agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect;
it being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Principal may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals,
and such of them as are corporations having caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____
By: _____
Authorized Signature

Print Name

Title: _____
Seal: _____

Surety: _____
By: _____
Authorized Signature

Print Name

Title: _____
Seal: _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

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

CONTRACT B518**SO-2**

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____

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

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

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

OR

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

AND

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

Subscribed and sworn before me this ____ day of _____, 2026

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

AFFIRMATIVE ACTION COMPLIANCE

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND/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. Photocopy of the Certificate of Employee Information Report.
3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.

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. Vendors may bid to provide service on the various manufacturer's pumps and motors as listed on the vendor format list only or bid to furnish and deliver the various manufacturers pumps and motors as listed on the vendor format list only or bid to install the various manufacturer's pumps and motors as listed on the vendor format list. Vendors may also bid to provide **any combination of service equipment or installation services** to the members of the North Jersey Wastewater Cooperative Pricing System.

2. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. All equals or exceptions submitted by bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be submitted with the bid proposal and conform to each requirement of the specifications.

Any and all exceptions or alternates to manufacturer's brand, model and/or proprietary trade name indicated, shall be legible and complete in every detail on the attached "bidders exception list", and additional stationary as required at bidders expense. It is understood if no exception is taken the vendor shall supply all the materials exactly as specified.

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

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

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

4. All proposals shall be filled out by Handwritten Pen, preferably in black ink, or Typewriter, pencil entries not allowed, and must be legible. All corrections made after the bid is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid. Failure to follow this procedure is grounds for rejection of the bid or bid items.

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

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

RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS
FOR A TWO (2) YEAR PERIOD

BID SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO:

FAX NUMBER:

Vendor Email:

Vendor FEIN:

- A. The Contractor shall furnish supervision, labor, equipment and materials necessary to provide, erect and dismantle scaffolding on a rental basis at various PVSC Facilities and in accordance with all the of the specifications for the unit prices as shown on the attached vendors format List.
The work shall proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications.
In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the contractor.
The vendor shall perform the above work for the amounts shown on the Vendors Format list for the tasks or items as shown.
The total value of this contract is indeterminate. For purposes of evaluation of bids, awards will be based on the sum of the amounts shown for each contract item.
- B. All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is an agency of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:328-1 et seq.).
- C. The cost of all Warrantees shall be included in the lump sum amount.
- D. The prices shall be net, including all transportation charges fully prepaid by vendor, F.O.B. Destination.
- E. The term of this contract is for **a two (2) year period, beginning November 1, 2026 and extending through October 31, 2028** All prices shall hold firm, and not be subject to increase during the term of the contract.
- F. The Contractor is required to bid on every item of the contract and shall fill in the unit prices for all items. The Commission reserves the right to award this contract on a per item basis, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids.

- G. No exceptions will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include exceptions to the terms and conditions will be considered nonresponsive and will be rejected.
- H. Unless prevented by strike or strikers which prevents construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- I. The Contractor shall maintain for the duration of the work to be done under this contract. Liability Insurance in the amounts specified in the contract. Upon execution of the contract, the Contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- J. If the contractor wishes to visit the PVSC facilities to inspect and verify the locations and condition of the area where scaffolding is to be erected as part of this contract, a site visit can be arranged by contacting the PVSC Plant Engineering Department at 973-817-5790.
- K. Only Contractors with experience with a similar type of work will be considered. Certification of this experience, and the names and addresses of at least three (3) customers from whom similar work was performed within the last two (2) years, shall be supplied with the bid. A certification questionnaire form is included for the Contractor's convenience.
- I. After acceptance by the PVSC the contractor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due.

To assure timely payment, bills must be received by the PVSC not less than twenty (20) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

- M. Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105. with the name and address of the bidder plainly marked upon the outside thereof. If forwarded by preferably registered mail. the sealed envelope containing the proposal. marked as directed above must be enclosed In another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number. contract name and bid opening date. Failure to properly Identify the contents may result in the bid being rejected.

Passaic Valley Sewerage Commission

BID SHEET B518

RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC LOCATIONS FOR A TWO (2) YEAR PERIOD

ITEM NO.	DESCRIPTION	UNIT PRICE
I.	AFTERCOOLER, SLUDGE HEAT TREATMENT FACILITY	
	A. Furnish, Erect and Dismantle	
	B. Rental for one (1) day period	
	C. Rental for one (1) week period	
	D. Rental for a two (2) week period	
	E. Rental for a four (4) week period	
	F. Rental for six (6) week period	
	G. Rental for eight (8) week period	
II.	HEAT EXCHANGER, SLUDGE HEAT TREATMENT FACILITY	
	A. Furnish, Erect and Dismantle	
	B. Rental for one (1) day period	
	C. Rental for one (1) week period	
	D. Rental for a two (2) week period	
	E. Rental for a four (4) week period	
	F. Rental for six (6) week period	
III.	WET AIR OXIDATION REACTORS-SLUDGE HEAT TREATMENT FACILITY	
	A. Furnish, Erect and Dismantle	
	B. Rental for one (1) day period	

	C. Rental for one (1) week period	
	D. Rental for a two (2) week period	
	E. Rental for a four (4) week period	
	F. Rental for six (6) week period	
	G. Rental for eight (8) week Period	
IV.	SLUDGE COLLECTING MECHANISMS - DECANT TANKS	
	A. Furnish, Erect and Dismantle	
	B. Rental for one (1) day period	
	C. Rental for one (1) week period	
	D. Rental for a two (2) week period	
	E. Rental for a four (4) week period	
	F. Rental for six (6) week period	
	G. Rental for eight (8) week period	
	F. Rental for six (6) week period	
	G. Rental for eight (8) week period	
V.	SLUDGE COLLECTING MECHANISMS - SLUDGE THICKENER TANKS	
	A. Furnish, Erect and Dismantle	
	B. Rental for one (1) day period	
	C. Rental for one (1) week Period	
	D. Rental for a two (2) week period	
	E. Rental for a four 14) week period	
	F. Rental for six (6) week period	

	G. Rental for eight (8) week period	
	E. Rental for a four (4) week period	
	F. Rental for six (6) week period	
	G. Rental for eight (8) week period	
VI.	MISCELLANEOUS	
	A. Furnish, Erect and Dismantle Per Unit - First Tier	
	B. Furnish, Erect and Dismantle Per Unit - Second Tier	
	c. Furnish, Erect and Dismantle Per Unit - Third Tier	
	D. Furnish, Erect and Dismantle Per Unit - Fourth Tier	
	E. Furnish, Erect and Dismantle Per Unit - Fifth Tier	
	F. Furnish, Erect and Dismantle Per Unit - Sixth Tier	
	G. Rental for one (1) day period per unit	
	H. Rental for one (1) week period per unit	
	I. Rental for a two (2) week period per unit	
	J. Rental for a four (4) week period per unit	
	K. Rental for six (6) week period per unit	
	L. Rental for eight (8) week period per unit	
VII.	OTHER	
	A. Hourly Service Rate (man/hour)	

BIDDERS EXCEPTIONS

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

NON-COLLUSION AFFIDAVIT

CONTRACT B518

STATE OF NEW JERSEY

§

COUNTY OF

I, _____ of the _____ in the County of _____ and State of _____, of full age, being duly sworn according to law, on my oath depose and say that:

I am _____, of _____, the Bidder making the Bid for this Project.

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

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

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

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

Sworn on Behalf of: _____

Name of Bidder: _____

Sworn and subscribed to

before me this _____ day

of _____, 2026.

Notary Public of New Jersey

**CONTRACT B518
AGREEMENT
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
TO
B518 RENTAL AND ERECTION OF SCAFFOLDING AT VARIOUS PVSC
LOCATIONS FOR A TWO (2) YEAR PERIOD**

THIS AGREEMENT, made and executed this _____ day of _____, 2026 by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

a corporation chartered under the laws of the state of _____

partnership, individual with principals' offices at _____
hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the PVSC, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days unless stated otherwise in the bid documents, from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the PVSC may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the PVSC.

The PVSC shall not be liable to the Contractor for any neglect, default, delay or interference of or by another contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

CONTRACT B518**CA-2**

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
Chairman

(SEAL) ATTEST BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION
Clerk

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL) ATTEST BY: _____
CONTRACTOR

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, PVSC is prohibited from entering into a contract with an entity unless the bidder and each subcontractor (if applicable) named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. 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:

<http://www.nj.gov/njbusiness/registration/>

or by phone at 866-534-7789

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.

GENERAL CONDITIONS

- a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.
- b. The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.
- c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or the authorized representative.
- d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.
- e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.
- f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract. To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

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

h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.

i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.

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

l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.

m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.

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

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

q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C. and/or the Contractor, and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.

r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.

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

t. The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract as defined in the contract herein the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

(a) By such applicable unit prices, if any, as are set forth in the contract; or

(b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:

1. Labor, including foreman, but not supervisors;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;
4. Power and consumable supplies for the operation of power equipment during the above time;
5. Insurance;
6. Social Security and old age and unemployment contributions;
7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the

excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

SUPPLEMENTAL CONDITIONS**A. N.J.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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to ensure 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.

- i. The PVSC will request that the contractor assure that it and/or each of its employees are 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 are 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 have 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 follow 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.

SPEC 1

DIVISION 1 • GENERAL

REQUIREMENTS 01010 SCOPE OF WORK

The Contractor shall furnish for a two (2) year period, supervision, labor, equipment and materials necessary to provide, erect and dismantle scaffolding on a rental basis at various PVSC Facilities and in accordance with all the terms of the specifications for the unit prices as shown on the attached vendor format list.

It is the intent of this contract to provide equipment, materials, or services complete in every detail, whether or not indicated in the Specifications. Consequently, the vendor shall be responsible for all details necessary to comply with this intent.

01011 ERRORS OR OMISSION OF DETAILS IN SPECIFICATIONS

Errors in the specifications which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Owner for interpretation.

The Contractor is required to check all dimensions and quantities on any drawings or schedules made available by the Owner and shall notify the Owner of all errors therein which he may discover by such examination.

01025 PAYMENT

Upon completion of erections, the Contractor will invoice PVSC for eighty percent (80%) of the estimated job price.

Upon notice to dismantle the Contractor will invoice PVSC for the remaining twenty percent (20%).

After acceptance by the PVSC of an invoice for the items delivered and the work done, the Commission at their next scheduled monthly meeting will pay the amount due.

Prices shown on the Vendor's Format List shall be at straight labor rates.

When a scaffold is required to be erected or dismantled on an overtime basis, PVSC will pay time and a half, or double time, as required by applicable wage hour laws, and/or Union Contract.

All invoices shall include the Purchase Order Number and shall reference the PVSC Contract Number and shall also include the Contract Item Number, or a description of the goods and/or services provided.

To assure timely payment, bills must be received by the PVSC not less than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

01037 REPLACEMENT'S

In the event of damage to any PVSC property or equipment, immediate necessary repairs and/or replacements shall be made subject to the approval of the Engineer, and at no additional cost to the Owner.

In the event of damage to any equipment critical to the Sewerage Treatment Plant, repairs will be made by PVSC and the cost will be backcharged to the Contractor.

01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS

From the commencement of the work until its completion, the Contractor shall be solely responsible for damages caused to the property of the Owner, for the care, protection and security of the work covered by the contract, and for all materials delivered to the site or incorporated in the work.

SPEC 2

01046 WORKING HOURS

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:45 a.m. to 4:15 p.m.), five (5) days per week, with the exception of PVSC Holidays. Other hours require PVSC consent and approval. A list of PVSC Holidays will be provided to the Contractor.

01048 SUBCONTRACTORS

The Contractor shall, within ten (10) days after "Notice to Proceed" notify the Engineer in writing of the names, addresses and experience records of subcontractors (if any) he proposes for principal parts of the work. PVSC reserves the right to review the qualifications of all subcontractors and to reject any deemed not qualified to perform the work required.

Subcontractors must be covered by insurance as required in the General Conditions, Section 00727.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for acts and omissions of persons directly employed by him. He further agrees that he will bind his subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

01602 TOOLS AND EQUIPMENT

All tools and equipment required to perform the work described in the contract shall be provided by the Contractor.

01603 SAFETY

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements.

Prior to commencing any work at the site, the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer. The Contractor's designated on-site safety officer shall be in charge of all of the safety programs of the Contractor and will be responsible to ensure the proper development, implementation and enforcement of all necessary and appropriate safety practices. The Contractor's designated on-site safety officer shall be on site at all times that work is being conducted and shall be solely responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

The Contractor throughout the work of this contract shall comply with the PVSC Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor Administrative Codes. The Contractor will be provided with a copy of the PVSC Safety Rules, these rules, including the wearing of protective head gear, shall be strictly enforced by the Contractor in respect to his own employees, subcontractor's employees, and other personnel engaged in business with the Contractor on PVSC's property.

Contractor's (and subcontractor's) personnel when on PVSC property shall wear OSHA approved hard hats and shall prominently display the Company Name or Logo on the hard hat.

SPEC 3

The Contractor is advised of the 15 MPH speed limit on all plant roads and will be held Responsible for his employees (and subcontractors) compliance with this and all rules for traffic safety in the plant.

The Contractor's attention is directed toward several OSHA Safety and Health Standards and New Jersey Labor Department Administrative Codes that influence the conduct of his work in specific areas.

1. OSHA Confined Space Standard, 29 CFR 1910.146 - Work in Confined Spaces
2. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard, 29 CFR 1910.147 (Electrical energy lockout and other energy sources such as steam, air, liquids.)
3. NJAC 7:31-1-6 - Toxic Catastrophe Prevention Act

Before any work commences on PVSC property, the Contractor's Superintendent shall contact the PVSC Facility Supervisor at the site. The PVSC Supervisor will inform the Contractor of the PVSC emergency plant evacuation plan and where he is to assemble his personnel.

The Contractor shall instruct and show his personnel where to assemble, at the sound of the PVSC emergency evacuation siren. The Facility Supervision will notify the Contractor's personnel of the emergency evacuation route they are to follow. At the assembly point, the Contractor's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle. The Contractor should check with PVSC each month shortly before that time to confirm the test is going to be performed. If so, it is not required to assemble for the test cycle. Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the Contractor shall at all times maintain safety standards for his employees at least as comprehensive as that imposed by the Codes. This includes, for example (and not limited to), monitoring of air in confined spaces with appropriate Instrumentation for noxious or toxic gases % oxygen, and lockout and tagout of hazardous energy such as electrical, steam, air or liquids under pressure.

The Contractor shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The Contractor shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The Contractor's arrangements shall be submitted in writing, with required telephone numbers to PVSC's Security Department. PVSC Security will summon the Contractor's emergency personnel, if the Contractor calls PVSC Security from any in plant telephone.

Contractor's personnel will not be treated in the PVSC Dispensary for minor injuries, cuts or services.

01604 **MATERIALS HANDLING AND STORAGE**

Material storage and staging area shall be approved by the Owner. All equipment and materials to be incorporated in the work shall be so placed as not to injure the work or the Owner's property as so that free access may be had at any time to all parts of the work, and to all utility installations in the vicinity of the work.

Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible travel in the area. Contractor shall obtain approval of PVSC for storage of his materials and equipment.

SPEC 4

All loss, injury, or damage to the work or materials from whatever cause, shall be made good at the Contractor's expense.

Contractor shall be responsible for daily cleanup.

All removed materials, rubbish and other things not required to be incorporated in the work shall be promptly removed from the property.

The Contractor will be responsible for the security of his tools, equipment and all his materials.

01630 DOMESTIC PRODUCTS AND MATERIALS

Only products and materials produced, mined or manufactured in the United States which will ultimately become the property of the PVSC may be used in this contract.

This section shall not apply with respect to domestic materials, 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 or 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 permitted. Any request for exception of this requirement shall be in writing and shall be approved by the Engineer.

01720 TRADE PRACTICE/SUPERVISION

The Contractor shall retain skilled craftsmen for the duration of the job and shall provide continual supervision to ensure that good trade practices, including safety, are adhered to.

Further, the Contractor's Superintendent and trade Foreman shall be available for consultation with regard to work performed under this specification, to the PVSC designated representative, throughout each day for the duration of the contract.

Contractor will be held responsible for the conduct of his personnel on site, and shall promptly remove individuals who are drunk, disorderly, or found with controlled substances, when requested by the Owner.

DIVISION 14 - CONVEYING SYSTEMS

14800 SCAFFOLDING

14801 GENERAL

Contractor shall provide all equipment required to safely conduct work of this contract. Contractor shall be responsible for compliance with scaffold manufacturer's recommendations and OSHA Regulations, where applicable.

The work shall consist of providing (on a rental basis) erecting and dismantling scaffolding at various PVSC facilities for a two (2) year period.

The work shall include, but not be limited to the following:

- A. Designing scaffold arrangement
- B. Delivering scaffold to site
- C. Erecting scaffold
- D. Removing scaffold

4802 DESCRIPTION OF WORK

- A. The Contractor shall be responsible for the design of the scaffold arrangement and that it meets the needs of the maintenance work to be performed by others.
- B. All work shall be in accordance with OSHA Safety and Health Standards. The Contractor shall also be responsible for all applicable state and/or local codes pertaining to the work.

SPEC 5

- C. The Contractor shall deliver to the site all material, parts and accessories necessary to erect the complete scaffold system. Delivery shall be within two (2) working days of PVSC notification of each engagement.
- D. The Contractor shall, within two (2) working days, erect the scaffolding system ready for use by others. Contractor must obtain PVSC acceptance of scaffolding system prior to leaving job site.
- E. The Contractor shall, upon notification that the maintenance work is complete, dismantle
- F. and remove from the site all scaffold equipment, material parts. Removal of scaffold shall be completed within two (2) working days from notice to dismantle.
- G. Rental period shall commence upon completion and PVSC acceptance of scaffolding system erection and end upon notification by PVSC to dismantle scaffolding system. Daily rental period is defined as one 24 hour period. Weekly rental periods is defined as one 168 hour period.

14803 **CONTRACT ITEMS**

Item #1 The Contractor shall provide and erect a scaffold system which will permit access to all four (4) sides of one of twelve (12) Aftercoolers at the Sludge Heat Treatment Facility. Scaffold shall provide access to top of cooler, approximately 55 ft. in height. A two (2) foot wide walkway shall be provided at every six and one half feet (6-1/2') of vertical height on all four (4) sides. There shall be ladder access to each level. Outriggers shall be provided. Hand rails and mid rails shall be provided at the outer perimeter at all levels. After removal of the insulating enclosure by others, the Contractor shall provide and install crosswalks as required to permit access to interior area of the Aftercoolers. After maintenance or repair work is complete on the Aftercoolers, the Contractor shall remove the crosswalks to permit reassembling of the insulating enclosure.

Item #2 The Contractor shall provide and erect a scaffold system which will permit access to all four (4) sides of one of twelve (12) Heat Exchangers at the Sludge Heat Treatment Facility. Scaffold shall provide access to top of cooler, approximately 55 ft. in height. A two (2) foot wide walkway shall be provided at every six- and one-half feet (6-1/2') of vertical height on all four (4) sides. There shall be ladder access to each level. Outriggers are required. Handrails and mid rails shall be provided at the outer perimeter at all levels. After removal of the insulating enclosure, by others, the Contractor shall provide and install crosswalks as required to permit access to the interior area of the Heat Exchanger. After maintenance or repair work is complete on the Heat Exchanger, the Contractor shall remove the cross walks to permit reassembly of the insulating enclosure.

Item #3 The Contractor shall provide and erect a scaffold system which will permit access to all four (4) sides of one of twelve (12) Wet Oxidation Reactors at the Sludge Heat Treatment Facility. Scaffold shall provide access to top of cooler, approximately 55 feet in height. A two (2) foot wide walkway shall be provided at every six and one half feet (6-1/2') of vertical height on all four (4) sides. There shall be ladder access to each level. Hand rails and mid rails shall be provided at the outer perimeter at all levels.

SPEC 6

Item #4 The Contractor shall provide and erect a scaffold system which will permit access to all sides of the Sludge Collecting mechanisms inside one of six (6) Sludge Decant Tanks. Scaffold shall provide access to the top of the tanks, approximately 43 feet. Approximate size of platform 28 square feet. The tanks have conical bottoms. A walkway shall be provided at every six and one half feet (6-1/2') of vertical height. There shall be ladder access to each level. Handrails and mid rails shall be provided at all levels.

Item #5 The Contractor shall provide and erect a scaffold system which will permit access to various equipment in the Sludge Thickener Tanks. The approximate height of the required scaffolding is 30 feet.
The platform area at the upper level of each scaffold section shall be 8 feet by 10 feet. The scaffold shall be assembled in sections of six- and one-half feet (6-1/2') nominal height. There shall be an access ladder and a two (2) foot wide platform at each intermediate level. Handrails and mid rails shall be provided at the upper level.

Item #6 The Contractor shall provide and erect free standing scaffold sections, on a per unit basis application at sites other than described in Items #1 through #5.
The platform area at the upper level of each scaffold section shall be 8 feet by 10 feet. The scaffold shall be assembled in sections of six- and one-half feet (6-1/2') nominal height. There shall be an access ladder and a two-foot-wide platform at each intermediate level. Handrails and mid rails shall be provided at the upper level.

Item #7 In those cases where scaffolding systems beyond the scope identified in item # 1-6 are required, the contractor shall provide PVSC with a firm price quote based on the rental rates shown online Item #6, and the service rates shown on Line Item #7 on the Vendor Format List. Depending on the cost involved, PVSC reserves the right to seek competitive quotations from others. In those cases where additional work is required to modify the scaffolding systems described in items #1 through #6 after scaffolding system erection and acceptance by PVSC, the contractor shall perform such work at the service rates shown on line item #7.

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).