"Protecting Public Health and the Environment"

CONTRACT B523

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

FURNISH AND DELIVER POLYMER TO THE PVSC THICKENING CENTRIFUGE FACILITY
FOR A ONE (1) YEAR PERIOD

BID DOCUMENT SUBMISSION CHECKLIST

Contract B523

FURNISH & DELIVER POLYMER TO THE PVSC THICKENING CENTRIFUGE FACILITY FOR A ONE (1) YEAR PERIOD

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

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

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

Name of Bidder:
(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

INVITATION TO BID

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on November 25, 2026 at 10:00 o'clock a.m. in the PVSC Purchasing Department, Administration Building. At that time and place, and in accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, the sealed proposals will be publicly opened, announced and recorded via the Zoom Conferencing Application at https://pvsc.zoom.us/j/2496333971. Bidders can also dial into the bid opening by phone at (1+646 876 9923), access code (249 633 3971).

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

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

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

It is the purpose of Passaic Valley Sewerage Commissioners 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 $ 1,500.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order to of the Passaic Valley Sewerage Commissioners. 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 Commissioners and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

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

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44 and submit proof of certification along with bid submission. Failure to provide proof of certification will result in the rejection of the bid. Information on the New Jersey Business Registration Certification Program, operated by the New Jersey Department of the Treasury, can be found on the internet at www.nj.gov/njbgs or by phone at 609-292-1730.

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

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

The bidder to whom the contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from Passaic Valley Sewerage Commissioners to the bidder, according to the address given by him, that the contract is ready for signature; and in case of his failure or neglect so to do, Passaic Valley Sewerage Commissioners 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 Commissioners, and the bidder shall additionally be liable for all damages to the Commissioners occasioned by such default.

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

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

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

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

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

PASSAIC VALLEY SEWERAGE COMMISSIONERS

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT B523

FURNISH AND DELIVER POLYMER TO THE PVSC THICKENING CENTRIFUGE FACILITY FOR A ONE (1) YEAR PERIOD.

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

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

Acknowledgment by Bidder:

Name of Bidder:
(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

PASSAIC VALLEY SEWERAGE COMMISSIONERS

PROPOSAL TO

FURNISH & DELIVER POLYMER TO THE PVSC THICKENING CENTRIFUGE FACILITY FOR A ONE (1) YEAR PERIOD

To: **PASSAIC VALLEY SEWERAGE COMMISSIONERS**

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 Commissioners, in the form of the copy of the Contract deposited in the office; of the Passaic Valley Sewerage Commissioners, 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 Commissioners, 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 Commissioners to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commissioners 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 $1,500.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commissioners and additionally the bidder shall be liable to said Commissioners for any and all damages accruing to said Commissioners by reason of said failure to default; otherwise the accompanying check shall be returned to the undersigned.

Signature of bidder with residence and business address.

Business _____ Residence _____

_____ _____

_____ _____

Dated: _____

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

_____

_____

_____

_____

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the Passaic Valley Sewerage Commissioners to judge of his experience, skill and business standing.

_____

_____

_____

_____

_____

_____

CONTRACT B523 **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 Commissioners in the penal sum of $1,500.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this_____day of _____

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commissioners a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to

Furnish And Deliver Polymer to the PVSC Thickening Centrifuge Facilities for a One (1) Year Period.

NOW THEREFORE,

A) If said Bid shall be rejected, or, in the alternate,

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

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

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

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

Principal:_____ Surety:_____

By:_____ By:_____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

Title:_____ Title:_____

Seal:_____ Seal:_____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every 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 B523 **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.

_____

_____ _____
(Affiant)

Subscribed and sworn before me this ___ day of

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

(Notary Public)

(Corporate Seal if a Corporation)

My Commission expires:

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSIONERS 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 Commissioners with one of the following documents, whichever may be applicable to his present situation.

1. Copy of a Federal letter of approval from the U. S. Department of Labor's Office of Federal Compliance Programs (OFCCP).

2. Photo copy of the Certificate of Employee Information Report.

3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.

4. Failure to supply the Affirmative Action document within the time frame allowed by law, will require the Public Agency to declare the contractor as being non-responsive.

INSTRUCTION TO BIDDERS

1. The vendor is not required to bid on every item on the contract. The vendor shall fill in the unit prices for all the items he wishes to deliver.

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

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

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

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

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

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.

BID SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO: **FAX NUMBER:**

Vendor Email: **Vendor FEIN:**

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the Polymers listed on the bid to the PVSC Thickening Centrifuge for a two year period, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, and this contract for the discounted prices as shown on the attached vendors format list.

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

   b. Delivery Period _____ Calendar Days.

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

2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.

3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.

4. The term of this contract is for a One (1) year period beginning January 1, 2027 and extending thru December 31, 2027. All prices shall hold firm, and not subject to increase during the term of the contract.

5. The Commissioners do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Polymer will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.

6. The vendor shall submit bids to provide Polymer as per the attached specification pages SPEC-1- SPEC-3 and as itemized in the listed catalogs. The vendor shall bid in reference to the manufacturer's list price per pound.

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

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

c. Successful vendors shall supply a minimum of three (3) numbered copies of each catalog and price list representative of the items awarded to the vendor. Failure to provide these items with the executed awarded contract will result in the vendor being held in default of the contract. Forfeiture of the contract will carry all the penalties outlined in the Default Article of the contract.

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

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

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

9. After delivery and acceptance by the PVSC the vendor shall submit a bill for the Polymer delivered, and the Commissioners at their next scheduled monthly meeting will pay the amount due. All exceptions contained in N.J.S.A. 2A:30-2(a) shall apply solely for the benefit of PVSC.

10. 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.

11. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commissioners may seek redress under the Default Article of the contract.

12. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commissioners with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.

PASSAIC VALLEY SEWERAGE COMMISSION

BID SHEET B523

B523-FURNISH AND DELIVER POLYMER TO THE PVSC THICKENING CENTRIFUGE FACILITY FOR A ONE (1) YEAR PERIOD

			% Discount Off List	% Discount Off List
Item	**Manufacturer**	**Catalog Refrence**	**Bulk Truck per Pound**	**Bulk Packs per Pound**
1	CIBA Specialty Chemicals	Current catalog listing of all thickening polymers		
2	CYTEC Industries	Current catalog listing of all thickening polymers		
3	Degussa Water Chemicals	Current catalog listing of all thickening polymers		
4	Ondeo Nalco Co.	Current catalog listing of all thickening polymers		
5	Polydyne Inc.	Current catalog listing of all thickening polymers		
6	US Polymers, Inc.	Current catalog listing of all thickening polymers		

BIDDERS EXCEPTIONS

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

CONTRACT B523

AGREEMENT

PASSAIC VALLEY SEWERAGE COMMISSIONERS

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

TO

Furnish And Deliver Polymer to the PVSC Thickening Centrifuge Facility for a One (1) Year Period

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

_____

_____

a corporation chartered under the laws of the State of _____
partnership, individual with principals offices at _____
_____
hereinafter called the "Contractor".

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

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

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

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

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

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

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

BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL) ATTEST BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

_____

CONTRACTOR NAME

BY: _____

CONTRACTOR

(SEAL) ATTEST BY: _____

CONTRACTOR

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISC-IR.-1

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).

GENERAL CONDITIONS

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

b. The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commissioners, or the authorized representative.

d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.

e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract. 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 is whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commissioners reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

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

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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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. l7:27-5.2.

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, col-or, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SUPPLEMENTAL CONDITIONS

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and

d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.

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

a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrative or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;

b. holding meetings of its directors or shareholders;

c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;

d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

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

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

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

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

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

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

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

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

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

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

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

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

7:31-3.17 Contractors and Contractor Employees

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

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

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

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

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

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

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

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

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

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

(e) The procedures shall require that:

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

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

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

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

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

   i. The PVSC will request that the contractor assure that it and/or each its employees is trained in work practices necessary to safely perform his/her job;

   ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;

   iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;

   iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;

   v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

I. GENERAL SPECIFICATIONS

The Bidder(s) may be requested to furnish high solids liquid polymer required for extraction of water from the Passaic Valley Sewerage Commissioners sludge by a thickening Centrifuge Operation during the equipment shakedown and performance testing phase. The sludge is a combination of primary digested sludge, scum, alum sludge, water treatment plant sludges, and waste oxygen activated sludge, gravity thickened and is thickened in a centrifuge. The PVSC has three Westfalia Centrifuges Model #1036 (maximum 1200 gpm each). The polymer conditioned sludge shall be thickened to produce a sludge not to exceed 6 percent solids along with maximizing the solids capture. The Polymer shall be water soluble in all proportions, non-corrosive to metals, have low toxicity, NJDEP non-hazardous and shall be low in objectionable odors.

II. PRE-REQUIREMENTS

Due to the quantity of polymer to be used and importance of thickening the sludge, **the Bidder must be the manufacturer of the polymer bid, who actually conducts polymerization of the monomers that goes into the make up of the polymer bid**. Bidders must also be in the polymer manufacturing business for at least three (3) years. Proof of manufacturing (certified letter signed by a company official) must be supplied with the bid documents.

III. PREQUALIFICATION REQUIREMENTS

a. Only those manufacturers of polymer who have met the specifications stated herein shall be eligible for award of this contract.
b. Future performance and testing shall provide a continued basis for re-evaluation of the quantity of polymer per dry ton of solids stipulated by the Centrifuge manufacturer. The PVSC reserves the right to test any or none of a manufacturer's polymer during the period of this contract.
c. The polymer shall thicken the sludge to its maximum 6 percent total solids and shall maximize the solids capture.
d. Mixing of stock solutions of polymer shall be performed using non-potable water only in the PVSC Dyna Blend mixing unit.
e. Bidders may propose all of their high-solids polymers, however not every polymer proposed may be field tested by the Centrifuge manufacturer on the PVSC's equipment.
f. Technical services are to be provided at the PVSC site by the supplier within 48 hours of notification by phone call, should the proposed polymer not achieve performance requirements, other polymer related problems be experienced, or if requested by thePVSC. An 800 toll free phone number shall be supplied to call for technical services. The cost of this service shall be incorporated into the polymer purchase price.

g. Special modifications to existing PVSC equipment and/or new equipment required to handle and/or mix the polymer, put the same into solution, or deliver the same to the application point may be accepted or rejected at the sole discretion of the PVSC . Any additional cost to be incurred as the result of equipment modification, or purchase, to be able to accommodate this polymer along with all labor shall be included in the polymer cost and shall be incorporated into the bid price. A list of any additional equipment or modifications must be submitted to PVSC after award and all equipment shall be turned over to the PVSC at no additional cost, at the end of this contract.

h. No minimum amount of polymer purchase is guaranteed by the PVSC for the period of this contract. The supplier(s) shall be paid for actual quantity of product delivered at the discounted price stipulated in this bid.

DELIVERY

a. High solids liquid polymer shall be delivered in bulk tank trucks and bulk packs. The bulk trucks shall be equipped to discharge the polymer into the existing PVSC liquid polymer storage tanks utilizing the existing off loading hookup hose and piping. The hauler will be required to supply any blow off or pump equipment, hoses or adapter to make this hookup. Bulk packs shall be delivered on trucks capable of being off loaded with the PVSC forklift.

b. The cost of tank truck washout, truck demurrage, storage or other incidentals relative to polymer supply shall be incorporated into the unit bid cost per pound. There will be no additional payment for these items.

c. The supplier is required to supply the polymer within forty-eight (48) hours of notification by phone from the PVSC Supervisor-in-Charge. The vendor shall have a 24 hour 800 toll free phone number available for ordering polymer.

d. The Supplier must have the capability to make deliveries twenty-four (24) hours per day, seven (7) days a week.

e. The Supplier will be required to visit the site before startup to confirm all off loading requirements.

f. The PVSC Supervisor-in-Charge will notify the Supplier of the exact amount of polymer to be delivered. There will be no minimum order allowed under this contract.

g. The Supplier must have the capability and be able to supply the maximum quantity of polymer needed for thickening sludge at **all** times, there will be no exceptions. The Supplier will provide proof that there is polymer reactor capacity to make the polymer quantities needed by the PVSC without interruption of supply.

h. The Supplier(s) of the high solids liquid polymer with be responsible to remove and dispose of any liquid polymer left over in the storage tanks from the previous polymer supplier that is below the normal low level for this tank. These removal requirements may be waived if the new liquid polymer is compatible with the previous contract liquid polymer.

i. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment whole on PVSC 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 PVSC upon award of this contract.

V CHEMICAL PROPERTIES

a. Supplier shall include with each polymer proposed, all information necessary to describe the chemical properties and shelf life of the polymer including, but no limited to material safety data sheets, technical bulletins, specific chemicals make up, density (lbs/gal), % active, sales literature, and all other applicable publications.
b. The Executive Director may hire a testing laboratory to determine if the materials conform to the original polymer specifications. If the specifications are not met, the materials will be rejected and the cost of testing and polymer removal from the equipment will then be paid for by the contractor.

VI POST BID PERFORMANCE

a. In the event the polymer supplied under the contract fails to perform, the PVSC reserves the right to return the unused polymer to the Supplier, place the Supplier in default, or take other action(s) in the best interest of the PVSC. The Supplier will have the option to switch to another polymer at no additional cost to the PVSC above the current cost of polymer if he can not correct the problem within 48 hours of notice by PVSC. Any removal cost to pump out the unused liquid polymer into a tank truck shall be the Supplier's responsibility, along with supplying the equipment.

VII TRAINING

a. The manufacturer who supplies the polymer may be required to provide on site training on the operation with his polymer with PVSC Operators and Supervisors. PVSC will determine time frame for training.

I ODOR PROBLEMS

a. The polymer shall remain stable once introduced to the flow and not generate any polymer-based odors. PVSC will be determining factor when an odor is present. The vendor will be required to take immediate action with 24 hours of notification to correct this problem.
b. If the polymer conditioned sludge, causes odor problems, the supplier will be responsible for any removal costs associated with the polymer on site. The Supplier will also be responsible for any fines that may be generated by any agency because of these odor problems. This includes the disposal site, hauler and PVSC.