



Passaic Valley Sewerage Commission

“Protecting Public Health and the Environment”

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR GOVERNMENT RELATIONS AND PUBLIC AFFAIRS CONSULTING SERVICES

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Commissioners

GREGORY A. TRAMONTOZZI

Executive Director

Qualification Term: May 1, 2026 through April 30, 2027

SUBMISSION DEADLINE

11 A.M. APRIL 9, 2026

ADDRESS ALL PROPOSALS TO:

Mr. Thomas Fuscaldo

Acting Clerk, Passaic Valley Sewerage Commission

600 Wilson Avenue

Newark, New Jersey 07105

All proposals must indicate on the outside envelope:

RFQ/P: GOVERNMENT RELATIONS AND PUBLIC AFFAIRS CONSULTING SERVICES

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATIONS AND PROPOSALS

Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

CONTACT PERSON

Mr. Thomas A. Fuscaldo
Acting Clerk
600 Wilson Avenue
Newark, New Jersey 07105
973-817-5702

PURPOSE OF REQUEST

The Passaic Valley Sewerage Commission (PVSC) is requesting qualification statements and proposals from qualified individuals to provide professional consulting/Government Relations and Public Affairs consulting services for the PVSC as needed. Proposals will be evaluated in accordance with the criteria set forth in this Request for Qualifications and Proposals (RFQ/P). One or more individuals/firms may be selected to provide all or part of the requested services, or no firm may be selected.

PERIOD OF QUALIFICATION

May 1, 2026, through April 30, 2027

PERIOD OF SERVICE

At their sole discretion the PVSC may appoint a consultant from the qualified proposals received during this RFQ/P process for a period of twelve months.

CONTRACT FORM

If selected to provide services, the successful Respondent shall be required to execute a form contract, which includes indemnification, insurance, termination and/or licensing provisions.

It must also be agreed and understood that the acceptance by the respondent of the final payment shall be considered a release in full of all claims against the PVSC arising out of, or by reason of, the work done and materials furnished under this Contract.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications (RFQ/P):

"Qualification Statement"- refers to the complete responses to this RFQ/P submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the PVSC) have satisfied the qualification criteria set forth in this RFQ/P.

"RFQ/P" -refers to this Request for Qualifications and Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

"PVSC" – refers to the Passaic Valley Sewerage Commission

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The PVSC is soliciting Qualification Statements from interested persons and/or firms for the provision of Professional Services – Government Relations and Public Affairs Consulting Services, as more particularly described herein. Through an RFQ/P process described herein, persons and/or firms interested in assisting the PVSC with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ/P. The PVSC will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein (in the sole judgment of the PVSC).

The PVSC intends to qualify person(s) and/or firm(s) that:

- a. possess the professional, financial and administrative staffing capabilities to provide the proposed services; and
- b. will agree to work under terms and conditions that will provide the greatest benefit to the PVSC.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq., as the services sought are “professional services” as defined therein. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. The PVSC has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ/P. Qualification Statements will be evaluated in accordance with the criteria set forth in Section 5 of this RFQ/P, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the PVSC and its legal and/or financial advisors (collectively, the “Review Team”). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ/P. Under no circumstances will a member of the Review Team review responses to a RFQ/P for which they or their firm has submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the PVSC will determine which Respondents are qualified (professionally, administratively and financially) to provide the services. Each Respondent that meets (in the sole judgment of the PVSC) the requirements of this RFQ/P will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the PVSC.

The RFQ/P process commences with the issuance of this RFQ/P. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The PVSC reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ/P or the RFQ/P process shall be directed to the PVSC’s Designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by the PVSC Purchasing Agent, via email or hand delivery, by **11:00 a.m. prevailing time on April 9, 2026.** Qualification Statements shall be opened in the PVSC Acting Clerk’s Office located at 600 Wilson Avenue, Newark New Jersey 07105.

Subsequent to issuance of this RFQ/P, the PVSC (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ/P) may modify, supplement or amend the provisions of this RFQ/P in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the PVSC.

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Qualifications and Proposals	March 11, 2026
2. Receipt of Qualification Statements	April 9, 2026
3. Completion of Evaluation of Qualification Statements	May 2026
4. Designation of Qualified Respondents	May 2026

1.3 Conditions Applicable to RFQ/P.

Upon submission of a Qualification Statement in response to this RFQ/P, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. All costs incurred by the Respondent in connection with responding to this RFQ/P shall be borne solely by the Respondent.
2. The PVSC reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ/P from further consideration for this procurement/engagement.
3. The PVSC reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ/P, or a Qualification Statement that is not responsive to the requirements of this RFQ/P.
4. The PVSC reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ/P, or otherwise request additional information.
5. All Qualification Statements shall become the property of the PVSC and will not be returned.
6. All Qualification Statements will be made available to the public at the appropriate time, as determined by the PVSC (in the exercise of its sole discretion) in accordance with law.
7. The PVSC may request Respondents to send representatives to the PVSC for interviews.
8. Any and all Qualification Statements not received by the PVSC by 11:00 a.m. prevailing time on April 9, 2026 will be rejected.
9. Neither the PVSC nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4. Rights of PVSC.

The PVSC reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ/P and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ/P.
2. To supplement, amend or otherwise modify the RFQ/P through issuance of addenda to all prospective Respondents who have received a copy of this RFQ/P.
3. To waive any technical non-conformance with the terms of this RFQ/P.
4. To change or alter the schedule for any events called for in this RFQ/P upon the issuance of notice to all prospective Respondents who are known to have received a copy of this RFQ/P.
5. To conduct investigations of any or all of the Respondents, as the PVSC deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
6. To suspend or terminate the procurement process described in this RFQ/P at any time (in its sole discretion.) If terminated, the PVSC may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
7. The PVSC shall be under no obligation to complete all or any portion of the procurement process described in this RFQ/P.

1.5 Addenda or Amendments to RFQ/P.

During the period provided for the preparation of responses to the RFQ/P, the PVSC may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the PVSC and will constitute a part of the RFQ/P. All responses to the RFQ/P shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation.

Each Qualification Statement and all information required to be submitted pursuant to the RFQ/P shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the PVSC, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ/P.

1.7 Qualification Statement Format.

Qualification Statements must cover all information requested in this RFQ/P. Qualification Statements which in the judgment of the PVSC fail to meet the requirements of the RFQ/P or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2 SCOPE OF SERVICES

It is the intent of the PVSC to solicit Qualification Statements from Respondents that have expertise in the provision of services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The Government Relations and Public Affairs Consultant shall provide to PVSC consulting services on a contract basis as follows:

1. Representing PVSC's interests in the United States Congress against the passage of bills which adversely affect PVSC's legislative programs, projects or other obligations under federal law, rule or regulation.
2. Establishing and maintaining working relationships with members and committees of the Congress and Executive Branch, representatives of other public agencies and professions, businesses and industries, as applicable in connection with advancing PVSC's legislative objectives and programs.
3. Advising, developing recommending and implementing strategies to advance the long- and short-term capital funding needs of PVSC before the federal and State of New Jersey governments to support the application process for grants and other types of funding
4. Assisting the Executive Director in developing a governmental grant program for PVSC and introducing and educating members and entities of the federal government to PVSC and its activities, including PVSC's capital projects and operating funds.
5. Acting as a liaison between PVSC and various federal agencies and departments including but not limited to the U.S. Environmental Protection Agency, the Federal Emergency Management Agency, and the U.S. Department of Transportation.
6. Identifying specific federal grant Programs for which PVSC is eligible to apply for during the term of engagement, as well as providing or recommending firms that offer necessary grant writing in the relevant application process.

7. Ensuring that appropriate lines of communication are maintained with the Executive Director of PVSC including monthly status meetings as well as the provision of a monthly written report of the consulting services provided.
8. Complying with all state, federal and local laws, regulations or rulings, including but not limited to laws, regulations or rulings regarding the registration and activities of the consulting services provided under this RFQ/P to the extent such laws are applicable in its appointed capacity as PVSC's Government Relations and Public Affairs Consultant .

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ/P, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
 - a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFQ/P, "Principals" mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
 - b. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.
 - c. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
 - d. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. The number of years Respondent has been in business under the present name.

6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. An executed letter of intent.

3.3 Professional Information Requirements.

Respondent shall submit:

1. A description of its overall experience in providing the type of services sought in the RFQ/P. At a minimum, the following information on past experience should be included as appropriate to the RFQ/P:
 - a. Description and scope of work by Respondent.
 - b. Name, address and contact information of reference to the RFQ/P.
 - c. Explanation of perceived relevance of the experience to the RFQ/P including Board Certification in relevant areas of practice.
2. Brief description of Respondent's relevant clients, including a listing of all municipal government or other public entity clients, during the last three (3) years.
3. Resumes of key employees, and an indication of which employees would be directly working with the PVSC.
4. A narrative statement of the Respondent's understanding of the PVSC's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are PVSC employees or appointed officials of the PVSC. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. Limits of professional liability insurance coverage and name of insurance carrier.
7. A listing of all other engagements where services of the type proposed were provided in the past five (5) years. This should include all levels of government, including the PVSC. Contact information for the recipients of the similar services must be provided. The PVSC may obtain references from any of the parties listed.
8. A listing of all professional organization memberships.
9. Demonstration of ability with appropriate personnel or other arrangements to perform the required tasks in a timely fashion, including the attendance at meetings, as necessary.

10. Respondents must list all cases where they have been adverse to the PVSC or in which they sued the PVSC, which were filed within the last five calendar years.

11. A listing of all employment positions with the PVSC, including both salaried positions and/or professional service contracts of Respondent, stating the period of time and position held.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Qualification Statements.

Respondents must submit their Qualification Statement to the Designated Contact Person:

Qualification Statements must be received by the PVSC no later than 11:00 a.m. prevailing time on April 9, 2026, and may be emailed, mailed or hand-delivered.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information not transmitted electronically must be bound and signed and acknowledged by the Respondent. Electronic submissions must include an electronic signature.

SECTION 5

EVALUATION

The PVSC's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality and cost-effective services to the PVSC. The PVSC will consider Qualification Statements only from Respondents that, in the PVSC's sole judgment, have demonstrated the capability and willingness to provide high quality services to the PVSC in the manner described in this RFQ/P.

Qualification Statements will be evaluated by the PVSC and Qualified Respondents will be selected based on the evaluation factors set forth below:

- 1. Knowledge of the PVSC and its capital funding requirements and needs;
- 2. Experience doing similar work for other organizations both governmental and private sector;
- 3. Number, experience, and background of the assigned project team;

4. Availability to accommodate the required meetings of the PVSC;
5. Experience in the areas of governmental relations and public affairs consultation, funding relative to federal and state grant and other financing programs described in Section 2 of this RFQ/P;
6. Cost and basis of compensation; and
7. Other factors demonstrated to be in the best interests of the PVSC.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ/P. The PVSC will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ/P. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The PVSC reserves the right to:

1. Not select any of the Qualification Statements;
2. Award a contract for the requested services at any time within the qualification period; or
3. Award one or more contracts for all or any part or parts of the services, such that more than one respondent may be engaged for the entire scope of work, multiple respondents may be engaged for various portions of the needed work, and any respondent may be obligated to work with others in connection with the provision of the requested services.

Every Qualification Statement should remain valid through the entire qualification period. Respondents may be awarded a contract at any time during the qualification period of May 1, 2026 to April 30, 2027.

The PVSC shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The PVSC reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification statement should it be deemed in the best interest of the PVSC to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the PVSC assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

4. No Respondent shall influence, or attempt to influence, or cause to be influenced, any PVSC officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Respondent shall cause or influence, or attempt to cause or influence, any PVSC officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.
6. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the PVSC Attorney's decision shall be final and conclusive.
7. The PVSC shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Respondent agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules. The mandatory language which is more specifically set forth in Attachment F and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made a part of this Request for Proposal.

9. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder submit proof of New Jersey Business Registration with the bid proposal.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

FAILURE TO PROVIDE PROOF OF REGISTRATION WITH THE PROPOSAL IS CONSIDERED A FATAL DEFECT AND CANNOT BE CURED.

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. Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

10. ACKNOWLEDGEMENT OF CLARIFICATIONS

The Acknowledgement of Receipt of Clarifications form serves as a proposer's acknowledgement of the receipt of clarifications which may have been distributed prior to the Request for Qualifications and Compensation (Fee) Proposal submission deadline.

Attached hereto at Attachment K is the Acknowledgement of Receipt of Clarifications form. This form must be executed, and documents attached thereto by the Respondent.

11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, et seq., certify on the Disclosure of Investment Activities in Iran (Attachment "F"), that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities to PVSC.

12. NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

END OF GENERAL INSTRUCTIONS

PVSC RESPONDENTS CHECKLIST

VENDOR: _____

Item/Attachment	Respondent Initials
Letter of Qualification	
A. Certification of Insurance	
B. Conflict of Interest Statement	
C. Proposal Signature Form	
D. Financial Disclosure – Chapter 51 Certification	
E. Statement of Ownership	
F. Affirmative Action	
G Acknowledgment of Amendment or Clarifications	
H. Iran Disclosure	
I. Form of Contract	
J. Evaluation Form	
K. Proposal Form	

PLEASE NOTE:

Original signatures are required on all forms.

ATTACHMENTS

Date:

Mr. Thomas A. Fuscaldo
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

Dear Mr. Fuscaldo:

The undersigned hereby submits the enclosed proposal for **Government Relations and Public Affairs Consulting Services**.

The undersigned hereby undertakes and promises to provide **PROFESSIONAL CONSULTING SERVICES** and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

SIGNATURE

BUSINESS NAME

Type or Print Full Name

Title Date

Telephone Number

Fax-Telephone Number

CONFLICT OF INTEREST CERTIFICATION

THE UNDERSIGNED CERTIFIES TO PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), COUNTY OF ESSEX, STATE OF NEW JERSEY THAT IN PERFORMING SERVICES TO PVSC HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD CONSTITUTE A CONFLICT OF INTEREST, FINANCIAL OR OTHERWISE, BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF PVSC. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS MADE A SEARCH OF HIS/HER FIRM'S CLIENT BASE AND HAS EXECUTED THIS CERTIFICATION SUBSEQUENT TO SUCH SEARCH.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, PVSC IS FREE TO TERMINATE ANY PROFESSIONAL SERVICES AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

THE UNDERSIGNED CERTIFIES THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENICES MAINTAINED BY THE CONTRACTOR FOR THE PURPOSE OF SECURING BUSINESS, FOR THE BREACH OR VIOLATION OF WHICH WARRANTY THE STATE SHALL HAVE THE RIGHT TO ANNUL SUCH CONTRACT WITHOUT LIABILITY OR IN ITS DISCRETION TO DEDUCT FROM THE CONTRACT PRICE OR CONSIDERATION THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE.

Applicant _____

Signature: _____

Typed:

Firm Name: _____

Title: _____

Date: _____

ATTACHMENT C

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL: NAME: _____

TITLE _____

SIGNATURE: _____

DATE: _____

ATTACHMENT D

[ADD CHAPTER 51 FORM]

ATTACHMENT D (Cont.)

ATTACHMENT D (Cont.)

ATTACHMENT E

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)

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.

ATTACHMENT E -STATEMENT OF OWNERSHIP continued

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: _____

ATTACHMENT E- STATEMENT OF OWNERSHIP continued

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

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

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

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

OR

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

AND

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

Subscribed and sworn before me this _____ day of _____ (Affiant) _____

_____, 20____.

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable) (Corporate Seal if a Corporation)

ATTACHMENT F

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

ATTACHMENT F (Continued)

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

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

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

Letter of Federal Affirmative Action Plan

Approval; Certificate of Employee Information

Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request-ed by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT G

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM / CLARIFICATIONS

The undersigned Respondent hereby acknowledges receipt of the following addendum / clarifications to the Request for Qualifications and Compensation (Fee) Proposal. By indicating date of receipt, Respondent acknowledges the submitted qualifications and proposal takes into account the provisions of the issued addendum / clarification(s). Note that the PVSC's record of addendum / clarification(s) issued shall take precedence and that failure to include provisions of changes in qualifications and proposal may be submit for rejection of the qualifications and proposal.

**PROFESSIONAL CONSULTING SERVICES FOR
GOVERNMENT RELATIONS AND PUBLIC AFFAIRS CONSULTANT**

Directions: Complete Part I or Part II, whichever is applicable

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH CLARIFICATION RECEIVED IN CONNECTION WITH THIS RFQ/RFP:

ADDENDUM / CLARIFICATION #1, DATED _____, _____

ADDENDUM / CLARIFICATION #2, DATED _____, _____

ADDENDUM / CLARIFICATION #3, DATED _____, _____

ADDENDUM / CLARIFICATION #4, DATED _____, _____

PART II: _____ NO ADDENDUM / CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS RFQ/RFP.

DATE: _____

NAME _____ SIGNATURE _____

ATTACHMENT H

PROOF OF NEW JERSEY BUSINESS REGISTRATION

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 named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Proof of registration shall be a copy of the proposer's New Jersey Business Registration Certificate (BRC). A BRC may be obtained from the New Jersey Division of Revenue. Additional information is available at the following website:

<https://www.nj.gov/treasury/revenue/busregcert.shtml>

N.J.S.A. 52:32-44 imposes the following requirements on all contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- (1) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- (2) During the term of this contract, the contractor and its affiliates must collect and remit to Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ATTACHMENT I

Notice of Executive Order 189 Conflicts of Interest in Public Contracting

1. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52: 14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.
2. The rules and regulations referred to in Paragraph 1 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:
 - a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52: 1 3 D- 13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52: 13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A 52:13D-13g.
 - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - c. No vendor may, directly or indirectly undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
 - d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 - e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official

ATTACHMENT I Continued

- f. position to secure unwarranted privileges or advantages for the vendor or any other person.
- g. The provisions cited above in paragraph 2a. through 2e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 2c.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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 certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further 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.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Name of Contracting Unit** 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 **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** 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 **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature			Date

ATTACHMENT K FORM OF CONTRACT

PLEASE NOTE: Attachment J is included with this document to provide proposing firms with a sample Form of Contract which will be provided for execution upon selection for a specific assignment with the PVSC.

AGREEMENT BETWEEN
PASSAIC VALLEY SEWERAGE COMMISSION
AND
(AWARDED FIRM)

PVSC Resolution No. XX-26
PVSC Agreement No. XXXX
Dated: _____, 2026

ATTACHMENT K- Form of Contract cont.

THIS AGREEMENT is made as of _____, 2026, by and between:

PASSAIC VALLEY SEWERAGE COMMISSION
600 Wilson Avenue
Newark, New Jersey 07105
(hereinafter, "PVSC")

and

(*AWARDED FIRM*)
(hereinafter, "Consultant")

WHEREAS, PVSC received proposals from _____ respondents, with Consultant upon PVSC staff evaluation being the recommended firm ; and

WHEREAS, Consultant is willing and able to provide the services with respect to, among _____ other _____ things,

_____.

WHEREAS, PVSC approved Consultant's proposal for this work as is set forth in Resolution _____, dated _____, 2026 (Exhibit B).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

I. CONSULTANT'S SERVICES

A. Description of Consultant's Services. In addition to performing all services set forth in this Agreement, Consultant shall perform the services described and detailed in the Proposal. In the event the Proposal, this Agreement, and PVSC Resolution No. XX-26, dated _____, 2026, are in conflict, the provisions, terms and conditions of this Agreement shall bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or sub-consultants without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.

K- Form of Contract cont.

II. METHOD OF PAYMENT

A. Fees. (AS PER INDIVIDUAL RFP REQUIREMENTS)

B. Method of Payment. (AS PER INDIVIDUAL RFP REQUIREMENTS) PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

III. INSURANCE

Consultant shall procure and maintain, at Consultant's own cost, throughout the duration of the project, from inception through completion, insurance as follows:

- a. Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000/\$500,000/\$500,000

- Employers Liability Coverage in the amount of \$1,000,000
- b. Comprehensive General Liability and Bodily Injury, including death \$1,000,000 each occurrence

- Combined Single Limit \$1,000,000 each occurrence
- c. Comprehensive Automobile Liability, Bodily Injury, Property Damage \$1,000,000 each occurrence

- Combined Single Limit \$1,000,000 each occurrence
- d. Professional Liability \$1,000,000 per claim and annual aggregate

PVSC and its Commission, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its Commission, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its Commission, officers, directors, employees, and agents have been named as additional insureds.

The Consultant will provide a minimum thirty (30) days' written notice to PVSC prior to any cancelation, material change, or refusal of renewal of Consultant's insurance. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

ATTACHMENT K- Form of Contract cont.

Each insurance policy except professional liability shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any subconsultant, Consultant shall require the subconsultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its subconsultants under its own policies. Consultant is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

IV. INDEMNIFICATION

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

V. PENALTIES AND FINES

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency (EPA) and/or the New Jersey Department of Environmental Protection (NJDEP), due to any negligent act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

ATTACHMENT K- Form of Contract cont.

VI. NEW JERSEY LAW

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the State of New Jersey.

VII. CHANGES

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this

Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

VIII. SUSPENSION OR ABANDONMENT

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages and/or anticipated profits.

IX. TERMINATION OF AGREEMENT

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

X. SUCCESSORS AND ASSIGNS

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between

ATTACHMENT K- Form of Contract cont.

PVSC and any Consultant subcontractors consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

XI. AFFIRMATIVE ACTION

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Exhibit C and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

XII. CERTIFICATE OF AUTHORIZATION

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

XIII. BUSINESS REGISTRATION CERTIFICATE

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC upon execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors and suppliers 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 must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.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, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of

ATTACHMENT K- Form of Contract cont.

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 proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

XIV. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance

B. thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Exhibit D, and the Statement of Ownership in Exhibit E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

C. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

D. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)

ATTACHMENT K- Form of Contract cont.

E. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

F. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

XV. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The Consultant is required to read the Americans with Disabilities language attached hereto and made a part of this Contract as Exhibit F and agrees that the provision of Title 11 of the Act will be made a part of the contract. The Consultant is obligated to comply with the Act and to hold PVSC harmless.

XVI. CLAUSES REQUIRED BY LAW

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

XVII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

XVIII. INCORPORATION OF RECITALS

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

XIX. COMPLETE AGREEMENT

This Agreement (consisting of pages 1-13 inclusive), together with Exhibits A through F, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

ATTACHMENT K- Form of Contract cont.

IN WITNESS WHEREOF, PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

PASSAIC VALLEY SEWERAGE COMMISSION

Thomas A. Fuscaldo
Acting Clerk

By:

Gregory A. Tramontozzi
Executive Director

ATTACHMENT L- Evaluation Sheet

RFP/ NUMBER: GOVERNMENT RELATIONS AND PUBLIC AFFAIRS CONSULTANT - 2026

CRITERIA	VENDOR NAME
	WEIGHTED SCORE
The background, qualifications, skills and experience of the firm and its staff	
The firm's degree of expertise concerning the area at issue	
The compensation proposal set forth in detail	
The firm's familiarity with the work, requirements, and systems of PVSC	
The firm's proposed approach to the issues raised in the project description or specifications	
The firm's capacity to meet the requirements of the project at issue	
The firm's references	
TOTAL	
SCORE:	

Comments:

ATTACHMENT M- PROPOSAL FORM

PROPOSAL COST FORM/SIGNATURE PAGE

To the Passaic Valley Sewerage Commission:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services (Sections 2 to 4, Services 1-8) attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the same for:

1. Government Relations and Public Affairs Consultant Fee-

\$ _____

2. Schedule of fees and hourly rates for additional services which may be proposed*.

Yes No

*Attach Fee Schedule if Applicable

The undersigned is a _____ under the laws of the State of _____ having its principal office at _____

Company

Federal ID # or Social Security #

Address

Signature of Authorized Agent / Date

Type or Print Name

Telephone Number

Fax Number

Email Address