



*“Protecting Public Health and the Environment”*

## **CONTRACT B504**

**PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NJ 07105**

### **CONTRACT AND SPECIFICATIONS**

**TO  
PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER  
FACILITIES AT THE NEWARK BAY TREATMENT PLANT  
FOR A THREE (3) YEAR PERIOD**

**BID DOCUMENT SUBMISSION CHECKLIST**

**CONTRACT B504**

PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER  
FACILITIES AT THE NEWARK BAY TREATMENT PLANT  
FOR A THREE (3) YEAR PERIOD

	<i>Item</i>	<i>Contract Section</i>	<i>Initial Each Item Submitted with Bid</i>
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**\* 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 a.m.** in the morning on **June 30, 2026**, at in the PVSC Purchasing Department, Administration Building. At that time and place, and in accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, the sealed proposals will be publicly opened, announced and recorded via the Zoom Conferencing Application at <https://pvsc.zoom.us/j/2496333971>. Bidders can also dial into the bid opening by phone at (1+646 876 9923), access code (249 633 3971).

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

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

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

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

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

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than \$ 1,000.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey and shall be payable to the order 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 of the Treasury can be found on the internet [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone 609-292-1730.

All bidders to whom the contract is awarded to be eligible for contract award under the terms and conditions of New Jersey Chapter 51/Executive Order 117 and Public Laws of 2012 Chapter 25 as described in the subsequent bid documents.

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

**Certification of Non-Involvement in Prohibited Activities in Russia and Belarus**

In accordance with P.L.2022, c.3, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by the Senate and General Assembly of the State of New Jersey entitled "Certification of Non-Involvement in Prohibited Activities in Russia and Belarus". The form of Certification dated March 25, 2022 can be found in this contract document

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 the Passaic Valley Sewerage Commission to the bidder, according to the address given by him, that the contract is ready for signature; and in case of his failure or neglect so to do, the Passaic Valley Sewerage Commission may, at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such

default.

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

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

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

Questions and request for proposals shall be directed to the Passaic Valley Sewerage Commission Purchasing Department, telephone number (973)817-5702.

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

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

**CONTRACT B504**

PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER FACILITIES AT THE NEWARK BAY TREATMENT PLANT FOR A THREE (3) YEAR PERIOD

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

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

**Acknowledgment by Bidder:**

Name of Bidder:  
(Company Name) \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT B504  
PASSAIC VALLEY SEWERAGE COMMISSION  
PROPOSAL TO**

**PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER FACILITIES  
AT THE NEWARK BAY TREATMENT PLANT FOR A THREE (3) YEAR PERIOD**

To: **PASSAIC VALLEY SEWERAGE COMMISSION**

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

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

Signature of bidder with residence and business address.

Business \_\_\_\_\_ Residence \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

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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.

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**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** That we, the undersigned

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

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

**PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER FACILITIES  
AT THE NEWARK BAY TREATMENT PLANT FOR A THREE (3) YEAR PERIOD**

NOW THEREFORE,  
If said Bid shall be rejected, or, in the alternate, If said Bid shall be accepted and the  
Principal shall execute and 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.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**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.

\_\_\_\_\_  
Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2026

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

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

### **AFFIRMATIVE ACTION COMPLIANCE**

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

1. Copy of a Federal letter of approval from the U. S. Department of Labor's Office of Federal Compliance Programs (OFCCP).
2. Photocopy 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 required to bid on every item on the contract. The vendor shall fill in the unit prices for all the items he wishes to deliver.

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

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

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

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

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

4. All proposals shall be filled out by Handwritten Pen, in black ink, or Typewriter, 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 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. Failure to follow this procedure is grounds for rejection.**

CONTRACT B504  
PROPOSAL

PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER FACILITIES AT THE NEWARK BAY TREATMENT PLANT FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO \_\_\_\_\_

TAX ID# \_\_\_\_\_ EMAIL: \_\_\_\_\_

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 all chemicals, materials, supplies, perform testing and labor as required, to properly maintain the various cooling water facilities throughout the plant site, 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 terms of the specifications and this contract for the unit prices per month for each location as shown on the attached vendors format list.

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

3. The term of this contract is for a three (3) year period beginning **August 1, 2026 and extending thru July 31, 2029.** All prices shall hold firm, and not subject to increase during the term of the contract.

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

5. The Contractor must have at least ten (10) years' experience in similar applications of cooling water treatment technology. The Contractor must maintain a local office and laboratory in the Northern New Jersey area with a full time staff capable of promptly addressing any problem which may arise during the course of the work. Personnel involved in all facets of the contract must possess the technical education and experience necessary to properly perform is available.

A summary of the Contractor (company) experience, verification of NJDEP certification and resumé's of the personnel described above who will be responsible for the work performed under this contract shall be provided with the bid.

To arrange for a site visit or for any questions please contact Scott Morisi at 973- 817-5954.

6. No bidder shall set minimum or maximum terms or any conditions contrary to the specifications.
7. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractor's bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the Contractor.
8. Upon notification of an order from the PVSC the vendor guarantees that the items they 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 that prevent delivery of materials or service. Should any order or orders remain 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 of order or orders already delivered and accepted. The Commission reserves the right to seek any redress for damages under the Default article of the contract.
9. After delivery and acceptance of all services as required under the monthly routine visits, the vendor shall submit an itemized bill for the monthly charge as listed on the contract, and the Commissioners at their next scheduled monthly meeting will pay the amount due.
10. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
11. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Safety Data Sheets, for all the products that they intend to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise the bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commissioners may seek redress under the Default Article of the contract.
12. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commission with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.

13. The bidder to whom the contract award is made shall furnish the P.V.S.C. with a performance bond for the total yearly lump sum amount for the three cooling towers systems. The performance bond shall be for the full term of the contract. Cost of the bond shall be absorbed by the contractor.

14. The contract will remain in effect for the term specified subject to the availability and appropriation annually of sufficient funds as required. If such funds are not made available, this contract shall be cancelled at no expense to the P.V.S.C.

<b>PASSAIC VALLEY SEWERAGE COMMISSION</b>			
<b>BID SHEET B504</b>			
<b>PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER FACILITIES AT THE NEWARK BAY TREATMENT PLANT FOR A THREE (3) YEAR PERIOD</b>			
<b>Item #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Lead Time</b>
1	MONTHLY CHARGE FOR A MAINTENANCE SERVICE ON ALL COOLING TOWERS AT THE OXYGEN PRODUCTION FACILITY PER SPECIFICATION PAGES SPEC 1 THROUGH SPEC 17		
2	MONTHLY CHARGE FOR A MAINTENANCE SERVICE ON ALL COOLING TOWERS AT THE SLUDGE HEAT TREATMENT FACILITY PER SPECIFICATION PAGES SPEC 1 THROUGH SPEC 17		
3	MONTHLY CHARGE FOR A MAINTENANCE SERVICE ON ALL COOLING TOWERS AT THE ADMINISTRATION BUILDING PER SPECIFICATION PAGES SPEC 1 THROUGH SPEC 17		
4	SEMIANNUAL SERVICE CHARGE FOR CLEANING AND DISINFECTION OF COOLING TOWERS (3-CELLS) AT THE OXYGEN PRODUCTION FACILITY AS OUTLINED IN SPEC SECTION 10.1.7		
5	SEMIANNUAL SERVICE CHARGE FOR CLEANING AND DISINFECTION OF PROCESS COOLING TOWERS (3-CELLS) AT THE SLUDGE HEAT TREATMENT FACILITY AS OUTLINED IN IN SPEC SECTION 10.2.7		
6	SEMIANNUAL SERVICE CHARGE FOR CLEANING AND DISINFECTION OF HVAC TOWERS AT THE SLUDGE HEAT TREATMENT FACILTY AS OUTLINED IN SPEC SECTION 10.2.7		
7	SEMIANNUAL SERVICE CHARGE FOR CLEANING AND DISINFECTION OF HVAC COOLING TOWERS AT THE ADMINISTRATION BUILDING AS OUTLINED IN SPEC SECTION 10.2. 7		

**BIDDERS EXCEPTIONS**

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

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

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

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on the New Jersey Business Registration Certification Program, operated by the New Jersey Department of the Treasury, can be found on the internet at:

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

or by phone at 866-534-7789

If awarded a contract your company/firm shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [NJSA 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of PL 1977, c. 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

CONTRACT B504  
AGREEMENT  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

TO  
PROVIDE A SERVICE TO PROPERLY MAINTAIN THE VARIOUS COOLING WATER  
FACILITIES AT THE NEWARK BAY TREATMENT PLANT  
FOR A THREE (3) YEAR PERIOD

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

\_\_\_\_\_

a corporation chartered under the laws of the state of \_\_\_\_\_  
partnership, individual with principals' offices at \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Contractor".

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

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

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

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

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

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

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

BY: \_\_\_\_\_  
**PASSAIC VALLEY SEWERAGE COMMISSION  
EXECUTIVE DIRECTOR**

(SEAL) ATTEST BY: \_\_\_\_\_  
**PASSAIC VALLEY SEWERAGE COMMISSION  
CLERK**

\_\_\_\_\_  
**CONTRACTOR NAME**

BY: \_\_\_\_\_  
**CONTRACTOR**

(SEAL) ATTEST BY: \_\_\_\_\_  
**CONTRACTOR**

**GENERAL CONDITIONS**

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

- g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C...
- h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.
- k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
- p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

## CONTRACT B504

GC-3

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

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

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

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

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

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

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

1. Labor, including foreman, but not supervisors;

2. Materials entering permanently into the work;

3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;

4. Power and consumable supplies for the operation of power equipment during the above time;

5. Insurance;

6. Social Security and old age and unemployment contributions;

7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

**SUPPLEMENTAL CONDITIONS****A. N.J.R.S. 10:2-1**

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities:
  - a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitral or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
  - b. holding meetings of its directors or shareholders;
  - c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a 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 Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

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

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

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

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

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

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

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

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

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

7:31-3.17 Contractors and Contractor Employees

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

**G: N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20**

**NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX**

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

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit

determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

**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.

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*(Attach Additional Sheets If Necessary.)*

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/> Vendor's Address (Street Address)	<hr/> Vendor's Fax Number
<hr/> Vendor's Address (City/State/Zip Code)	<hr/> Vendor's Email Address

<sup>i</sup> 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).

Division 15 -Mechanical  
Section 15710 - Cooling Towers Water Treatment

**1.0 SCOPE**

It is the intent of these specifications to describe the delivery of a fully operational, functional system. The work under this contract is to include the furnishing of all labor, materials necessary to complete this process as shown in these specifications, and as may be reasonably inferred as necessary to complete the work in all particulars. The Contract is awarded with the understanding that the vendor has acquainted himself with all the requirements of the Contract Documents, the conditions of the site, and has obtained all the information necessary for the completion of this project. The vendor shall not at any time, after the submission of his bid, make any claim what so ever based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the Contract.

The vendor shall provide professional water treatment services for the PVSC Treatment Plant Facilities. This professional service is to improve program safety, treat to reduce fuel and electrical consumption through improved heat transfer efficiency, protect and minimize repair and maintenance cost associated with scale, corrosion, fouling and microbiological growth. Professional services provide knowledgeable service personnel to ensure program success, monitor program results, appropriate recommendations with quantifiable justification and train PVSC personnel on the implementation and control of the water treatment program.

The Vendor shall provide certified technicians for the cleaning and disinfection of the process and HVAC cooling towers in accordance with the Wisconsin Protocol and OSHA Compliance. For a detailed Scope of Work refer to Section 10.1.7 and 10.2.7 of this contract document.

The work under this contract shall consist of the establishment of a Cooling Water Maintenance Program in the following PVSC Treatment Plant Facilities.

I. Oxygen Production Facility -Year Round Operation bimonthly

II. Sludge Heat Treatment Facility

- A. Process Cooling Towers -Year Round Operation
- B. HVAC Cooling Tower -Seasonal Operation

III. Administration Building -Seasonal Operation bimonthly

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

- a. Supply and deliver all chemical materials and supplies as required.
- b. Establish cooling water maintenance program and evaluate effectiveness.
- c. Make periodic visits to monitor control system and verify chemical inventory.
- d. Train PVSC Personnel in proper chemical handling technique, test procedures and data logging.
- e. Provide monitoring and bimonthly written reports which shall include test results and interpretive information on a routine basis.

## **2.0 GENERAL REQUIREMENTS**

### **2.1 QUALIFICATIONS OF CONTRACTOR**

The vendor must have at least ten (10) years' experience in similar applications of cooling water treatment technology.

The vendor must maintain a local office and laboratory with a full time staff capable of promptly addressing any problem which may arise during the course of the work. Personnel involved in all facets of the Contract must possess the technical education and experience necessary to properly perform the work.

The vendor laboratory shall be certified by the New Jersey Department of Environmental Protection to perform those analyses for which certification is available

A summary of the vendor (company) experience, verification of NJDEP certification, and resumes of the personnel described above who will be responsible for the work performed under this contract shall be provided with the bid.

### **2.2 ON-SITE SERVICE**

#### **A. SYSTEM TREATMENT START-UP**

At start-up, the vendor will institute a comprehensive program encompassing three areas of treatment.

- **CORROSION CONTROL**
- **DEPOSIT CONTROL**
- **MICROBIOLOGICAL CONTROL**

During the startup phase, the vendor will personally oversee the institution of his program, to continuously evaluate the effectiveness of the treatment and adjust the program to maximize treatment effectiveness.

The vendor will be available on a daily basis while his treatment program is being installed and until system control has been established.

The vendor will train PVSC operating personnel in proper chemical handling techniques, test procedures and data logging. Safety Data Sheets (SDS) will be supplied for each chemical.

#### **B. SCHEDULE VISITS**

All routine visits will be performed as a minimum in accordance with the following:

- |                         |   |
|-------------------------|---|
| Oxygen Production       | - twice per month                         |
| Sludge Heat Treatment   | - twice per month                         |
| Administration Building | - twice per month (April through October) |

All routine visits shall be performed during the same week(s) of each month, i.e., the first, second, third or fourth week of each month, and the vendor shall keep this schedule.

Upon notification from the PVSC that a significant change in the systems has occurred, the vendor guarantees that he will make an additional visit within forty-eight (48) hours from said notification.

### **C. ROUTINE VISITS**

After the treatment system is in place, the vendor will visit the site on a regular basis to evaluate the program. Daily test results will be studied to detect any changes in the condition of the cooling water. A physical inspection of the cooling water system will be performed. The vendor will test the cooling water and City make-up water to verify the system performance. The test results and a written report will be presented to the building supervisor at the conclusion of each visit. Any recommendations for improvement to the system will be discussed at the time. The purpose of these service visits will be to prevent potential problems from arising that will reduce equipment efficiency and/or result in equipment damage. All scheduled visits must be scheduled by vendor in advance. All visits shall be conducted during normal working hours and must be coordinated with the PVSC personnel responsible for the Cooling Tower

### **D. ADDITIONAL VISITS**

If the results of visual observations or routine tests indicate any signs of deterioration in the condition of the system, the vendor will provide additional visits to the site to determine the cause of the problem and return the system to the proper condition.

At no time will the determination and elimination of any problem exceed five (5) working days. All work deemed necessary to return the system to proper condition will be done at no additional cost.

In the event a discrepancy develops between the owner and the vendor regarding the condition of the system, the evaluation of the owner will prevail.

Before making any modifications to the cooling water treatment program the vendor must obtain permission from the owner.

### **E. EMERGENCY SERVICE**

Response time for the service person for emergency problems shall not exceed four (4) hours after notification on the same day.

For in-plant testing and analysis the service representative shall spend a minimum of one hour per Cooling Tower per visit at the Plant and will provide the following:

- Each visit shall include as a minimum:
  - Collect and analyze samples on-site of all systems treated; retain set of samples for laboratory analysis, if necessary.
  - Perform all tests necessary to evaluate performance of treatments used in the program to ensure the protection of the systems.
  - Inspect, maintain and calibrate all water treatment control and feed equipment.

- Make all necessary adjustments to feed rates on the basis of field tests.
- Check Plant chemical inventory and schedule delivery when needed. Must verify adequate quantities of each chemical are available on-site.
- Check the quality of the Plant's field testing reagents.
- Prepare a written field service report at the time of visit and review said report with supervisory personnel.
- Notify designated personnel of any needed systems repairs that the water treatment tests show are the result of deficiencies in the mechanical systems.

### **2.3 OPERATOR TRAINING**

Minimum of once a year, the service representative shall provide training to the plant operation personnel for all the three (3) facilities. The training could be done on the same day of the routine visit. The training topics shall cover, but not limited to, sample collection, test instructions, analytical procedures, interpretation of test results (perform side-by-side tests and compare with operator results), prepare written report, product feed adjustments, calibrate equipment, etc. During the training program, analytical procedures must be performed by PVSC operators in order to carry out the proposed Contract program efficiently. The training program must be schedule in advance with each facility supervisor.

### **2.4 RESEARCH, LABORATORY BACK-UP AND PROBLEM SOLVING**

- B. The vendor shall have an in-house laboratory or access to a contract laboratory capable of assisting in solutions of problems that may arise that cause loss of efficiency or equipment damage. When samples are taken for resolution of problem issues and submitted for analysis, results must be reported to PVSC supervisor within three (3) weeks.
- B. To solve any specific problem and at the request of the PVSC supervisor, vendor must evaluate and diagnose system problem and provide a solution to resolve the specific problem.

### **2.5 SYSTEM MONITORING AND CONTROL**

- A. PVSC will conduct an independent monitoring program to verify the condition of the system. Cooling water samples, make-up water samples, coupons, and other pertinent samples will be analyzed by an independent laboratory to verify the accuracy of the vendor's sample results. PVSC may employ the services of a professional cooling water consultant to interpret analysis results and verify proper cooling water system control.
- B. The vendor will supply a monitoring system at their expense to monitor and trend ORP, conductivity, and inhibitor levels at a minimum for each cooling tower.

### **2.6 TESTING EQUIPMENT AND SUPPLIES**

The vendor shall supply all test kits, chemicals, reagent tubing and glassware needed to monitor and control program. Log sheets and forms necessary to facilitate accurate record keeping will be provided by the vendor. The vendor will inventory all chemicals, equipment, and supplies during each visit and maintain sufficient stock on site to operate the system in an efficient manner.

## **2.7 PRODUCT TYPES**

The treatment program must be comprehensive and shall include the integrated use of scale control agents, dispersants and corrosion inhibitors, and biocides/micro biocides. All chemicals shall be in liquid form except oxidizing biocide for Cooling Tower water. Liquid scale and corrosion inhibitor shall be delivered to PVSC in liquid form and not generated on-site using solid precursors.

## **2.8 SUBMITTALS**

Within ten (10) calendar days after award of contract, the vendor shall submit for each of the three facilities for which water treatment is to be provided:

- a. General outline of this treatment program including chemicals to be used and the approximate rate of usage.
- b. Provide chemical testing procedures for the proposed chemical treatment program.
- c. Feed points of any chemical shall be as existing at plant. Cost for relocation of feed point, laboratory equipment, including all reagents, pumps, piping and any other changes, shall be included in the bid.
- d. Copies of the test procedures required and data sheets to be used.
- e. Safety Data Sheets for all chemicals to be supplied.

## **2.9 CHEMICAL/EQUIPMENT DELIVERY, HANDLING AND STORAGE**

- A. All chemical deliveries shall be made during the week (Monday -Friday) between the hours of 7 AM and 3 PM unless special arrangements have been agreed with facility supervisor.
- B. Chemical transport equipment must comply with DOT requirements for transporting hazardous material. Vehicle shall be equipped with a lift gate to safely lower the chemical container to the ground.
- C. Owner will not supply personnel and/or equipment to unload chemical containers from vehicle. This is the responsibility of vendor chemical handlers.
- D. All chemicals are to be delivered to the designated facility. Chemical containers shall be placed inside facility at designated area assigned by facility supervisor. Liquid scale and corrosion inhibitors must be delivered via a "hands-off" method and delivered to a tank with containment.
- E. Material and Equipment may be stored on site in areas designated by the PVSC Plant Engineer. Security for this equipment shall be the responsibility of the vendor.
- F. Deliveries shall be made by chemical handlers who are:
  - a. Certified in HAZMAT compliance;
  - b. Equipped with PPE on-site for delivery and transfer of chemicals;
  - c. Equipped with material required to handle/contain spills and any unexpected incidents. The vendor chemical handlers shall be responsible for clean-up of chemical spills which may occur during delivery. Also, shall be responsible for the removal of all damaged (leaking) chemical containers.

### **3.0 DAMAGE TO PVSC EQUIPMENT AND/OR FACILITIES**

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

### **4.0 TOOLS, EQUIPMENT AND UTILITIES**

All tools and equipment required to perform the work described in the Contract shall be provided by the vendor. This includes, but is not limited to, all hand tools, test kits, tubing, metering pumps, glassware and etc.

### **5.0 WATER TREATMENT EQUIPMENT MAINTENANCE**

The vendor shall be responsible to maintain all water conditioning, control and chemical feed equipment. Vendor shall maintain an inventory of manufacturer's recommended spare parts and supply, with their bid, a list of covered equipment, recommend spare parts, and any exceptions or qualifications to "full maintenance service." Unless exception is taken, vendor shall be responsible for any repairs necessary to cover equipment to maintain equipment in proper operating condition. Trained technicians shall be full-time employees of the vendor. Vendor shall respond to service calls for maintenance or repair within twenty-four (24) hours.

### **6.0 SAFETY**

The vendor shall be required to strictly adhere to all PVSC safety regulations, which includes, but is not limited to, the wearing of protective headgear, protective footwear, eye and ear protection where required. The above applies not only to the vendor's personnel but also to subcontractors' personnel and manufacturers' representative while on PVSC property. Failure to observe safety rules can result in stopping work with no compensation for such delays. See page P3 Hazardous Material.

### **7.0 TRADE PRACTICES, PROCEDURES AND SUPERVISION**

The vendor shall retain skilled and qualified tradesmen for the duration of the Contract and shall provide continual supervision to ensure that good trade practices, including safety are followed.

### **8.0 QUALITY ASSURANCE**

- A. PVSC reserves the right to retain an independent testing firm to determine specification compliance and confirmation of specific reported data. If specifications are not met, the work will be rejected, and the cost of testing will then be paid by the vendor. Independent testing could be performed on a monthly or semi-monthly basis.
- B. Termination of the Contract can occur at any point of the program if PVSC cannot maintain control of the Cooling Tower water treatment. The cooling water system must remain under control and within the target values of the vendor in compliance with the Contract program.
- C. The vendor shall be responsible for all clean-up costs and repair due to any failure of vendor's treatment program, products or service.
- D. If the Contract is terminated at any time, the vendor shall be responsible to collect

and take back all surplus chemicals, testing hardware and all surplus chemical testing reagents that have been provided by the vendor.

## **9.0 PAYMENT**

After completion and acceptance of all the services as required to be performed on a monthly or semi-monthly basis (Paragraph 2.2), the vendor shall submit all itemized bill for the monthly charge as listed on the bid, and the Commission at its next scheduled monthly meeting will pay the amount due.

To assure timely payment, invoices must be received no later than fourteen (14) days prior to the Commission meeting date. (The Commission usually meets the third Thursday of each month).

## **10.0 SPECIFICATIONS**

### **10.1 SYSTEM TREATMENT - OXYGEN PRODUCTION FACILITY**

#### **10.1.1 CORROSION, SCALING AND DEPOSITION INHIBITORS**

- A. The vendor will provide corrosion inhibitor chemicals, in liquid form to a dedicated tank with containment (except pails for tablets) in sufficient quantities to insure the proper continuous control of corrosion, scaling and material deposition in the cooling water system. The inhibitors will be maintained to provide continuous high protection levels and will be monitored by PVSC on a daily basis. The vendor shall provide all test kits, chemicals, reagents and laboratory supplies necessary to perform all tests required to monitor the effectiveness of the inhibitors. Inhibitors will be fed into the system continuously using the existing chemical addition system. Any metering pumps needed shall be supplied by the vendor.

Corrosion inhibitor(s) shall be non-toxic organic compounds. The performance of the corrosion inhibitors will be monitored by analysis of corrosion coupons. Coupons of both ferrous and non-ferrous metals (carbon steel and copper) will be supplied and installed by the vendor in the existing corrosion test rack and analyzed on a monthly basis, or more frequently if needed. Coupons will be analyzed in accordance with the National Association of Corrosion Engineers guidelines as follows:

Ferrous (Mild Steel) - Less Than 2 MPY (mils per year)

Non-Ferrous Metal - Less Than 0.5 MPY (mils per year)

The analyzed coupons and test results will be promptly submitted in a written report to the building supervisor, along with any pertinent interpretive data within five (5) working days after removal of the coupons. Failure to meet corrosion goals may result in Contract termination.

- B. Scaling and deposit control will be monitored by PVSC by the periodic random disassembly and inspection of cooling water system equipment. Any material discovered on interior surfaces during these inspections will be analyzed by the vendor and remedial action taken in accordance with the terms of the Contract.

- C. The addition of dispersant chemicals may be necessary to control deposition and scaling in the system.

### **10.1.2 pH Control**

The pH of the cooling water system shall be maintained less than 8.8 through control of cycles of concentration. Under no circumstances will sulfuric acid be used to routinely control system PH.

### **10.1.3 MICROBIOLOGICAL GROWTH**

- A. Algae, slime forming bacteria, fungi, legionnaire's disease bacteria, molds and any biological fouling organisms within the entire cooling water system will be controlled through the use of micro biocides. The vendor will supply chemicals in liquid form (with containment) or in biocide tablets in sufficient quantities for continual controlling of microbial activity. The total biological concentration in the cooling water system will be maintained to contain less than 100,000 organisms per milliliter. Sodium hypochlorite will not be permitted as a micro biocide.
- B. The vendor shall supply culture media, test kits, chemicals and reagents necessary for PVSC personnel to perform microbiological test counts biweekly.
- C. Samples will be taken by the vendor and analyzed to verify conformance with the specification. The samples will be taken in accordance with the scheduled plant visits (Paragraph 2.2).
- D. Samples will be analyzed in accordance with the standard plate count method for bacteria analysis as described in the text, Standard Methods for Examination of Water and Wastewater, 15th Edition, Page 789. Additional samples may be required if biological activity increases. Results of all analysis will be delivered to the building supervisor within five (5) working days from the sample date.
- E. Biocides will be slug fed at the proper intervals to maintain the system within the specified range.

### **10.1.4. CYCLES OF CONCENTRATION**

- A. The vendor shall maintain the cooling water to an average of five (5) cycles of concentration at all times. If the specified protection levels for corrosion, scaling and deposition cannot be maintained at five (5) cycles of concentration, a lower rate will be maintained.
- B. Iron levels in the city make-up water and in the cooling water will be monitored during routine visits to detect any increase in the concentration of iron in the cooling water system. At no time will the concentration of iron in the cooling water exceed five (5) times the city water concentration.
- C. Determination of the cycles of concentration will be based on current conductivity samples of cooling tower water and city make-up water. The conductivity of the cooling water will not exceed 2000 MMHOS at any time.

- D. The cycles will be maintained with the use of the existing automatic and manual conductivity controlled blowdown system.

#### **10.1.5 LIMITATIONS ON CHEMICAL ADDITIVES**

All chemicals added to the system must pose no harm to the biological treatment plant process and contain no heavy metals. Sodium Hypochlorite is unacceptable as a micro biocide and will not be used.

#### **10.1.6 TOWER WATER LAY-UP**

All organic water soluble type corrosion inhibitor. The vendor shall guarantee to achieve less than 2 MPY (mils per year) metal loss for ferrous metals and surfaces.

#### **10.1.7 ROUTINE COOLING TOWER CLEANING AND DISINFECTION PROGRAM (PERFORMED BY VENDOR CERTIFIED TECHNICIANS)**

Vendor shall provide semi-annual cleaning and disinfection of cooling towers in accordance with the Wisconsin Protocol and OSHA Compliance.

Vendor shall provide all chemicals, equipment and labor to safely and properly clean and disinfect the cooling towers.

Vendor service technicians shall be trained per OSHA guidelines in proper use of PPE, fall protection, confined space entry, lock-out/tag-out ("LOTO") and are fit tested annually for respiratory protection.

Vendor service technicians performing cleaning and disinfection work shall utilize personal protective equipment including, but not be limited to, Tyvek suits, hardhats, gloves, rubber boots, and respirators fitted with HEPA-rated cartridges. Fall protection measures shall be as followed when working at heights exceeding OSHA guidelines. Additionally, the vendor service supervisor shall complete confined space entry permits and follow all LOTO procedures.

**The scope of work protocol for the cleaning and disinfection of cooling towers is as follows:**

##### **Stage I Pre-Clean Disinfection for the destruction of biofilms and pathogens**

- All cooling tower fans must be shut OFF, and all recirculation pumps must be ON.
- The system is disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry.
- A bio-dispersant may also be added to help remove organic deposits and enhance disinfection.

##### **Stage II: Cleaning process for surface sanitation and removal of deposits**

- Systems, cells, and sumps shall be isolated and drained for the cleaning process.
- Each system cell is pressure washed from top to bottom, internal and external, as is reasonably accessible, to remove deposits.
- Special care is taken to remove any deposits without damaging the fill pack.
- Deposits recovered from the system, including the sump are removed for on-site disposal. PVSC will assist with disposal by providing dumpsters or equivalent.

Stage III: Post-Clean Disinfection for the destruction of dislodged biofilms and pathogens

- All cooling tower fans must be shut OFF, and all recirculation pumps must be ON.
- The system is disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry.
- The full water treatment program must be immediately resumed following the disinfection step to repassivate system metallurgy.

Stage IV: Documentation and Certification

- The cleaning and disinfection service is documented with a service report including before and after photos and a certificate for a record of due diligence. Documentation supports a site risk reduction program for control of *Legionella* in cooling water systems.
- Furnish and deliver to PVSC documentation to certify the cooling towers have been cleaned and disinfected in accordance with Wisconsin Protocol and OSHA standards.
- Furnish and deliver to PVSC detailed follow-up report of the cleaning including before and after photos.

**PVSC will provide personnel for operating and system shutdown and startup of the cooling towers.**

**PVSC will provide access, operation and safety as follows:**

- Provide safe, unrestricted access to the cooling tower area for the duration of the service.
- Provide safe and reasonable access to all components of the cooling tower to be cleaned.
- Provide parking and or off loading facilities in close vicinity of the systems.
- Provide supervision and assistance site-enforced Lock-out/tag-out procedures.
- Provide guidance on the operational requirements of the facility that may affect ability to conduct work in a safe and effective manner.
- Isolate the cooling tower (cells) and/or tum off the recirculation pumps and fans before cleaning.
- Return any valves to positions prior to beginning work that day.
- Provide a 15A 110V 60 Hz single-phase electrical supply within 100 feet of the working area.
- Permit the ability to utilize gas-powered power washers.
- Provide access to a standard 3/4"-male NFP garden hose potable water connection within 100 feet of the working area.
- Provide direction and assistance of the disposal of system debris removed from the systems into facility dumpsters or equivalent

**10.1.8 OXYGEN PRODUCTION FACILITY-COOLING TOWER DATA**

Cooling Towers - Marley Cooling Tower Co. Model #NC834 (one Unit)

Number of Cells - Four

Cooling Tower DT 17 deg. F.

System Capacity - 62,000

Gallons

Recalculation Rate - 6,200 gpm/ 2 pumps

Hours of Operation - Continuous

System Heat Loading - Varies

Approximate Make Up Rate - 130 gpm

## **10.2 SYSTEM TREATMENT - SLUDGE HEAT TREATMENT FACILITY**

### **10.2.1 CORROSION INHIBITORS**

- A. The vendor will provide corrosion inhibitor chemicals, in liquid form to a dedicated tank with containment (except pails for tablets) in sufficient quantities to insure the proper continuous control of corrosion, scaling and material deposition in the cooling water system. The inhibitors will be maintained to provide continuous high protection levels and will be monitored by PVSC on a daily basis. The vendor shall provide all test kits, chemicals, reagents and laboratory supplies necessary to perform all tests required to monitor the effectiveness of the inhibitors. Inhibitors will be fed into the system continuously using the existing chemical addition system. Any metering pumps needed shall be supplied by the vendor.
- B. The performance of the corrosion inhibitors will be monitored by analysis of corrosion coupons. Coupons of both ferrous and non-ferrous metals (carbon steel and copper) will be supplied and installed by the vendor in the existing corrosion test rack and analyzed on a monthly basis, or more frequently if needed. Coupons will be analyzed in accordance with the National Association of Corrosion Engineers guidelines as follows:
- Ferrous {Mild Steel) -Less Than 2 MPY (mils per year)
- Non-Ferrous Metal -Less Than 0.5 MPY {mils per year)

The analyzed coupons and test results will be promptly submitted in a written report to the building supervisor, along with any pertinent interpretive data within five (5) working days after removal of the coupons. Failure to meet corrosion goals may result in Contract termination.

- C. Scaling and deposit control will be monitored by PVSC by the periodic random disassembly and inspection of cooling water system equipment. Any material discovered on interior surfaces during these inspections will be analyzed by the vendor and remedial action taken in accordance with the terms of the Contract.
- D. The addition of dispersant chemicals may be necessary to control deposition and scaling in the system.

### **10.2.2 pH CONTROL**

The pH of the cooling water system shall be maintained less than 8.8 through control of cycles of concentration. Under no circumstance will sulfuric acid be used to routinely control system pH.

### **10.2.3 MICROBIOLOGICAL**

- A. Algae, slime forming bacteria, fungi, legionnaire's disease bacteria, molds and any biological fouling organisms within the entire cooling water system will be controlled through the use of micro biocides. The vendor will supply chemicals in liquid form (with containment) or in pails for biocide tablets, in sufficient quantities for continual controlling of microbial activity. The total biological concentration in the cooling water system will be maintained to contain less than 100,000 organisms per milliliter. Sodium hypochlorite will not be permitted as a micro biocide.
- B. The vendor shall supply culture media, test kits, chemicals and reagents necessary for PVSC personnel to perform microbiological test counts biweekly.
- C. Samples will be taken by the vendor and analyzed to verify conformance with the specification. The samples will be taken in accordance with the scheduled plant visits (Paragraph 2.2).
- D. Samples will be analyzed in accordance with the standard plate count method for bacteria analysis as described in the text, Standard Methods for Examination of Water and Wastewater, 15th Edition, Page 789. Additional samples may be required if biological activity increases. Results of all analysis will be delivered to the building supervisor within five (5) working days from the sample date.
- E. Biocides will be slug fed at the proper intervals to maintain the system within the specified range.

### **10.2.4 CYCLES OF CONCENTRATION**

- A. The vendor shall maintain the cooling water to an average of five (5) cycles of concentration at all times. If the specified protection levels for corrosion, scaling and deposition cannot be maintained at five (5) cycles of concentration, a lower rate will be maintained.
- B. Iron levels in the city make-up water and in the cooling water will be monitored during routine visits to detect any increase in the concentration of iron in the cooling water system. At no time will the concentration of iron in the cooling water exceed five (5) times the city water concentration.
- C. Determination of the cycles of concentration will be based on current conductivity samples of cooling tower water and city make-up water. The conductivity of the cooling water will not exceed 2000 MMHOS at any time.
- D. The cycles will be maintained with the use of the existing automatic and manual conductivity controlled blowdown system.

### **10.2.5 LIMITATIONS ON CHEMICAL ADDITIVES**

All chemicals added to the system must pose no harm to the biological treatment plant process and contain no heavy metals. Sodium Hypochlorite is unacceptable as a micro biocide and will not be used.

## **10.2.6 TOWER WATER LAY-UP**

All organic water soluble type corrosion inhibitor. The vendor shall guarantee to achieve less than 2 MPY (mils per year) metal loss for ferrous metals and surfaces.

## **10.2.7 ROUTINE COOLING TOWER CLEANING AND DISINFECTION PROGRAM** (PERFORMED BY VENDOR CERTIFIED TECHNICIANS)

Vendor shall provide semi-annual cleaning and disinfection of cooling towers in accordance with the Wisconsin Protocol and OSHA Compliance.

Vendor shall provide all chemicals, equipment and labor to safely and properly clean and disinfect the cooling towers.

Vendor service technicians shall be trained per OSHA guidelines in proper use of PPE, fall protection, confined space entry, lock-out/tag-out ("LOTO") and are fit tested annually for respiratory protection.

Vendor service technicians performing cleaning and disinfection work shall utilize personal protective equipment including, but not be limited to, Tyvek suits, hardhats, gloves, rubber boots, and respirators fitted with HEPA-rated cartridges. Fall protection measures shall be as followed when working at heights exceeding OSHA guidelines. Additionally, the vendor service supervisor shall complete confined space entry permits and follow all LOTO procedures.

### **The scope of work protocol for the cleaning and disinfection of cooling towers is as follows:**

#### **Stage 1: Pre-Clean Disinfection for the destruction of biofilms and pathogens**

All cooling tower fans must be shut OFF, and all recirculation pumps must be ON. The system is disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry.

A bio-dispersant may also be added to help remove organic deposits and enhance disinfection.

#### **Stage II: Cleaning process for surface sanitation and removal of deposits**

Systems, cells, and sumps shall be isolated and drained for the cleaning process.

Each system cell is pressure washed from top to bottom, internal and external, as is reasonably accessible, to remove deposits.

Special care is taken to remove any deposits without damaging the fill pack.

Deposits recovered from the system, including the sump are removed for on-site disposal. PVSC will assist with disposal by providing dumpsters or equivalent.

#### **Stage III: Post-Clean Disinfection for the destruction of dislodged biofilms and pathogens**

All cooling tower fans must be shut OFF, and all recirculation pumps must be ON.

The system is disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry.

The full water treatment program must be immediately resumed following the disinfection step to repassivate system metallurgy.

#### Stage IV: Documentation and Certification

The cleaning and disinfection service is documented with a service report including before and after photos and a certificate for a record of due diligence. Documentation supports a site risk reduction program for control of *Legionella* in cooling water systems.

Furnish and deliver to PVSC documentation to certify the cooling towers have been cleaned and disinfected in accordance with Wisconsin Protocol and OSHA standards. Furnish and deliver to PVSC detailed follow-up report of the cleaning including before and after photos.

### **PVSC will provide personnel for operating and system shutdown and startup of the cooling towers.**

### **PVSC will provide access, operation and safety as follows:**

- Provide safe, unrestricted access to the cooling tower area for the duration of the service.
- Provide safe and reasonable access to all components of the cooling tower to be cleaned.
- Provide parking and or off loading facilities in close vicinity of the systems.
- Provide supervision and assistance site-enforced Lock-out/Tag-out procedures.
- Provide guidance on the operational requirements of the facility that may affect ability to conduct work in a safe and effective manner.
- Isolate the cooling tower (cells) and/or turn off the recirculation pumps and fans before cleaning.
- Return any valves to positions prior to beginning work that day.
- Provide a 1SA 110V 60 Hz single-phase electrical supply within 100 feet of the working area.
- Permit the ability to utilize gas-powered power washers.
- Provide access to a standard 3/4" male NFP garden hose potable water connection within 100 feet of the working area.
- Provide direction and assistance of the disposal of system debris removed from the systems into facility dumpsters or equivalent.

#### **10.2.8 SLUDGE HEAT TREATMENT 1 FACILITY COOLING TOWER DATA**

A. Process Cooling Towers- Marley Model NC-3013(Two Units)

Number of cells-three

Cooling DT-20 deg. F

Tower Capacity- 3735 gpm approx. system capacity- 40,000 gal Unit

Recirculation Rate- 3720 gpm/3 Pumps

Hours of Operation-Continuous System

Heat Loading-Varies

B. HVAC Cooling Tower-Marley NC-7111 (One Unit)

Cooling Tower DT = 16.6 deg. F

Tower Capacity 1420 gpm

Hours of Operation - Continuous for the month of April through October only.

**10.3.SYSTEMTREATMENT - ADMINISTRATION BUILDING**

The system treatment for Administration Building shall be the same as described in Paragraph 10.2 for the Sludge Heat Treatment Facility, except that it shall be seasonal and shall be provided for the months of April through October only.

**10.3.1 ADMINISTRATION BUILDING - COOLING TOWER DATA**

HVAC Cooling Tower-Baltimore Aircoil Company Model FXV-0809B-28D-L (1Unit)

Cooling Tower DT = 7 deg. F.

Tower Capacity- 500 gpm

Hours of Operation Continuous for the month of April through October only.