Passaic Valley Sewerage Commission

"Protecting Public Health and the Environment"

REQUEST, SOLICITATION AND INVITATION
FOR QUALIFICATIONS TO PROVIDE
PROFESSIONAL CONSULTING SERVICES ON AN AS NEEDED BASIS

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Executive Director

SUBMISSION DEADLINE

11 A.M. December 15, 2026

ADDRESS ALL PROPOSALS TO:
Mr. Thomas Fuscaldo
Clerk, Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

All proposals must indicate on the outside envelope:
RFP: **PROFESSIONAL CONSULTING SERVICES ON AN AS NEEDED BASIS**

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL CONSULTING SERVICES ON AN AS NEEDED BASIS

Notice is hereby given that sealed statements of qualifications for professional services, not subject to bidding pursuant to N.J.S.A. 40A:11-5, will be received by the Passaic Valley Sewerage Commissioners ("PVSC"), County of Essex and State of New Jersey for consideration of Professional Consulting Services on an as needed basis.

The original and two copies of the Statement of Qualifications must be received at PVSC's Administration Building, 600 Wilson Avenue, Newark, New Jersey 07105 ("the Administration Building") on or before December 15, 2025 at 11:00 o'clock a.m. **(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)** Your Statement of Qualifications must be submitted in the format required herein. No late submissions will be accepted.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"Qualified Respondent" - refers to a Respondent who (in the sole judgment of PVSC) has satisfied the qualification criteria set forth in this RFQ.

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

"Selected Respondent" or "Consultant" – refers to the Qualified Respondent selected by PVSC for the award of a contract to be eligible for assignment to provide Services.

"Services" - refers to the service assignments to be provided by the Selected Respondent for the PROFESSIONAL CONSULTING SERVICES ON AN AS NEEDED BASIS in accordance with the provisions of this RFQ and the contract to be prepared by PVSC.

"PVSC Teleconferencing Application" – refers to the electronic conduct of meetings or interviews in accordance with protocols consistent with COVID-19 Emergency regulations or procedures issued by the State of New Jersey and/or PVSC.

I. INTENT

The Passaic Valley Sewerage Commission ("PVSC") is requesting Statement of Qualifications from interested and qualified consulting firms for professional services as identified herein.

Sealed proposals will be received and opened at the times, dates and place set forth in the notice attached at Page 2 hereof.

The General Qualification Criteria articulated herein at *Section IV* for the selection of **PROFESSIONAL CONSULTING SERVICES ON AN AS NEEDED BASIS** have been specifically approved by PVSC. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

Per N.J.S.A. 58:14-1 *et seq.*, PVSC shall be the sole judge concerning the criteria set forth herein and the merits of the statement of qualifications submitted as well as the sole judge of the benefits to PVSC represented by the submissions pursuant to this Request.

Copies of this RFQ and associated reference documents may be obtained from the following PVSC representative:

Thomas Fuscaldo, PVSC Purchasing Agent/Clerk
600 Wilson Avenue
Newark, NJ 07105
Phone: (973) 817-5702
Email: tfuscaldo@pvsc.com

RFQ Document available for download at:

https://nj.gov/pvsc/home/rfps/index.html

II. INSURANCE

Each respondent shall have the following insurance coverage at a minimum:

1. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey $500,000 / $500,000 / $500,000 and Employers Liability Coverage in the amount of $1,000,000.

2. Comprehensive General Liability and Bodily Injury Insurance including death $1,000,000 each occurrence. Combined Single Limit of $1,000,000 for each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.

3. Comprehensive Automobile Liability, Bodily Injury, Property Damage Insurance $1,000,000 each occurrence. Combined Single Limit $1,000,000 each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.

4. Professional Liability Insurance for $5,000,000 per claim and annual aggregate.

Attached hereto as *Attachment A* is the Certification of Insurance. The Certification must be executed and documents attached thereto by the respondent to the extent that the respondent believes that the attachment of such documents provides proof of insurance for appropriate purposes. Declaration pages shall be attached showing current coverages. It shall be the responsibility of the respondent/professional to provide PVSC with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required insurance coverage in the form of a certificate or certificates of insurance is a continuing condition precedent to service by the professional.

III. NEW JERSEY STATE LAW REQUIREMENTS

A. Public Law 2005, Chapter 51, formerly EXECUTIVE ORDER No. 134 (2004)

1. Requirements. In order to safeguard the integrity of New Jersey State Government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, by Public Law 2005, C.51 (hereinafter, "Chapter 51") requires the submission of the Certification and Disclosure Form in *Attachment D* and the Statement of Ownership in *Attachment E*. The terms and conditions set forth in this Section are material terms of an Agreement with PVSC.

2. Definitions. For the purpose of this Section, the following definitions shall be in force:

a) Contribution – means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of $300 during a reporting period are deemed "reportable" under these laws for all contracts awarded in excess of $17,500.00 after October 15, 2004.

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

(iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

Pursuant to Chapter 51, all business entities which have been awarded a State contract after October 15, 2004, in an amount in excess of $17,500, have a continuing obligation to disclose all contributions made during the term of such contract.

Such disclosures are to be submitted to PVSC using the standard certification and disclosure form, which may, be downloaded from the Division of Purchase and Property's website.

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) including whether all "principals" of the respondent have submitted the necessary forms should be directed to the Department of the Treasury, Division of Purchase and Property, http://www.state.nj.us/treasury/purchase/execorder134.shtml

B. 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. 54:49-19 and N.J.S.A. 54:49-20, 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 appear to the Tax Court from a protest permitted under N.J.S.A. 54:49-19 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. 52:32-32) shall be stayed.

C. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Pursuant to N.J.S.A. 52:15C-14(d), et seq., the Auditor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

E. N.J.S.A. 19:44A-20.27- ANNUAL POLITICAL CONTRIBUTION DISCLOSURE

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

IV. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

A. GENERAL QUALIFICATION CRITERIA

All proposers shall have the qualifications and experience to perform the type of assignment required by this RFQ. Documentation of qualifications and experience of the firm's staff are required to be included in their response to this RFQ. The PVSC will evaluate and score proposals based upon the following Qualifications Evaluation criteria, which is based on a maximum score of 100 points.

The Respondents shall be scored based on the following criteria:

B. QUALIFICATIONS EVALUATION (100 POINTS MAXIMUM)

The statement of qualifications shall be evaluated by the PVSC Evaluation Committee, which may conduct interviews with the Respondents. PVSC will evaluate SOQ's received in response to this request to determine the professional services categories and practice areas in which each responding firm has adequately demonstrated its qualifications. Based on this evaluation, PVSC will develop a pre-qualification database containing this information for all responding firms. Project teaming is discouraged, thus firms that submit SOQ involving subcontracting, partnering or otherwise teaming with other consulting firms will not be considered or otherwise evaluated by PVSC:

(a) **TECHNICAL COMPETENCE** (40 Points Maximum)

(i) The background, professional qualifications, education and training of the Respondent and its staff pertaining to their practice area, including the ability to fully understand and deal with the requirements of a potential project at PVSC.

(ii) The Respondent's qualifications specifically pertaining to the practice areas and scope of work identified in Section VI in this RFQ.

(iii) The Respondent's technical capacity to meet the requirements and objectives of the RFQ.

(b) **EXPERIENCE** (30 Points **Maximum**)

(i) PVSC's prior experiences with the Respondent.

(ii) The Respondent's prior experience with Public Entities and/or Governmental Agencies.

(iii) The Respondent's prior experience with wastewater treatment infrastructure projects.

(c) **OTHER** (30 Points **Maximum**)

(i) The Respondent's references.

(ii) The Respondent's financial capacity to fully complete services contemplated under this procurement.

(iii) Geographical location of the Respondent's offices and key personnel. Including availability of staff for on-call services.

(iv) The Respondent's execution of the requirements and procedures as set forth within the RFQ.

Scheduled interviews with respondents may be required by the PVSC. Interviews may or may not become part of the overall criteria for evaluation.

V. BACKGROUND

The Passaic Valley Sewerage Commission (PVSC) owns and operates a wastewater treatment facility located in Newark, New Jersey. PVSC is the largest wastewater treatment facility in New Jersey and among the largest in the United States. The PVSC wastewater facility is a pure oxygen activated sludge secondary treatment plant designed to achieve a monthly average effluent five day carbonaceous biochemical oxygen demand ($CBOD_5$) concentration of 25 mg/L and a monthly average effluent total suspended solids (TSS) concentration of 30 mg/L. PVSC's district is comprised of both separate and combined sewer systems. The plant is designed to treat an average of 330 MGD of wastewater. The current annual average flow is 226 MGD and its wet weather treatment capacity is 400 MGD through the secondary treatment facilities.

The 140-acre plant contains more than eight (8) miles of access roads, more than one (1) mile of 15-foot-wide utility tunnels, 41 miles of interceptor sewers (3ft.-12ft. Dia.), storm drains, 5 mile outfall (12ft. Dia.), miles of process pipes, thousands of instruments and valves, hundreds of pumps, and a 450-ft long bridge over Doremus Avenue. In the early 1980's, PVSC underwent a major expansion. Most of the current process facilities and equipment were installed and placed in service at that time, with continued maintenance and improvements since then.

The PVSC is soliciting a Statement of Qualifications from Consultants to provide comprehensive planning, design, bench scale and pilot studies and other services intended to supplement PVSC's Engineering, Process Control and Operations forces as needed. In this respect, the respondents shall supply resources in sufficient strength to meet the requirements of PVSC in the technical areas referenced in the Scope of Work.

PVSC intends to qualify multiple firms for a one (1) year period, which is effective one year from the Notice of Award date. The qualified Firms may or may not be assigned work as a result of this Request for Proposal process. Project teaming is discouraged, therefore firms that submit SOQ involving subcontracting, partnering or otherwise teaming with other consulting firms will not be considered or otherwise evaluated by PVSC, and will be disqualified for all work under this assignment during the one year period.

VI. SCOPE OF WORK

1.0 GENERAL

The consultant shall have the necessary qualifications and experience to assist PVSC with professional services relevant to the typical processes/systems found within the PVSC facility. Typical processes/systems include, but are not necessarily limited to:

- Collection systems, combined and separately sewered including ancillary equipment associated with these systems.
- Grit and Screening removal facilities
- Pump stations (up to 250 MGD per pump)
- Traveling Bridge Primary Settling Tanks

- Secondary Settling tanks with slip tube sludge withdrawal mechanisms
- Chambers, channels, tunnels, docks and bridges.
- Cryogenic Oxygen Production
- Oxygen Dissolution and biological secondary treatment
- Liquid Waste and Septage receiving facilities
- Sludge handling facilities including gravity thickeners, thickening centrifuges, Wet Air Oxidation, sludge settling tanks, recess plate and frame filter presses, dewatering centrifuges, sludge storage tanks and sludge storage facilities.
- Nutrient Removal, including both biological and chemical methods for water and sludge streams as well as side streams.
- High Voltage Substations and Electrical distribution systems
- Cogeneration and Heat Recovery
- Instrumentation and Controls including SCADA
- Pneumatic, screw type and belt conveying systems
- Various odor control devices, including but not limited to Regenerative Thermal Oxidizers, chemical and biological scrubbers.
- Sodium Hypochlorite Disinfection
- Sodium Bisulfite Dechlorination
- Process Evaluation capabilities, including, but not limited to, computational fluid dynamic modeling, Biowin process modeling and InfoWorks sewer system modeling
- Environmental monitoring surveys, including Quality Assurance Project Plan Development, ambient monitoring for conventional pollutants, clean metals techniques and toxic pollutant monitoring with clean techniques (such as monitoring as required for PCBs utilizing analytical method 1668A)
- Ambient stream modeling in tidal and non-tidal water bodies
- Permit Compliance including NJPDES discharge permits Title V Air Permit, DPCC and SPCC permitting and plans, Treatment Works Approvals, Waterfront Development permitting, Army Corps Permits, Soil Erosion and Sediment Control Permits and other NJDEP land use permits
- Bench scale and pilot studies including laboratory analyses, field sampling and data analysis

Additional ancillary mechanical, electrical, process equipment, etc. necessary to support the PVSC operation.

The services indicated below will be assigned on an as needed per project basis. All notes, calculations, studies, and computer documents generated for projects assigned under this appointment shall be the property of PVSC and turned over to PVSC at the conclusion of the assigned project. The Consultant assigned specific projects shall provide PVSC with monthly progress reports and conduct monthly progress meetings.

2.0 TYPICAL PROJECT SERVICES AND DELIVERABLES

The professional services that will be provided by qualified consulting firms will typically include some or all of the following services.

A. STUDY AND REPORTS:

- Preparation of technical reports, studies, and certifications. Including review and evaluation of field data/ reports and provide recommendations.
- Develop project and risk management plans, including preliminary designs, engineer estimates, life cycle cost analysis and project schedules.
- Preform Condition Assessments and Development of Basis of Design Reports (BODR) suitable for submission with project permit applications and support the selection of equipment to be incorporated into design.
- Review and Preparation of Operation and Maintenance manuals including lesson plans and training.
- Assistance with reviewing, oversight and monitoring technical services performed by outside consultants.
- Permit preparation.
- Preparation of standard operation, lock out/tag out procedure, for operations, maintenance and engineering.
- Bench scale and pilot studies including laboratory analyses, field sampling and data analysis.

B. DESIGN SERVICES:

- Perform site investigations to confirm as built conditions.
- Perform an environmental survey prior to preparing the preliminary design.
- Provide surveying services, including: planimetric, topographic, property, underground, soil erosion, slope failure, and GPS, etc.
- Electrical, Mechanical, Control, Instrumentation and equipment testing if necessary.

- Provide civil, landscaping, structural, mechanical, electrical, HVAC, process, civil, instrumentation, architectural, and plumbing design. Include additional specialty design activities to support the project scope.
- Provide planning and preparation of easement and/or related documentation for construction activities.
- Monthly Progress meetings.
- Provide regulatory permit applications and submittals.
- Provide calculations for any improvement and existing use of the system.
- Provide utility coordination with local jurisdictions, governments, agencies, and interested stakeholders.
- Provide Traffic Control planning.
- Provide Sequence of construction planning.
- Provide detailed project schedule and its critical path.
- Geotechnical exploration and baseline reports
- Surveying
- Provide construction engineer estimate.
- Value Engineering
- Drafting and scanning services utilizing the latest version of ACAD and most current 3-d modeling methods.
- Production of construction documents, construction cost estimates, and technical specifications.
- Submit 30%, 60%, 90% and final design documents, per schedule for PVSC review.
- Preparation and submission of NJEIT funding project documentation.
- Process Evaluations including, but not limited to, computational fluid dynamic modeling, physical modeling, Biowin process modeling and InfoWorks sewer system modeling
- Environmental monitoring surveys, including Quality Assurance Project Plan Development, ambient monitoring for conventional pollutants, clean metals techniques and toxic pollutant monitoring with clean techniques (such as monitoring as required for PCBs utilizing analytical method 1668A)
- Ambient stream modeling in tidal and non-tidal water bodies

- Permit applications, updates and Permit Compliance assistance for NJPDES discharge permits Title V Air Permit, DPCC and SPCC permitting and plans, Treatment Works Approvals, Waterfront Development permitting, Army Corps Permits, Soil Erosion and Sediment Control Permits and other NJDEP land use permits

C. <u>BIDDING ASSISTANCE</u>:

Upon acceptance of the final Design and Contract Documents, the Respondent shall assist PVSC in soliciting of Bids for each of the individual construction contracts, including, but not limited to:

a. Advertise, dispense bid documents, maintain records of prospective bidders to whom documents had been issued and received, and process the Contractors deposits or charges for bidding documents.

b. Provide twenty-five (25) sets of construction documents for distribution to prospective bidders. The Respondent shall respond to all prospective bidders' questions during the bid phase, and prepare addenda for revisions to the technical specifications and/or drawings, if necessary. The Respondent shall maintain the plan holders list.

c. Hold pre-bid meeting, prepare responses to bidders request for information, and issue addenda to clarify, correct, or change bidding documents.

i. In accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, any pre-bid meetings will be conducted via the Zoom Conferencing Application. A pre-bid meeting, if required, will need to be separately scheduled and hosted by the originator of the Bid documents and the Zoom meeting information will need to be included in the bid documents.

d. Attend bid opening, prepare bid tabulation sheets, receive bid bonds, review and evaluate all bids for completeness, and prepare a bid report with a recommendation to PVSC for the award of the work.

i. In accordance with COVID-19 emergency public health regulations currently issued by the State of New Jersey, bid openings will be conducted via the Zoom Conferencing Application. Interested parties and members of the public will be able to listen to the hearing and participate during the appropriate public question and comment section.

e. Conform all contract documents to include: highlighted/ballooned addenda, executed agreement, performance bonds, payment bonds, environmental maintenance bonds, certificates of insurance, etc. and issue eight (8) sets of conformed documents of which two (2) sets will be distributed to PVSC and six (6) sets will be distributed to the Contractor as "Issued For Construction" documents.

D. DESIGN SERVICES DURING CONSTRUCTION

- Issue Notice to Proceed
- Construction Liaison and Administration
- Pre-construction Meeting, Construction Site Visits and Progress Meetings
- Baselines and Benchmarks
- Approval of Manufacturers/Vendors
- Review of Shop Drawings
- Evaluation of Contractor Initiated Substitutions
- Testing
  - Inspections and Tests
  - Defective Work
- Requests of Clarifications and Interpretations; Field Orders
- Preparation of Design Related Change Orders
- Contractor Payment Requests
- Startup Services
- Post Construction Assistance
  - Substantial Completion
  - Record Drawings
  - Develop O&M Manuals (N.J.A.C. 7:14A-6.12)
  - Contract Closeout Assistance
  - Final Notice of Acceptability of the Work
  - Facility startup, commissioning and training plans

E. RESIDENT PROJECT REPRESENTATIVE (RPR)

Provide full time RPR services to assist with observation during construction. The RPR shall have the representative experience based on project assignment and include the following:

- Full time construction observation
- Liaison between the contractor, design engineer, PVSC and NJEIT
- Coordinate with other ongoing construction projects and maintain plant operations
- Attend Conferences and Meetings
- Review Schedules
- Record Shop Drawings and Samples
- Report to Engineer when Interpretation of Contract Documents are needed
- Consult with Engineer on Inspections, Tests, and System Startups
- Review of Work and Rejection of Defective Work
- Maintain approved Records
- Prepare daily Reports

- Review Payment Requests
- Verify and review as-builts, Certificates, Operation and Maintenance Manuals
- Prepare punch list

F. STAFF AUGMENTATION

On occasion the PVSC may need to supplement existing resources with additional Consultant resources to help progress development of construction contract documents of an existing Project.

This staff augmentation would provide the traditional consulting services required in each Phase of the Project life cycle, including preparation of facility planning documents, basis of design reports, detailed design drawings and specifications, design services during bidding, and design services during construction. The specific discipline and associated services for each Task will be set forth in the Scope of Work.

G. OTHER SPECIALTY SERVICES (THESE SERVICES MAY REQUIRE COMPONENTS OF THE ABOVE LISTED SERVICES)

- Building sub code official reviews and project inspections for Construction code compliance.
- Asbestos abatement
- Auditing Services
- Licensed site remediation professional services
- Bridge inspections
- Energy Agent/Audit/Consulting Services
- Instrumentation and Control/ Automation/SCADA
- Hydraulics and Hydraulic modeling
- Process Modeling
- Physical Modeling
- Ambient Water Quality Modeling
- Environmental Monitoring
- Information technology (IT) / Business process services
- HV Electric/substations
- Corrosion Engineering and Inspection Services
- Geographic Information Systems
- Archeologist
- Cultural Resources Consulting services
- Sludge Digestion and Side stream treatment
- Easements and Acquisition
- Asset Management

- Marine Inspection/Diving Services
- Maintenance Management Consulting Services
- Clean Water Act Regulatory Assistance
- Dredging
- Land Use Permitting
- Public Works and Infrastructure
- Documentation and record management services.
- SCADA Integration Services
- Insurance Broker of Record Services- Property and Casualty Coverage
- Insurance Risk Management
- Grant Writing Services
- ***Any other general consulting services not listed that the consultant of firm would like PVSC to review for consideration as part of the RFQ. These services are not limited to Engineering and Related Services.***

VII. STATEMENT OF QUALIFICATIONS SUBMISSIONS

The Statement of Qualifications shall include, as a minimum, the following information:

a. Cover sheet utilizing the form of correspondence on Page 23.

b. Executive Summary

c. All information required to demonstrate compliance with the PROFESSIONAL EVALUATION AND RANKING METHODOLOGY, Section IV of this RFQ.

d. Team organization chart.

e. Names and resumes for the key positions. Also indicate home office location for each person.

f. List of any work performed in past 10 years, for PVSC, as either a prime or subcontractor.

g. Provide a list of any legal judgments against your firm or any member of the firm within the past five (5) years associated with project performance or professional liability.

h. Completed and executed attachments or certifications attached to this RFQ.

Statement of Qualifications may also contain any other information that the Respondent believes will help demonstrate the Respondent's qualifications relative to the evaluation criteria. However, exclusive of resumes, required forms and documents associated with required forms, the Qualification Proposal shall be limited to 40 pages. Resumes are separately limited to 1 page per resume.

If the Respondent is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional engineering services in New Jersey as part of this agreement, it shall upon execution of this agreement provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56.

All Statement of Qualifications to this RFQ shall be addressed to Mr. Thomas A. Fuscaldo, Clerk. Two (2) copies of the Statement of Qualifications should be submitted as well as one (1) electronic copy on CD Rom or other DAS device.

VIII. COMPUTER INTERNET COMMUNICATION

Following an assignment under this appointment and the Notice To Proceed, the Contractor may be required to utilize the Program Management Information System (PMIS). The PVSC is using PMWeb as the project management collaborative software tool for construction projects. All project documentation will be posted to this system. The Consultant is required to utilize PMWeb for the duration of this project, including project closeout, and shall provide all project information via this program. This includes, but is not limited to contracts, applications for payment, change orders, requests for information, submittals, daily reports, etc.

The Consultant shall electronically scan all documents not created in PMWeb. These scanned document files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.

All reports shall be produced in the latest version of MS Word for Windows. All spreadsheets shall be produced using the latest version of MS Excel for Windows, and all drawings shall be produced in the latest version of AutoCAD. All documentation shall be turned over to PVSC in the latest electronic (AutoCAD, Word, Excel) format.

IX. FURTHER INFORMATION

Further information may be obtained by calling the following PVSC Staff Members:

Engineering Consulting Services- John Bolcar, Chief Engineer at (973) 817-5790, or via e-mail at JBolcar@pvsc.com

General Consulting Services- Thomas Fuscaldo, Purchasing Agent/Clerk at (973) 817-5702, or via e-mail at TFuscaldo@pvsc.com.

X. CONTRACTING PROCESS

General

As professional consulting services needs are identified for individual projects of the type and size contemplated under this solicitation, PVSC will solicit proposals from the list of qualified firms based on the practice areas they have been qualified for. Contracts will be awarded on a project by project basis utilizing the form of contract included in Attachment I. The PVSC does not guarantee that the qualification of a respondent will result in a contract for professional services. The PVSC will maintain sole discretion in the assignments of projects.

Process

As professional services needs are identified for various projects of the type and size contemplated under this procurement, PVSC will develop a request for proposals (RFP) for each project. The RFP may include:

- A general scope of work that will describe the facilities or systems to be studied, designed or constructed.
- The project objectives and requirements
- The general scope of services which will be further developed as part of the consultants technical proposal, deliverables and the required completion date
- Any other Proposal submittal requirements and relevant information

Based on the scope of work defined for the project, PVSC will determine the professional services and practice areas that will be needed to complete the work. Pre-qualified firms with the representative experience and qualifications may be invited to provide proposals for that project. PVSC may limit the invitation based on the size, budget and needs of the project. It is PVSC's intent to seek proposals from the prequalified firms to expedite the selection process, however PVSC reserves the right to solicit proposals from all firms or a limited number of firms at PVSC's sole discretion that is in the best interest of the project and PVSC.

The invited firms will be asked to submit a technical proposal in response to each RFP. The technical proposal shall include, but not necessarily be limited to, the following information:

- Work plan that demonstrate the consulting firm's understanding of the project and its approach to successful execution
- Summary of expertise that is especially relevant to the project
- Project manager who will be managing the project, discipline leads, individual(s) in responsible charge, and other key personnel who will be assigned to the project identifying experience relevant to the project
- Detailed project schedule
- Labor distribution showing the personnel assigned to each task, the number of hours estimated for each person by task, extended number of hours for each task, and the total number of hours for the project
- In addition, in a separate sealed envelope, each firm will be asked to provide a budget broken down by task and showing the number of labor hours, direct payroll rates, billing rates, and lump sum amount for each task and for the entire project. Proposals in which costs are not submitted separately will be subject to immediate rejection with no further consideration or evaluation.

Before opening the cost envelope, PVSC will evaluate the proposals on the responsiveness to

the project requirements. Following the evaluation review, cost envelopes will be opened and reviewed. Subsequently, PVSC will enter into contract negotiations until a contract is successfully awarded. PVSC reserves the right to select the proposal which best meet its needs for the project as solely determine by PVSC's judgment.

Each contract will specify the individual project title, scope of work, project objectives and requirements, scope of services and deliverables to be provided by the selected Consultant, key personnel, work plan, required completion date(s), schedule, and costs negotiated for that project assignment.

XI. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

XII. MANDATORY ANTI-DISCRIMINATION LANGUAGE

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

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

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

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.

XIII. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder submit proof of New Jersey Business Registration prior to the time a contract is awarded.

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

Proof of registration shall be a copy of the bidder's New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.shtml

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

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) During the term of this contract, the contractor and its affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

XIV. ACKNOWLEDGEMENT OF CLARIFICATIONS

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

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

XV. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Per N.J.S.A. 52:15C-14(d) *et seq.*, the Respondent shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

XVI. INTEGRITY OVERSIGHT MONITOR ACT

Should you be issued an assignment related to PVSC's Superstorm Sandy Resiliency program. The Respondent agrees to ensure that proper internal controls are in place such that projects are in compliance with the requirements of **Integrity Oversight Monitor Act, P.L. 2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.).**

The Integrity Oversight Monitor Act was enacted authorizing the deployment of oversight monitors in the implementation of recovery and rebuilding contracts, resulting from Superstorm Sandy and other major storms in NJ, in order to prevent, detect, and remediate waste, fraud, and abuse.

XVII. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

http://nj.gov/comptroller/sandytransparency/contracts/sandy?.

The contract resulting from this RFQ is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

PVSC RESPONDENTS' CHECKLIST

VENDOR: _____

Item/Attachment	Respondent Initials
Letter of Qualification	
A. Certification of Insurance	
B. Conflict of Interest Statement	
C. Proposal Signature Form	
D. Financial Disclosure – Chapter 51-E.O. 333 Certification	
E. Statement of Ownership	
F. Disclosure of Investment/Prohibited Activities in Iran	
G. Mandatory Affirmative Action Language	
H. New Jersey Business Registration	
I. New Jersey Executive Order 189	
J. Form of Contract	
K. Acknowledgment of Amendment or Clarifications	

PLEASE NOTE:

Original signatures are required on all forms.

SAMPLE
LETTER OF QUALIFICATION

(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE TO THIS LETTER)

Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105
Attention: Mr. Gregory A. Tramontozzi, Executive Director

Dear Mr. Tramontozzi:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) PROFESSIONAL CONSULTING SERVICES- issued by the PVSC ("PVSC"), dated November 12, 2026 in connection with the PVSC's need for Professional Consulting Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of

_____.
Company Name

_____ _____
Company Officer Company Officer

Dated: _____ Dated:_____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant must execute this Letter of Qualification

ATTACHMENT A

CERTIFICATION OF INSURANCE

I HEREBY CERTIFY THAT MY OFFICE CARRIES INSURANCE ADEQUATE TO COVER PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC") AND PROTECT PVSC FOR ANY ERROR OR OMISSION BY THE UNDERSIGNED THAT CREATES LIABILITY TO PVSC. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY WHATSOEVER THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF PVSC. I HAVE ATTACHED HERETO COPIES OF THE DECLARATION PAGES OF EACH SUCH POLICY THAT I ASSERT DOES OR CAN PROTECT ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE MIGHT ENGAGE ON BEHALF OF PVSC.

I FURTHER CERTIFY THAT THE POLICIES OF INSURANCE THAT ARE CARRIED BY MY OFFICE SHALL CONTINUE TO BE CARRIED DURING THE ENTIRE TERM OF MY APPOINTMENT AS EMPLOYEE BENEFIT CONSULTING/INSURANCE BROKER OF RECORD SERVICES PROVIDER, IN THE EVENT THAT MY OFFICE IS SELECTED TO SERVE IN THAT CAPACITY. IN THE EVENT THAT THE DECLARATIONS PAGE(S) SUBMITTED HEREWITH SHOWS THE POLICY OR POLICIES OF INSURANCE WILL LAPSE DURING THE COURSE OF THE TERM OF MY APPOINTMENT, I WILL PROVIDE TO PVSC A COPY OF THE RENEWAL POLICY DECLARATION PAGE. I FURTHER CERTIFY THAT THE RENEWED POLICY SHALL HAVE THE SAME OR GREATER LIMITS OF LIABILITY AS THE ONE PROVIDED FOR THE BEGINNING OF MY APPOINTMENT.

CERTIFYING OFFICIAL: NAME:_____

TITLE:_____

SIGNATURE:_____

DATE:_____

ATTACHMENT B

CONFLICT OF INTEREST CERTIFICATION

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

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

Applicant Signature:_____

Typed Firm Name:_____

Title:_____

Date:_____

ATTACHMENT C

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

CERTIFYING OFFICIAL: NAME: _____

TITLE_____

SIGNATURE: _____

DATE:_____

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM

Passaic Valley Sewerage Commission

Two-Year Chapter 51 /Executive Order 333 Vendor Certification and
Disclosure of Political Contributions for Non-Fair and Open Contracts

FOR STATE USE ONLY

Solicitation, RFP, or Contract No._____ Award Amount_____

Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L.2023, c.30? Yes ☐ No ☐

Description of Services _____

State Agency Name _____Contact Person _____

Phone Number _____Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____Zip _____ Phone _____

Vendor Email_____ Vendor FEIN (SS# if sole proprietor/natural person)_____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write
☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
☐ Partnership: LIST ALL PARTNERS with any equity interest
☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC	**10% and greater shareholders of a corporation or all shareholders of a PC**
_____	_____
_____	_____
_____	_____
_____	_____

All Equity partners of a Partnership	**All Equity members of a LLC**
_____	_____
_____	_____
_____	_____
_____	_____

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial candidate.

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

Part 3: Certification (Check one box only)

(A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.

(B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.

(C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.

(D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**

2. **All reportable contributions made by or attributable to the business entity have been listed above.**

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.

b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.

c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

4. During the term During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

ATTACHMENT E

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

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 _____ (Affiant)

_____ , 2 _____.

_____

(Notary Public) (Print name of affiant and title if applicable)

My Commission expires: (Corporate Seal if a Corporation)

ATTACHMENT F: Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

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

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

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

☐	*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*
OR	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

ATTACHMENT F: Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the **Name of Contracting Unit** *is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the* ***Reference to Contracting Unit*** *to notify the* ***Reference to Contracting Unit*** *in writing of any changes to the answers of information contained herein.*

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the ***Name of Contracting Unit*** *and that the* ***Reference to Contracting Unit*** *at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

ATTACHMENT G

P.L.1975.C.127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative C**

ATTACHMENT H

PROOF OF NEW JERSEY BUSINESS REGISTRATION

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

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

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

www.nj.gov/treasury/revenue/busregcert.htm

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

(1) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

(2) During the term of this contract, the contractor and its affiliates must collect and remit to Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State.

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

ATTACHMENT I

Notice of Executive Order 189 Conflicts of Interest in Public Contracting

1. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52: 14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.

2. The rules and regulations referred to in Paragraph 1 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:

    a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52: 1 3 D- 13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52: 13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A 52:13D-I3g.

    b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

    c. No vendor may, directly or indirectly undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

    d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

    e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

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

ATTACHMENT J- FORM OF CONTRACT

PLEASE NOTE: Attachment I is included with this document to provide proposing firms with a sample Form of Contract which will be provided to the awarded firm for execution upon completion of an applicable RFP process from those firms qualified under this process. The actual agreement with the awarded firm will include documentation submitted during the applicable Request for Proposal process as well as the terms, conditions, and compensation proposal submitted during the specific Request for Proposal process to provide and accomplish the project scope of work as described in Section Five (Pages 4-8) of this document and as may be negotiated thereafter.

AGREEMENT BETWEEN

PASSAIC VALLEY SEWERAGE COMMISSION

AND

(AWARDED FIRM)

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

ATTACHMENT J- Form of Contract cont.

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

PASSAIC VALLEY SEWERAGE COMMISSION
600 Wilson Avenue
Newark, New Jersey 07105

(hereinafter, "PVSC")

and

(AWARDED FIRM)
(hereinafter, "Consultant")

WHEREAS, PVSC received proposals from _____ respondents, with Consultant being most qualified respondent based on price and other factors; and

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

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

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

I. CONSULTANT'S SERVICES

A. Description of Consultant's Services. In addition to performing all services set forth in this Agreement, Consultant shall perform the services described and detailed in the Proposal and the RFP. In the event the Proposal, the RFP, this Agreement, and PVSC Resolution No. XX-16, (Exhibit B) dated _____, 2026, are in conflict, the provisions, terms and conditions of this Agreement and PVSC Resolution No. XX-26, dated _____, 2026, shall bind the parties.

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

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

ATTACHMENT I- Form of Contract cont.

II. METHOD OF PAYMENT

A. Fees. (AS PER INDIVIDUAL RFP REQUIREMENTS)

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

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

III. INSURANCE

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

a.	Workers' Compensation Insurance in compliance with the laws of the State of New Jersey	$500,000/$500,000/$500,000
	Employers Liability Coverage in the amount of	$1,000,000
b.	Comprehensive General Liability and Bodily Injury, including death	$1,000,000 each occurrence
	Combined Single Limit	$1,000,000 each occurrence
c.	Comprehensive Automobile Liability, Bodily Injury, Property Damage	$1,000,000 each occurrence
	Combined Single Limit	$1,000,000 each occurrence
d.	Professional Liability	$1,000,000 per claim and annual aggregate

PVSC and its Commission, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its Commission, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its Commission, officers, directors, employees, and agents have been named as additional insureds. Depending on the specific scope of work and project engagement of a potential award for professional consulting services under this qualification process, a higher amount of Professional Liability coverage may be requested.

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

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

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

IV. INDEMNIFICATION

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

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

V. PENALTIES AND FINES

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency (EPA) and/or the New Jersey Department of

Environmental Protection (NJDEP), due to any negligent act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

VI. NEW JERSEY LAW

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

VII. CHANGES

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

VIII. SUSPENSION OR ABANDONMENT

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

IX. TERMINATION OF AGREEMENT

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

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

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

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

X. SUCCESSORS AND ASSIGNS

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

XI. AFFIRMATIVE ACTION

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

In addition, the Consultant agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation 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 race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation 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 canceled 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.

XII. CERTIFICATE OF AUTHORIZATION

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

XIII. BUSINESS REGISTRATION CERTIFICATE

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

> N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)
>
> Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;
>
> For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
>
> A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of $25.00 for each day of violation, not to exceed $50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

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

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Exhibit D, and the Statement of Ownership in Exhibit E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey

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

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

C. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

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

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

D. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:
http://www.state.nj.us/treasury/purchase/execorder134.htm.

XV. AMERICANS WITH DISABILITIES ACT OF 1990

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

XVI. CLAUSES REQUIRED BY LAW

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

XVII. COUNTERPARTS

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

XVIII. INCORPORATION OF RECITALS

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

XIX. COMPLETE AGREEMENT

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

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

Attest: PASSAIC VALLEY SEWERAGE COMMISSION

By:_____ By: _____

Thomas A. Fuscaldo Gregory A. Tramontozzi

Clerk Executive Director

ATTACHMENT J- Evaluation Sheet

RFP/ NUMBER:

CRITERIA	PROPOSER /SCORE (1-12.5)
The background, qualifications, skills and experience of the firm and its staff	
The firm's degree of expertise concerning the area at issue	
The compensation proposal set forth in detail	
PVSC's prior experiences with the firm	
The firm's familiarity with the work, requirements, and systems of PVSC	
The firm's proposed approach to the issues raised in the project description or specifications	
The firm's capacity to meet the requirements of the project at issue	
The firm's references	
TOTAL SCORE:	

Comments:

ATTACHMENT K
ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS/CLARIFICATIONS

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

REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES

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

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

CLARIFICATION____ AMENDMENT _____ #1, DATED, _____

CLARIFICATION____ AMENDMENT _____ #2, DATED, _____

CLARIFICATION____ AMENDMENT _____ #3, DATED, _____

CLARIFICATION____ AMENDMENT _____ #4, DATED, _____

PART II: ____ NO CLARIFICATIONS OR AMENDMENTS WERE RECEIVED IN CONNECTION WITH THIS RFQ/P.

DATE: _____

NAME: _____

SIGNATURE: _____DATE:_____