



“Protecting Public Health and the Environment”

CONTRACT B499

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
Lead Agency

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO
FURNISH AND DELIVER VARIOUS BULK CHEMICALS
FOR A ONE (1) YEAR PERIOD
(NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM)

BID DOCUMENT SUBMISSION CHECKLIST

BID DOCUMENT SUBMISSION CHECKLIST

Contract B499 Furnish & Deliver Various Bulk Chemicals 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. | North Jersey Wastewater Cooperative | NJWWCPS-1-11 | |
| 6. | Bid Bond or Certified Check * | BB-1 | |
| 7. | Statement of Ownership * | SO-1-3 | |
| 8. | Affirmative Action Compliance | AAC-1 | |
| 9. | Instructions To Bidders | IB-1-2 | |
| 10. | Proposal | P-1 TO P-2 | |
| 11. | Vendor Bid List | VBL-1 | |
| 12. | Bidders Exception List | BE-1 | |
| 14. | Contract Agreement | CA-1 To CA-2 | |
| 15. | NJ Business Registration | BR-1 | |
| 16. | General Conditions | CG-1 To GC-10 | |
| 17. | Supplemental Conditions | SC-1 To SC-5 | |
| 18. | SPECIFICATIONS | SPEC 1-4 | |
| 19. | Disclosure of Investment Activities in Iran | DISC-IR | |
| 20. | 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

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on **May 19, 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).

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

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

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

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

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than **\$1000.00** enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order to of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds.

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

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

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

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

CONTRACT B499

ACK-1

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

CONTRACT B499

FURNISH AND DELIVER VARIOUS BULK CHEMICALS 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 |
|--|---|---------------|
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Acknowledgment by Bidder:

Name of Bidder:
(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

**CONTRACT B499
PASSAIC VALLEY SEWERAGE COMMISSION**

**PROPOSAL TO
Furnish And Deliver Various Bulk
Chemicals For A One (1) Year Period**

To: **PASSAIC VALLEY SEWERAGE COMMISSION**

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

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

Signature of bidder with residence and business address.

Business _____ Residence _____

Dated: _____

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.

North Jersey Wastewater Cooperative Pricing System

Contract _____, has been designated as a Cooperative Pricing System Contract. Prospective bidders are invited to submit bids on the attached vendor bid list for the following North Jersey Wastewater Cooperative Pricing System members:

Lead Agency: Passaic Valley Sewerage Commission (PVSC)
600 Wilson Avenue
Newark, New Jersey
07105

Member Agencies: Deliver to same location unless noted otherwise

| | | |
|---|--|---|
| Bergen County Utilities Authority Deliver to Location: | PO Box 9 Foot of Mehrhof Road | Little Ferry, New Jersey 07643 Little Ferry, New Jersey 07643 |
| Joint Meeting of Essex and Union Counties (JMEUC) | 500 South First Street | Elizabeth, New Jersey 07202 |
| The Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA) Deliver to Location: | PO BOX 88 End of Lincoln Boulevard | Lincoln Park, New Jersey 07035 Lincoln Park, New Jersey 07035 |
| Northwest Bergen County Utilities Authority | 30 Wyckoff Avenue | Waldwick, New Jersey 07463 |
| Rahway Valley Sewerage Authority | 1050 East Hazelwood Avenue | Rahway, New Jersey 07065 |
| Town of Morristown | 200 South Street | Morristown, New Jersey |
| Township of Wayne | 475 Valley Road | Wayne, New Jersey 07470 |
| City of Asbury Park Deliver to Location: | One Municipal Plaza 9 Main Street | Asbury Park, New Jersey 07712 Asbury Park, New Jersey 07712 |
| Linden Roselle Sewerage Authority | 5005 South Wood Avenue | Linden, New Jersey 07036-8118 |
| Sussex County Municipal Utilities Authority | 34 South Route 94 | Lafayette, New Jersey 07848 |
| Township of Mine Hill | 10 Baker Street | Mine Hill, New Jersey 07803 |
| Musconetcong Sewerage Authority | 110 Continental Drive | Budd Lake, New Jersey 07828 |
| Borough of Fair Lawn | 8-01 Fair Lawn Avenue | Fair Lawn, New Jersey 07410 |
| Township of Morris | 50 Woodland Avenue | Convent Station, NJ 07961 |
| Village of Ridgewood | 131 N. Maple Avenue | Ridgewood, New Jersey 07450 |
| Rockaway Valley Sewerage Authority | RD #1, 99 Greenbank Road | Boonton, New Jersey 07005 |
| Atlantic County Utilities Authority | 6700 Delilah Road | Egg Harbor Township, N 08234 |
| Township of Wall | 2700 Allaire Road | Wall, New Jersey 07719 |
| Township of Readington | 509 Route 523 | Whitehouse Station, NJ 08889 |
| Borough of South Plainfield | 2480 Plainfield Avenue | South Plainfield, NJ 07080 |
| Borough of Lodi | One Memorial Drive | Lodi, New Jersey 07644 |
| Borough of Madison | 50 Kings Road | Madison, New Jersey 07940 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-2

Member Agencies continued:

| | | |
|---|-----------------------------------|-----------------------------------|
| Secaucus Municipal Utilities Authority | 1100 Koelle Boulevard | Secaucus, New Jersey 07094 |
| Two Rivers Water Reclamation Authority | 1 Highland Avenue | Monmouth Beach, NJ 07750 |
| Borough of Point Pleasant | 2233 Bridge Avenue | Point Pleasant, New Jersey 08742 |
| Township of Branchburg | 1077 US Highway 202 North | Branchburg, New Jersey 08876 |
| Township of Parsippany-Troy Hills | 1001 Parsippany Boulevard | Parsippany, New Jersey 07054 |
| Township of Springfield | 100 Mountain Avenue | Springfield, NJ 07081 |
| Township of Neptune | 25 Neptune Blvd | Neptune, NJ 07753 |
| Township of Verona | 600 Bloomfield Avenue | Verona, New Jersey 07044 |
| Borough of Lindenwold | 15 North White Horse Pike | Lindenwold, New Jersey 08021 |
| North Bergen Utilities Authority | 6200 Tonnelle Avenue | North Bergen, New Jersey 07047 |
| Bayshore Regional Sewerage Authority | 100 Oak Street | Union Beach, New Jersey 07735 |
| Lacey Municipal Utilities Authority | 34 R. Kennedy Boulevard | Forked River, New Jersey 08731 |
| Cape May County Municipal Utilities Authority | 1523 Route 9 North | Swainton, New Jersey 08210 |
| Bernards Township Sewerage Authority | 726 Martinsville Road | Liberty Corner, NJ 07938 |
| South Monmouth Regional Sewerage Authority | 1235 8 th Avenue | Belmar, New Jersey 07719 |
| East Windsor Utilities Authority | 7 Wiltshire Drive | East Windsor, New Jersey 08520 |
| Township of Chatham | 58 Meyersville Road | Chatham, New Jersey 07928 |
| Toms River Municipal Utilities Authority | 340 West Water Street | Toms River, New Jersey 08753 |
| Township of Millburn | 375 Millburn Avenue | Millburn, New Jersey 07041 |
| Township of Howell | 4567 Route 9 North | Howell, New Jersey 07731 |
| Town of Newton | 39 Trinity Street | Newton, New Jersey 07860 |
| Jersey City Municipal Utilities Authority | 555 Route 440 | Jersey City, New Jersey 07305 |
| Township of Mount Olive | 204 Flanders-Drakestown Road | Budd Lake, New Jersey 07828 |
| Borough of Sayreville | 167 Main Street | Sayreville, New Jersey 08872 |
| Somerset Raritan Valley Sewerage Authority | 50 Polhemus Lane | Bridgewater, New Jersey 08807 |
| Borough of Florham Park | 111 Ridgedale Avenue | Florham Park, New Jersey 07932 |
| Middlesex County Utilities Authority | 257 Main Street | Sayreville, New Jersey 08872-0159 |
| Washington Township Municipal Utilities Authority | 46 East Mill Road | Long Valley, New Jersey 07853 |
| Township of East Brunswick | 1 Jean Walling Civic Center Drive | East Brunswick, New Jersey 08816 |
| Jackson Township Municipal Utilities Authority | 135 Manhattan Street | Jackson, New Jersey 08527 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-3

Member Agencies continued:

| | | |
|--|-----------------------------|----------------------------------|
| Borough of Stone Harbor | 9508 Second Avenue | Stone Harbor, New Jersey 08247 |
| Borough of Bloomingdale | 101 Hamburg Turnpike | Bloomingdale, New Jersey 07403 |
| Township of Livingston | 357 South Livingston Avenue | Livingston, New Jersey 07039 |
| Township of Roxbury | 1715 Route 46 | Ledgewood, New Jersey 07852 |
| Township of Freehold | 1 Municipal Plaza | Freehold, New Jersey 07728 |
| Southeast Morris County Utilities Authority | 19 Saddle Road | Cedar Knolls, New Jersey 07927 |
| Township of Montville | 195 Changebridge Road | Montville, New Jersey 07045 |
| Manasquan River Regional Sewerage Authority | 89 Havens Bridge Road | Farmingdale, New Jersey 07727 |
| Cumberland Co. Utilities Authority | 333 Water Street | Bridgeton, New Jersey 08302 |
| Borough of Old Tappan | 227 Old Tappan Road | Old Tappan, New Jersey 07675 |
| Readington Lebanon Sewerage Authority | Old Route 28 | Whitehouse, New Jersey 08888 |
| Borough of Glen Rock | 1 Harding Plaza | Glen Rock, New Jersey 07452 |
| Warren Township Sewerage Authority | 46 Mountain Boulevard | Warren, New Jersey 07059 |
| Borough of Highlands | 42 Shore Drive | Highlands, New Jersey 07732 |
| Township of Denville | 1 Saint Mary's Place | Denville, New Jersey 07834 |
| Logan Township Municipal Utilities Authority | 69 Jefferson Lane | Logan Township, New Jersey 08085 |
| City of South Amboy | 140 North Broadway | South Amboy, New Jersey 08879 |
| Township of Nutley | One Kennedy Drive | Nutley, New Jersey 07110 |
| Lambertville Municipal Utilities Authority | 3 Bridge Street | Lambertville, New Jersey 08530 |
| Camden County Municipal Utilities Authority | 16445 Ferry Avenue | Camden, New Jersey 08101-1432 |
| Western Monmouth Utilities Authority | 103 Pension Road | Manalapan, New Jersey 07726 |
| Borough of Spotswood | 77 Summerhill Road | Spotswood, New Jersey 08884 |
| Kearny Municipal Utilities Authority | 39 Central Avenue | Kearny, New Jersey 07032 |
| Borough of Totowa | 537 Totowa Road | Totowa, New Jersey 07512 |
| Township of Cranford | 8 Springfield Avenue | Cranford, New Jersey 07016 |
| East Orange Water Commission | 99 South Grove Street | East Orange, New Jersey 07018 |
| Township of Aberdeen | 1 Aberdeen Square | Aberdeen, New Jersey 07747 |
| Woodbridge Township | 1 Main Street | Woodbridge, New Jersey 07095 |
| Hackettstown Municipal Utilities Authority | 424 Hurley Drive | Hackettstown, New Jersey 07840 |
| Township of Bridgewater | 100 Commons Way | Bridgewater, New Jersey 08807 |
| Township of Rockaway | 1 East Main Street | Rockaway, New Jersey 07866 |
| Borough of Wildwood Crest | 6101 Pacific Avenue | Wildwood Crest, New Jersey 08260 |
| Borough of Tinton Falls | 556 Tinton Avenue | Tinton Falls New Jersey 07724 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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| Township of Piscataway | 455 Hoes Lane | Piscataway, New Jersey 08854 |
| Borough of Elmwood Park | 182 Market Street | Elmwood Park, New Jersey 07407 |
| County of Passaic | 151 East 11 th Street | Paterson, New Jersey 07525 |
| Township of Randolph | 502 Millbrook Avenue | Randolph, New Jersey 07869 |
| Township of Middletown | 1 Kings Highway | Middletown, New Jersey 07748 |
| Township of Edison | 100 Municipal Boulevard | Edison, New Jersey 08817 |
| Township of Hillside | 1409 Liberty Avenue | Hillside, New Jersey 07205 |
| Township of Neptune Sewerage Authority | 634 Old Corlies Ave | Neptune City, NJ 07753 |
| Borough of Milltown | 39 Washington Avenue | Milltown, New Jersey 08850 |
| Egg Harbor Twp. Municipal Utilities Authority | 3515 Bargaintown Road | Egg Harbor, New Jersey 08234 |
| Landis Sewerage Authority | 1776 South Mill Road | Vineland, New Jersey 08360 |
| Cinnaminson Sewerage Authority | 1621 Riverton Road | Cinnaminson, NJ 08077 |
| Township of South Orange Village | 76 South Orange Avenue | South Orange, New Jersey 07079 |
| Stony Brook Regional Sewerage Authority | 290 River Road | Princeton, New Jersey 08540 |
| Borough of Alpha | 1001 East Boulevard | Alpha, New Jersey 08865 |
| Pennsauken Sewerage Authority | 1250 John Tipton Boulevard | Pennsauken, New Jersey 08110 |
| Raritan Township Municipal Utilities Authority | 365 Old York Rd | Flemington, New Jersey 08822 |
| Borough of Peapack and Gladstone | One School Street | Peapack, New Jersey 07977 |
| Township of Bedminster | One Miller Lane | Bedminster, New Jersey 07921 |
| Borough of Franklin | 46 Main Street | Franklin, New Jersey 07416 |
| Town of Dover | 100 Princeton Avenue | Dover, New Jersey 07801 |
| Franklin Township Sewerage Authority | 70 Commerce Drive | Somerset, New Jersey 08873 |
| Borough of Sea Bright | 1099 Ocean Avenue | Sea Bright, New Jersey 07760 |
| Township of Hamilton | 2090 Greenwood Avenue | Hamilton, New Jersey 08609 |
| Borough of Bernardsville | 166 Mine Brook Road | Bernardsville, New Jersey 07924 |
| Wanaque Valley Regional Sewerage Authority | 101 Warren Hagstrom Blvd. | Wanaque, New Jersey 07465 |
| Borough of Pennington | 30 North Main Street | Pennington, New Jersey 08534 |
| Lakewood Township Sewerage Authority | 390 New Hampshire Avenue | Lakewood, New Jersey 08701 |
| Byram Township | 10 Mansfield Drive | Stanhope, New Jersey 07874 |
| Township of Pemberton | 500 Pemberton-Browns Mills Road | Pemberton, New Jersey 08068 |
| Borough of Avon by the Sea | 301 Main Street | Avon by the Sea, New Jersey 07717 |
| Township of Florence | 711 Broad Street | Florence, New Jersey 08518 |
| Hanover Park Regional High School District | 75 Mount Pleasant Avenue | East Hanover, New Jersey 07936 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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| City of Somers Point | 1 West New Jersey Avenue | Somers Point, New Jersey 08244 |
| Township of Cedar Grove | 525 Pompton Avenue | Cedar Grove, New Jersey 07009 |
| Borough of New Providence | 360 Elkwood Avenue | New Providence, New Jersey 07974 |
| Township of Tewksbury | 169 Old Turnpike Road | Califon, New Jersey 07830 |
| Clinton Township Sewerage Authority | 79 Beaver Avenue #5 | Clinton, New Jersey 08809 |
| City of Summit | 512 Springfield Avenue | Summit, New Jersey 07901 |
| Old Bridge Municipal Utilities Authority | 71 Boulevard West | Cliffwood Beach, New Jersey 07735 |
| Willingboro Municipal Utilities Authority | 433 John F. Kennedy Way | Willingboro, New Jersey 08046 |
| City of Wildwood | 4400 New Jersey Avenue | Wildwood, New Jersey 08260 |
| Borough of Newfield | 18 Catawba Avenue | Newfield, New Jersey 08344 |
| Borough of Rockaway | 1 East Main Street | Rockaway, New Jersey 07866 |
| Montville Township Board of Education | 86 River Road | Montville, New Jersey 07045 |
| Borough of Wenonah | 1 South West Avenue | Wenonah, New Jersey 08090 |
| Rockaway Twp. Board of Education | 16 School Road | Rockaway, New Jersey 07866 |
| Brick Township Municipal Utilities Authority | 1551 Highway 88 West | Brick, New Jersey 08724-2399 |
| Township of Montclair | 205 Claremont Avenue | Montclair, New Jersey 0704266 |
| Borough of Hightstown | 156 Bank Street | Hightstown, New Jersey 08520 |
| Borough of Manasquan | 201 East Main Street | Manasquan, New Jersey 08736 |
| Township of West Orange | 66 Main Street | West Orange, New Jersey 07052 |
| City of Perth Amboy | 260 High Street | Perth Amboy, New Jersey 08861 |
| North Plainfield Board of Education | 33 Mountain Avenue | N. Plainfield, New Jersey 07060 |
| Township of Clark | 430 Westfield Avenue | Clark, New Jersey 07066 |
| County of Hudson | 567 Pavonia Avenue, 3rd Floor | Jersey City, New Jersey 07306 |
| Borough of Caldwell | 1 Provost Square | Caldwell, New Jersey 07006 |
| Municipality of Princeton | 400 Witherspoon Street | Princeton, New Jersey 08540 |
| Township of Monroe | 1 Municipal Plaza | Monroe, New Jersey 08831 |
| Bordentown Sewerage Authority | 954 Farnsworth Avenue | Bordentown, New Jersey 08505 |
| City of Plainfield | 515 Watchung Avenue | Plainfield, New Jersey 07060 |
| Borough of Red Bank | 90 Monmouth Street | Red Bank, New Jersey 07701 |
| Township of Allamuchy | 15 Freeborn Lane | Allamuchy, New Jersey 07820 |
| City of Trenton | 319 East State Street | Trenton, New Jersey 08608 |
| Borough of Rumson | 80 East River Road | Rumson, New Jersey 07760 |
| North Arlington-Lyndhurst Joint Meeting | 214 Ridge Road | North Arlington, New Jersey 07031 |
| County of Essex | 465 Dr. Martin Luther King, Jr. Boulevard | Newark, New Jersey 07102 |
| Evesham Municipal Utilities Authority | 100 Sharp Road | Marlton, New Jersey 08053 |
| Borough of Hopatcong | 111 River Styx Road | Hopatcong, New Jersey 07843 |
| Atlantic City Municipal Utilities Authority | 401 North Virginia Avenue | Atlantic City, New Jersey 08404 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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| Pine Hill Borough Municipal Utilities Authority | 907 Turnerville Road | Pine Hill, New Jersey 08021 |
| Township of Holmdel | 4 Crawford's Corner Road | Holmdel, New Jersey 07733 |
| Township of Berkeley Heights | 29 Park Avenue | Berkeley Heights, New Jersey 07922 |
| Ocean County Utilities Authority | 501 Hickory Lane | Bayville, New Jersey 08721 |
| Borough of Woodcliff Lake | 188 Pascack Road | Woodcliff Lake, New Jersey 07677 |
| Cumberland County Improvement Authority | 745 Lebanon Road | Millville, New Jersey 08332 |
| Borough of Deal | 190 Norwood Avenue | Deal, New Jersey 07723 |
| Borough of High Bridge | 97 West Main Street | High Bridge, New Jersey 08829 |
| Carlstadt Sewerage Authority | 429 Hackensack Street | Carlstadt, New Jersey 07072 |
| Pequannock Township | 530 Newark-Pompton Turnpike | Pompton Plains, New Jersey 07444 |
| Belleville Township | 152 Washington Avenue | Belleville, New Jersey 07109 |
| Borough of Metuchen | 500 Main Street | Metuchen, New Jersey 08840 |
| Mount Holly Municipal Utilities Authority | 1 Park Drive | Mount Holly, New Jersey 08060 |
| Borough of Freehold | 30 Mechanic Street | Freehold, New Jersey 07728 |
| City of Newark | 47-63 Green Street | Newark, New Jersey 07102 |
| Borough of Matawan | 201 Broad Street | Matawan, New Jersey 07747 |
| Township of Mantua | 397 Main Street | Mantua, New Jersey 08051 |
| Warren County Municipal Utility Authority | 199 Foul Rift Road | Belvidere, New Jersey 07823 |
| City of Brigantine | 1417 West Brigantine Ave. | Brigantine, New Jersey 08203 |
| Essex County College | 303 University Avenue | Newark, New Jersey 07102 |
| Mount Laurel Township Municipal Utilities Authority | 1201 South Church Street | Mount Laurel, New Jersey 08054 |
| Borough of Belmar | 601 Main Street | Belmar, New Jersey 07719 |
| Gloucester County Utilities Authority | 2 Paradise Road | West Deptford, New Jersey 08066 |
| Township of West Caldwell | 30 Clinton Road | West Caldwell, New Jersey 07006 |
| Borough of Berlin | 59 South Whitehorse Pike | Berlin, New Jersey 08009 |
| Township of Riverside | 237 S. Pavilion Avenue | Riverside, New Jersey 08075 |
| Township of Riverside Sewerage Authority | PO Box 188 | Riverside, New Jersey 08075 |
| Township of Hillsborough Municipal Utilities Authority | 220 Triangle Road | Hillsborough, New Jersey 08844 |

ADDITIONAL COOPERATIVE REQUIREMENTS APPEAR ON THE NEXT PAGE

| | | |
|--|---|---------------------------------|
| Borough of Fieldsboro | 204 Washington Street | Fieldsboro, New Jersey 08505 |
| Tenaflly Board of Education | 500 Tenaflly Road | Tenaflly, New Jersey 07670 |
| Borough of Paramus | One Jockish Square | Paramus, New Jersey 07652 |
| City of Cape May | 643 Washington Street | Cape May, New Jersey 08204 |
| Township of Marlboro | 1979 Township Drive | Marlboro, New Jersey 07746 |
| Township of Boonton | 155 Powerville Road | Boonton Township, N.J. 07005 |
| Long Branch Sewerage Authority | 150 Joline Avenue | Long Branch, New Jersey 07740 |
| Township of Winslow | 125 South Route 73 | Braddock, New Jersey 08037 |
| Borough of Stockton | 2 South Main Street | Stockton, New Jersey 08559 |
| Plumsted Municipal Utilities Authority | 89 Havens Bridge Road | Farmingdale, New Jersey 07727 |
| The New Brunswick Water Utility | 78 Bayard Street | New Brunswick, New Jersey 08901 |
| Lower Township Municipal Utilities Authority | 2900 Bayshore Road | Villas, New Jersey 08251 |
| North Jersey District Water Supply Commission | 1 F. A. Orechio Drive | Wanaque, New Jersey 07465 |
| Passaic Valley Water Commission | 1525 Main Avenue | Clifton, New Jersey 07011 |
| River Dell Regional School District | 230 Woodland Avenue | River Edge, New Jersey 07661 |
| Township of West Milford | 1480 Union Valley Road | West Milford, New Jersey 07480 |
| Livingston Township School District | 11 Foxcroft Drive | Livingston, New Jersey 07039 |
| Borough of Emerson | 1 Municipal Place | Emerson, New Jersey 07630 |
| Township of Hopewell (Mercer) | 201 Washington Crossing Pennington Road | Titusville, New Jersey 08560 |
| Borough of Pitman | 110 South Broadway | Pitman, New Jersey 08071 |
| Toms River Regional School District | 1144 Hooper Avenue | Toms River, New Jersey 08753 |
| Township of Lyndhurst | 367 Valley Brook Road | Lyndhurst, New Jersey 07071 |
| Hopewell Township (Cumberland) | 590 Shiloh Pike | Bridgeton, New Jersey 08302 |
| Borough of Lakehurst | 5 Union Avenue | Lakehurst, New Jersey 08733 |
| Borough of Buena Municipal Utilities Authority | 616 Central Avenue | Minotola, NJ 08341 |
| Township of Saddle Brook | 55 Mayhill Street | Saddle Brook, New Jersey 07663 |
| Township of Warren | 46 Mountain Boulevard | Warren, New Jersey 07059 |
| City of Rahway | 1 City Hall Plaza | Rahway, New Jersey 07065 |
| Township of Sparta | 65 Main Street | Sparta, New Jersey 07871 |
| Township of Middletown Sewerage Authority | 100 Beverly Way | Belford, New Jersey 07718 |
| County of Middlesex | 75 Bayard Street | New Brunswick, New Jersey 08901 |

ADDITIONAL COOPERATIVE MEMBERS APPEAR ON THE NEXT PAGE

| | | |
|--|---------------------------------|--|
| Norwood Public School System | 177 Summit Street | Norwood, New Jersey 07648 |
| Township of Middle | 33 Mechanic Street | Cape May Courthouse, New Jersey 08210 |
| City of Ventnor | 6201 Atlantic Avenue | Ventnor City, New Jersey 08406 |
| Township of Cranbury | 23-A North Main Street | Cranbury, New Jersey 08512 |
| Borough of South River | 48 Washington Street | South River, New Jersey 08882 |
| City of Bridgeton | 181 E. Commerce Street | Bridgeton, New Jersey 08302 |
| Township of Greenwich | 420 Washington Street | Gibbstown, New Jersey 08027 |
| Borough of Frenchtown | 29 Second Street | Frenchtown, New Jersey 08825 |
| City of Hackensack | 65 Central Ave | Hackensack, New Jersey 07601 |
| Township of North Brunswick | 710 Hermann Road | North Brunswick, New Jersey 08902 |
| Borough of Waldwick | 63 Franklin Turnpike | Waldwick, New Jersey 07463 |
| Hanover Township Sewerage Authority | 1000 Route 10 | Whippany, New Jersey 07981 |
| Franklin Township Board of Education | 52 Asbury-Broadway Road | Washington, NJ 07882 |
| Township of Voorhees | 100 American Way | Voorhees, New Jersey 08043 |
| Manchester Utilities Authority | 510 Belmont Avenue | Haledon, New Jersey 07508 |
| Pompton Lakes Borough Municipal Utilities | 25 Lenox Ave | Pompton Lakes, New Jersey 07442 |
| Wayne Township Public School | 50 Nellis Drive | Wayne, New Jersey 07470 |
| Borough of Oradell | 355 Kinderkamack Road | Oradell, New Jersey 07649 |
| Pemberton Township Schools | 500 Pemberton Browns Mills Road | Pemberton, New Jersey 08068 |
| Eatontown Sewerage Authority | 47 Broad Street | Eatontown, New Jersey 07724 |
| Township of Medford | 49 Union Street | Medford, New Jersey 08055 |
| Borough of Beachwood | 1600 Pinewald Road #1 | Beachwood, New Jersey 08722 |
| Borough of Carteret | 61 Cooke Avenue | Carteret, New Jersey 07008 |
| Monmouth County Bayshore Outfall Authority | 200 Harbor Way | Belford, New Jersey 07718 |

ADDITIONAL COOPERATIVE MEMBERS APPEAR ON THE NEXT PAGE

| | | |
|--|-------------------------|---|
| Township of Jefferson | 1033 Weldon Road | Lake Hopatcong, New Jersey 07849 |
| Borough of Paulsboro | 1211 Delaware Street | Paulsboro, New Jersey 08066 |
| Borough of Chatham | 54 Fairmount Avenue | Chatham, New Jersey 07928 |
| Township of Moorestown | 111 West 2nd Street | Moorestown, New Jersey 08057 |
| Borough of Woodland Park | One Browertown Road | Woodland Park, New Jersey 07424 |
| Township of West Deptford | 400 Crown Point Road | West Deptford, New Jersey |
| Township of Ocean | 399 Monmouth Road | Oakhurst, New Jersey 07755 |
| Mullica Township School District | 500 Elwood Road, Elwood | Elwood, New Jersey 08217 |
| Borough of Bradley Beach | 701 Main Street | Bradley Beach, New Jersey 07720 |
| Borough of Atlantic Highlands | 100 First Avenue | Atlantic Highlands, New Jersey 07716 |
| Housing Authority of the City of Hoboken | 94 Washington Street | Hoboken, New Jersey 07030 |
| Ewing Lawrence Sewerage Authority | 600 Whitehead Rd | Lawrence Township, New Jersey 08648 |
| Hillsborough Township Board of Education | 379 S Branch Rd #1 | Hillsborough Township, New Jersey 08844 |
| County of Gloucester Improvement Authority | 109 Budd Boulevard | Woodbury, New Jersey 08096 |
| Hawthorne Public Schools | 194 Warburton Avenue | Hawthorne, New Jersey 07506 |
| Borough of Moonachie | 70 Moonachie Road | Moonachie, New Jersey 07074 |
| Borough of Essex Fells | 255 Roseland Avenue | Essex Fells, New Jersey 07021 |
| Township of Greenwich | 420 Washington Street | Gibbstown, New Jersey 08027 |
| Township of Mahwah | 475 Corporate Drive | Mahwah, New Jersey 07430 |
| Middlesex County Magnet School District | 21 Suttons Lane | Piscataway, NJ 08854 |
| Borough of Hawthorne | 445 Lafayette Avenue | Hawthorne, New Jersey 07506 |
| Township of Jefferson | 1033 Weldon Road | Lake Hopatcong, New Jersey 07849 |
| Borough of Paulsboro | 1211 Delaware Street | Paulsboro, New Jersey 08066 |

ADDITIONAL COOPERATIVE MEMBERS APPEAR ON THE NEXT PAGE

| | | |
|---|---------------------------|-------------------------------------|
| Borough of Chatham | 54 Fairmount Avenue | Chatham, New Jersey 07928 |
| Township of Moorestown | 111 West 2nd Street | Moorestown, New Jersey 08057 |
| Borough of Collingswood | 678 Haddon Avenue | Collingswood, New Jersey 08108 |
| Berkeley Township Municipal Utilities Authority | 42 Station Road | Bayville, New Jersey 08721 |
| Borough of Morris Plains | 531 Speedwell Avenue | Morris Plains, New Jersey 07950 |
| Township of Barnegat | 900 West Bay Avenue | Barnegat, New Jersey 08005 |
| Moorestown Board of Education | 803 Stanwick Road | Moorestown, New Jersey 08057 |
| Township of Long Beach | 6805 Long Beach Boulevard | Brant Beach, New Jersey 08008 |
| Morris County Municipal Utilities Authority | 370 Richard Mine Road | Wharton, New Jersey 07885 |
| Borough of Lincoln Park | 34 Chapel Hill Road | Lincoln Park, New Jersey 07035 |
| Mine Hill Board of Education | 42 Canfield Avenue | Mine Hill, New Jersey 07803 |
| City of Burlington | 325 East Federal Street | Burlington, New Jersey 08016 |
| Township of West Windsor | 271 Clarksville Road | West Windsor Twp., New Jersey 08550 |
| Fort Lee Board of Education | 231 Main Street | Fort Lee, New Jersey 07024 |
| Northern Highlands Regional School District | 298 Hillside Avenue | Allendale, New Jersey 07401 |
| | | |

REQUIRED CERTIFICATION OF
EXTENSION OF CONTRACT TERMS AND CONDITIONS
Appears on Next Page

**REQUIRED CERTIFICATION OF
EXTENSION OF CONTRACT TERMS AND CONDITIONS**

**CERTIFICATION OF EXTENSION OF CONTRACT TERMS AND CONDITIONS TO MEMBERS
OF THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
AS LISTED ABOVE OR APPROVED WITHIN CONTRACT TERM**

Check here if willing to provide the goods or services herein bid upon to registered members of the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) without substitution or deviation from specifications, size, features, quality, price, or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the Passaic Valley Sewerage Commissioners, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

Check here if **not** willing to extend prices to registered members of the NJWWCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the Passaic Valley Sewerage Commissioners.

The procedure by which Contract _____ will be awarded in the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates is as follows:

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder and new bids will be sought, and a master contract subsequently awarded with respect to the needs of the registered members who have submitted estimates.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids upon written approval of the lead agency and the awarded contractor.

Insurance certificates and performance bonds will be required as per the enclosed bid specifications.

*****PLEASE NOTE FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH THE BID
WILL RESULT IN REJECTION OF THE BID*****

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 \$ 1,000.00 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 Commissioners a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to

FURNISH AND DELIVER VARIOUS BULK CHEMICALS 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: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title: _____

Title: _____

Seal: _____

Seal: _____

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

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

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

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

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

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

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

OR

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

AND

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

(Affiant)

Subscribed and sworn before me this ___ day of

_____, 2026.

(Print name of affiant and title if applicable)

(Notary Public)

(Corporate Seal if a Corporation)

My Commission expires:

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND/OR EXECUTION THEREOF:

AFFIRMATIVE ACTION COMPLIANCE

Pursuant to Public Law 1975, C. 127,(NJAC 17:27 Affirmative Action Compliance requires that successful bidders on contracts let by Public Agencies prior to or with the execution of the contract, the low bidders shall furnish the Passaic Valley Sewerage Commission with one of the following documents, whichever may be applicable to his present situation.

1. Copy of a Federal letter of approval from the U. S. Department of Labor's Office of Federal Compliance Programs (OFCCP).
2. Photo copy of the Certificate of Employee Information Report.
3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.
4. Failure to supply the Affirmative Action document within the time frame allowed by law, will require the Public Agency to declare the contractor as being non-responsive.

INSTRUCTION TO BIDDERS

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

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

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

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

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

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

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

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.

CONTRACT B499
FURNISH AND DELIVER VARIOUS BULK CHEMICALS
FOR A ONE (1) YEAR PERIOD
BID SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO: FAX NUMBER:

E-MAIL ADDRESS: FED I.D. #:

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC Treatment Plant, Newark, NJ, 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, pages Spec-1 thru Spec-3, and this contract for the unit 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 July 1, 2026 and extending thru June 30, 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. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.

6. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submissions (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern, the agreement between PVSC and the Contractor.
7. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion off order or orders already delivered and accepted. The Commissioners reserve the right to seek any redress for damages under the Default article of the contract.
8. After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commissioners at their next scheduled monthly meeting will pay the amount due. All exceptions contained in N.J.S.A 2A:30-2 (a) shall apply solely for the benefit or PVSC.
9. Upon award of a contract, the vendor shall furnish the P.V.S.C. with a performance bond issued by a surety licensed to do business in the State of New Jersey for the full amount of the contract value. The value of the bond will be determined by multiplying the approximate usage per day by 365 days times the bid price submitted in the proposal. The bond shall run for the full term of the contract.
10. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

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

Passaic Valley Sewerage Commission

BID SHEET B499

Furnish and Deliver Various Bulk Chemicals for a One (1) Year Period

| ITEM # | DESCRIPTION | QTY/UOM | UNIT PRICE |
|--------|---|---------|------------|
| 00001 | UNDRIED BULK SOFTNER SALT DIAMOND SHAMROCK Add info: 10 TON MIN. ORDER | 1 LB | |
| 00002 | Sodium Hydroxide 25% Diaphragm Grade See Specification for details Pages Spec-1 Thru Spec-3 Size: Bulk Tank Truck Delivery | 1 GAL | |
| 00003 | Sodium Hydroxide 50% Diaphragm Grade See Specification for details Pages Spec-1 Thru Spec-3 Size: Bulk Tank Truck Delivery | 1 GAL | |
| 00004 | BULK ACID, NITRIC, ESSEX CHEMICAL 42 BAUME (BULK TANK TRUCK DELIVERY) 67% Add info: MINIMUM DELIVERY 4,000 GALLONS | 1 GAL | |
| 00005 | SODIUM HYPOCHLORITE 15% AVAILABLE CHLORINE BY VOLUME GENERAL GRADE SEE SPECIFICATION FOR DETAILS PAGES SPEC-1 THRU SPEC-3 SIZE: 250-300 GALLON BULK PACKS | 1 GAL | |
| 00006 | SODIUM HYDROXIDE 25% DIAPHRAGM GRADE SEE SPECIFICATION FOR DETAILS PAGES SPEC-1 THRU SPEC-3 SIZE: 250-300 GALLON BULK PACKS | 1 GAL | |
| 00007 | SODIUM HYDROXIDE 50% DIAPHRAGM GRADE SEE SPECIFICATION FOR DETAILS PAGES SPEC-1 THRU SPEC-3 SIZE: 250-300 GALLON BULK PACKS | 1 GAL | |
| 00008 | Liquid Sodium Chloride Brine 100% Superior Liquid Salt See Specifications For Details Spec-3 THRU Spec-4 | 1 GAL | |

BIDDERS EXCEPTIONS

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

CONTRACT B499

AGREEMENT

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS TO

Furnish And Deliver Various Bulk Chemicals For A One (1) Year Period

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

a corporation chartered under the laws of the State of _____ partnership, individual with principals offices at _____

hereinafter called the "Contractor".

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

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

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

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

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

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

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

BY: _____

**PASSAIC VALLEY SEWERAGE COMMISSION
EXECUTIVE DIRECTOR**

(SEAL) ATTEST BY: _____

**PASSAIC VALLEY SEWERAGE COMMISSION
ACTING 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 [NJS A 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

1. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable. The Specifications, proposal, instruction to bidders, etc., will prevail in all cases over any conflict between the same and the General Conditions listed hereto.

2. Bond - the contractor will, simultaneously with the execution of this contract, deliver to P.V.S.C. a surety bond of a surety company qualified to do business in New Jersey, and shall be listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies acceptable on Federal Bonds". The said surety bond will provide that the surety company will become surety for the faithful performance of the work and shall be in an amount equal to the contract price, and shall be so conditioned as to indemnify P.V.S.C. against any losses due to the failure of the Contractor to conform to the requirements.

The form of the surety bond shall be subject to the approval of the Chief Counsel of P.V.S.C. and shall be in accordance with the requirements of N.J.R.S.. 2A:44-143 to 147.

3. 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.

4. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or the PVSC 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 duly authorized representative.

5. 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 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.

6. The Contractor shall be responsible for all parts of its work, either temporary or permanent, until the contract is accepted by P.V.S.C. and it shall thoroughly protect all work, finished or unfinished, against damage from any cause. Risk of loss shall remain with the Contractor until the work has been accepted by a resolution duly adopted by P.V.S.C.. The use of part or all of the work by P.V.S.C. shall not relieve the Contractor of its responsibility until such time as the work has been formally accepted by resolution. The Contractor shall conduct its operations in such a manner as to provide maximum safety for all employees on the work and the public as well, and shall comply with the requirements of all New Jersey and Federal Statutes governing safety requirements for employees.

7. 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 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.

8.No final payment shall be made until the Engineer or the PVSC 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.

9.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..

10.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.

11.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 P.V.S.C. 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.

12.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.

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

14.The Contractor shall commence with the work on the project within ten (10) days after notice to proceed unless stated otherwise in the contract documents.

15.The Contractor has agreed that it has carefully examined the site of the work, the form of the contract and specifications and the drawings referred to therein, and will provide all necessary machinery, tools, apparatus, and other means for construction and do all the work and furnish all the materials called for by the within contract and the specifications and the requirements under them of the Engineer and in accordance with the bidders notice, information for bidders, plans, general requirements, specifications, etc. all of which are incorporated herein as though fully set forth and form a part of this contract.

16.The Contractor is held to have visited the site prior to the time of submitting bids and to have apprised and informed itself of all conditions at the site. Any information furnished by a representative of P.V.S.C. upon such matters shall in no way relieve the Contractor from risk or responsibility in fulfilling all of the terms of the contract; nor shall P.V.S.C. assume any responsibility or incur any liability as the result of furnishing of information by any representative.

17. Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by P.V.S.C. and P.V.S.C. incurs no responsibility or obligation to the Contractor or others in connection therewith.

18. 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.

19. 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.

20. 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.

21. 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.

22. The Contractor must arrange for its own utilities, paying for all permits, connections, consumption, as required of whatsoever kind.

23. The Contractor shall procure at its own expense all necessary permits to prosecute and complete the work. It shall keep itself fully informed of all existing and future state and Federal Laws and Regulations and Municipal Ordinances and Regulations, in any manner affecting the work and the persons engaged or employed in the work, or the materials used in the work, or in any affecting the performance of the work, either with respect to hours of labor or otherwise, and of all such laws, ordinances, regulations, orders and decrees, and shall protest and indemnify P.V.S.C. and their officers and agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, or by its agents or employees.

24 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 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 judgement, may be necessary for its proper protection in the prosecution of the work.

25. Contractor shall furnish P.V.S.C. with a certificate of insurance covering each policy required under this contract. The certificate of insurance shall contain a provision that in the event of cancellation, P.V.S.C. shall receive notice of such intended cancellation twenty (20) days in advance thereof. All required certificates shall be submitted to P.V.S.C. upon execution of this contract.

26. The Contractor shall take up and maintain during the life of this contract New Jersey statutory Workmen's Compensation and Employer's liability Insurance for all of its employees to be engaged in work on the project under the contract and in case any such work or any part thereof is sublet, the contract shall require the subcontractor similarly to provide Workmen's Compensation and Employer's liability Insurance for all of the latter's employees to be engaged in such work.

27. The Contractor shall take up and maintain the following during the life of the contract:

- (a) Contractor Bodily Injury Liability Insurance for not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident.
- (b) Contractor Property Damage Liability insurance in any amount not less than \$1,000,000.00 for damages on account of any one accident.
- (c) Automobile Bodily Injury Liability Insurance in any amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident.
- (d) Automobile Property Damage Liability Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident.
- (e) P.V.S.C., as well as the Contractor, shall be named on the public liability and property damage insurance as insured parties.

28. Before the final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused materials and rubbish, and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged, destroyed, moved or removed on account of the prosecution of the work; and shall leave the site and all adjacent properties in a neat and presentable condition wherever its operations have disturbed conditions existing at the time of the starting of the work.

29. No final or semi-final payment shall be made until the Contractor has executed and delivered a release to P.V.S.C. and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or any act or neglect of P.V.S.C. or of any person relating to or affecting the work. (Semi-final payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)

30. Before final or semi-final payment, the Contractor shall deliver to P.V.S.C. an affidavit of payment of all claims of suppliers and subcontractors. In the event that any supplier or subcontractor has not been paid and the claim is disputed by the Contractor, the Contractor shall submit all of the facts in its affidavit and P.V.S.C. shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claim. Nothing contained herein, however, shall incur any responsibility by P.V.S.C. to any materialman or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against P.V.S.C..

31. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to P.V.S.C. 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.

32. Before final or semi-final payment the Contractor shall deliver to P.V.S.C. a consent or the Surety to the final payment.

33.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.

34.All payments under the within contract shall be upon the written certification of the Engineer.

35.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.

36.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 forfeit his bid or performance security to the PVSC, and will not be considered a responsible bidder for any future PVSC 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.

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

38. 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

b If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a) above or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one (1) approved minority referral organization of its manpower needs, and request referral of minority and female workers;
2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to relies implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of the paragraph, however, are limited by the provisions of (C) below.

ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, said contractor or subcontractor determines that minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

c. The contractor or subcontractor agrees that nothing contained in (b) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and female or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (b) without regard to such agreement or arrangement; provided further, however that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (b) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

d. The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen (14) days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

e. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative code (NJAC 17:27)**.

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, arbitative or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
 - b.** holding meetings of its directors or shareholders;
 - c.** maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
 - d.** maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

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

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

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

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

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

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

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

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

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

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

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

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.

SPECIFICATIONS

ODOR CONTROL SYSTEM

Item #2 Sodium Hydroxide

25% Strength Grade: Diaphragm

Storage: One 35,000 gallon storage tank inside the Cake Storage Building with quick connect fill connection outside.

Usage: Approximate maximum usage, 480 gallons per day.

Item #3 Sodium Hydroxide

50% Strength Grade: Diaphragm

Storage:

Usage: Approximate maximum usage, 240 gallons per day. This product will also be used at our Sludge Heat Treatment Facility with occasional deliveries of approximately 1,300 gallons. Hook-up is two inch flange inside building.

ODOR CONTROL SYSTEM (THICKENING CENTRIFUGE)

Item # 5 Sodium Hypochlorite

15% Strength (available chlorine by volume)

Grade: General

Storage:

1. 250-300 Gallon Bulk Pack to be delivered inside the Zimpro Heat Treatment Building with valving to connect onto our scrubber suction piping,
2. Maximum storage is 3 bulk packs.

Usage: Approximate usage 30-150 gallons per day. This product may also be used in other parts of the plant.

Item #6 & #7 Sodium Hydroxide

25 % Strength & 50% Strength

Grade: Diaphragm

Storage: 250-300 Gallon Bulk Pack to be delivered inside the Zimpro Heat Treatment Building with valving to connect onto the scrubber suction piping Usage: Approximate usage 30-40 gallons per day,

SLUDGE HEAT TREATMENT

Item # 8 Liquid Sodium Chloride Brine Solution
100% Strength

Grade: Superior Liquid Salt

Storage: One 1,500 gallon storage tank constructed of high density polyethylene located in the basement of the Heat Treatment Building with a male 2" cam lock fill connection located ground level on the northwest side of the PVSC Heat Treatment Boiler Room.

Usage: Approximately 23 tons per month. Solely used in the Heat Treatment Building for the water softeners

CONTRACT B499

SPEC- 3

Special Conditions

1. The Contractor will be required to supply all pumps, blowers, hoses and all other equipment to off load the various material into the PVSC Storage Tanks, Tank Trucks and Silos.
2. The Contractor will be required to supply the material within 24 hours from notification by phone from the PVSC Supervisor in Charge. The Contractor will be required to have a 24 hour toll-free phone number for ordering.
3. The Contractor must have the capability to make deliveries 24 hours a day, 7 days a week utilizing Bulk Trucking Equipment.
4. Any spillage caused by the Contractor, subcontractor, their suppliers or their equipment while on PVSC property, shall be the Contractor's responsibility to clean up at the Contractor's expense. The cleanup shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's contractor's spill response shall be submitted to the PVSC upon award of this contract.
5. The PVSC Supervisor in Charge will notify the Contractor of the exact amount of material to be delivered. There will be no minimum order allowed under this contract.
6. The Contractor must have the capability and be able to supply the maximum daily usage quantity at all times.
7. The PVSC may hire a testing laboratory to determine if the materials conform to the specifications. If the specifications are not met, the materials will be rejected, and the cost of testing and removal of this product will be paid for by the Contractor. The PVSC will also have the right to reject any load before it is off loaded, if the PVSC Supervisor-in Charge deems the load is unsatisfactory. In this case, the load will be sent back to the Contractor at no cost to the PVSC.
8. The Contractor will be required to visit the site before startup to confirm all hook-up and off-loading requirements.

CONTRACT B499

SPEC- 4

9. In the case of bid items 6 and 7, the PVSC will determine which product performs best for plant requirements and the alternate will be used on an as needed basis.
10. The Contractor will not be allowed to offload any material until the PVSC signs off that the hook up hosing is connected to the proper storage tank or silo.
11. The unit price for each item shall include all transportation and offloading costs for deliveries 7 days a week, 24 hours per day, 365 days per year to the PVSC Facilities in Newark, NJ. There will be no demurrage charges associated with this contract.
12. All empty bulk packs shall be properly removed off site by the vendor without demurrage charges or cost to PVSC at each delivery.
13. All bulk packs must be able to be removed off the delivery truck using a fork-lift without a loading dock.

Special Conditions for Liquid Sodium Chloride Brine-Bulk Deliveries

1. Passaic Valley Sewerage Commissioners is to be contacted twenty-four (24) hours prior to a delivery for notification of date and time of delivery.
2. All deliveries are to be made between the hours of 7:00A M and 3:00PM Monday through Friday.(Unless other arrangements are made).
3. Delivery truck is to be rear dump carrying two lengths of two inch cam lock hoses able to hook up to a two inch male cam lock hose connector at the fill point.
4. The cleanup of any Liquid Sodium Chloride Brine spill that was caused by defective equipment furnished by the supplier or spills from connecting or disconnecting hoses is the sole responsibility of the supplier.

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).