



Passaic Valley Sewerage Commission

"Protecting Public Health and the Environment"

REQUEST, SOLICITATION AND INVITATION FOR PROPOSAL FOR THE POSITION OF PASSAIC VALLEY SEWERAGE COMMISSION INDEPENDENT AUDITING SERVICES PROVIDER

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Executive Director

SUBMISSION DEADLINE

11 A.M. SEPTEMBER 29, 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: PVSC INDEPENDENT AUDITING SERVICES PROVIDER



“Protecting Public Health and the Environment”

**REQUEST, SOLICITATION AND INVITATION
FOR PROPOSAL FOR THE POSITION OF
PASSAIC VALLEY SEWERAGE COMMISSION
INDEPENDENT AUDITING SERVICES PROVIDER**

Notice is hereby given that sealed 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 Commission (“PVSC”), County of Essex and State of New Jersey for consideration of INDEPENDENT AUDITING SERVICES. Notice of the appointment to the position of INDEPENDENT AUDITING SERVICES along with time and format is attached hereto at Pages 2 and 3 hereof. You must comply strictly with the submission requirements set forth herein.

The original and five copies of the proposal must be received at PVSC, 600 Wilson Avenue, Newark, New Jersey 07105 on or before September 28, 2026 at 11:00 o’clock a.m. Your proposal must be submitted in the form required on Page 2 and 3 hereof and as otherwise required herein. No late submissions will be accepted All properly qualifying proposals shall be publicly opened, announced, read aloud, and recorded on **Tuesday, September 29, 2026, at 11:00 o’clock a.m.** in the PVSC Purchasing Department, Administration Building. Members of the public may attend the opening via the Zoom Conferencing Application at <https://pvsc.zoom.us/j/2496333971>. Members of the public may attend the opening via telephone by dialing (646) 876-9923], access code 249 633 3971.

INDEPENDENT AUDITING SERVICES PROVIDER

I. INTENT

The Passaic Valley Sewerage Commission ("PVSC"), County of Essex and State of New Jersey intends to appoint and fill the position of INDEPENDENT AUDITING SERVICES provider. The scheduled (subject to change) date of the contract will be on or about December 10, 2026. Sealed proposals will be received and opened at the times, dates and place set forth in the notice attached at Page 1, hereof.

The General Criteria articulated herein at Section IV for the selection of INDEPENDENT AUDITING SERVICES PROVIDER 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.

The successful proposal shall become a part of the signed contract upon award and execution of said contract. There will be no award or appointment to the position of INDEPENDENT AUDITING SERVICES PROVIDER until formal approval by PVSC has been made by resolution or Executive Directive.

As per the provisions of the Passaic Valley Sewerage District Act at 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 proposals submitted. PVSC shall be the sole judge of the benefits to PVSC represented by the submissions pursuant to this Request, Solicitation and Invitation for Proposal. The basis of the award is the proposal most advantageous to PVSC, price and other factors considered.

II. INSURANCE

This Request, Solicitation and Invitation for Proposal is for the appointment of a professional or quasi-professional position with PVSC or a position for which there is a bidding exemption under the Local Public Contracts Law *N.J.S.A. 40A: 11-1 et seq.* Each proposer should have a Certificate of Insurance indicating coverage for the following:

1. Statutory Worker's Compensation and Employer's Liability Insurance
2. General Liability Insurance
3. Automobile Injury and property damage coverage Insurance
4. Professional Liability Insurance

Attached hereto at Attachment A is the Certification of Insurance. Said Certification must be executed and documents attached thereto by the proposer to the extent that the proposer believes that the attachment of such documents provides proof of insurance for appropriate purposes. Declaration pages shall be attached showing current protection.

During the term of the contract, it shall be the responsibility of the proposer/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 that receives the appointment.

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

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 (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.

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

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), including whether all "principals" of the proposer 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.htm>

IV. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

A. GENERAL CRITERIA

1. Professional qualifications;
2. Experience generally in the proposer's profession, including exposure to issues likely to be of assistance in serving as an INDEPENDENT AUDITING SERVICES PROVIDER
3. Knowledge of PVSC and the annual auditing issues of a wastewater treatment facility such as PVSC.
4. Absence from client base of any client(s) who is currently or has in the past five years done business with PVSC. In the alternative, the proposer can articulate the name(s) of such clients and the nature of that client's business with PVSC. For purposes of this subparagraph, "doing business with PVSC" includes vending or other contractual obligations to PVSC or being an applicant before PVSC. Attachment B, Conflict of Interest Certification, must be executed.
5. Compensation proposal set forth in detail, including request for benefits, if any.
6. Other factors if demonstrated to be in the best interest of PVSC.

B. RANKING METHODOLOGY

1. The background, qualifications, skills and experience of the firm and its staff
2. The firm's degree of expertise concerning the area at issue
3. The compensation proposal set forth in detail
4. PVSC's prior experiences with the firm
5. The firm's familiarity with the work, requirements, and systems of PVSC
6. The firm's proposed approach to the issues raised in the project description or specifications
7. The firm's capacity to meet the requirements of the project at issue
8. The firm's references

V. SCOPE OF WORK

The scope of work consists of all financial activities of the Passaic Valley Sewerage Commission for the fiscal year ending December 31, 2026. The PVSC issues financial statements that are based on a regulatory basis of accounting established by the State of New Jersey, a comprehensive basis of accounting other than Generally Accepted Accounting Principles. The PVSC is subject to the auditing requirements of Government Auditing Standards (Yellow Book), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 and NJ 15-08-OMB.

5.1 SPECIFIC REQUIREMENTS

The contractor shall audit the financial statements of the PVSC in accordance with the generally accepted government auditing standards (GAGAS) as codified in Government Auditing Standards, issued by the Comptroller General of the United States, as may be periodically revised, and in accordance with all applicable federal rules, regulations, circulars, and scope of its licensure.

The contractor shall assess whether internal controls established by management within the Using Agency are functioning and effective and shall report on such internal controls in accordance with Government Auditing Standards.

The contractor shall issue a report on the fairness of presentation of the financial statements in accordance with the basis of accounting described in section 5.2, as determined by the auditing procedures applied.

The contractor shall make comments and recommendations for the improvement of design and operation of the internal control system through the issuance of management letters if appropriate.

5.2 AUDIT AND ACCOUNTING STANDARDS

The financial statements are prepared to conform with a regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The Auditor's opinion will be directed toward the fairness of presentation of financial statements in accordance with such regulatory basis of accounting. The auditor will also be required to comply with all applicable Federal and state laws including Generally Accepted Government Auditing Standards (GAO Yellow Book) and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 and NJ 15-08-OMB, as applicable.

5.3 WORKING SPACE

The PVSC will arrange and provide working space for the contractor's auditors and/or consultants.

5.4 ENTRANCE CONFERENCE

An entrance conference or engagement meeting will be held between the PVSC and the Auditors to discuss in detail the scope and purpose of the audit.

5.5 FRAUD, SUSPICION OF FRAUD, OR RECORDS UNABLE TO BE AUDITED

Upon the suspicion or recognition of fraud, major accounting system deficiencies, or material misstatements of accounts, the contractor shall immediately contact the appropriate officials of the PVSC. The contractor may be required to provide a written report to the Using Agency detailing the nature of the findings in these situations.

If the contractor determines at any time during the audit that the records are not auditable or lack documentation, which may result in a material effect on the financial statements and which may lead to a disclaimer of opinion, the contractor shall immediately notify the appropriate officials of the PVSC. Within five (5) days of such oral notification, a follow-up letter is required that details the reasons why the records are not auditable or why a disclaimer of opinion is necessary. The contractor shall not perform any further work on that program until advised to do so by the PVSC.

5.6 EXIT CONFERENCE

Upon completion of the audit and prior to submittal of the final report or at any other time so designated by the PVSC or deemed necessary by the contractor, the contractor will meet with the PVSC Board Audit Committee to discuss the results of the audit and any associated findings, if any.

5.7 AUDIT REPORTS

5.7.1 PRELIMINARY REPORT

The contractor shall prepare a preliminary (draft) audit report and shall attend a formal exit conference with the PVSC Board Audit Committee to discuss all parts of the preliminary report. Copies of the preliminary audit report must be provided to the PVSC at least five (5) working days prior to the exit conference.

5.7.2 PROGRESS REPORTS

The PVSC may require the contractor to provide periodic progress reports. These reports shall be in a format to be determined by the PVSC.

5.7.3 FINAL AUDIT REPORT

The PVSC shall notify the contractor of the number of final copies to be delivered. An electronic copy in PDF format shall be provided. The distribution of these reports shall be conducted by the PVSC, except such reports which may be required by rule or regulation to be filed by the audit firm.

5.8 WORKING PAPERS

As part of any normal audit, an auditor maintains working papers consisting of notes and written records created during the performance of the audit. The contractor shall create and maintain audit working papers while performing the work of this contract. Audit working papers are not a deliverable during the performance of this contract and payments are not dependent on the presentation of working papers to the PVSC. As part of generally accepted auditing standards, however, the contractor shall create files of working papers related to all the audits of all the funds.

The contractor shall make available to the PVSC for inspection or review, the working papers developed during the engagement at any given time during the course of the audit, at the conclusion thereof, and/or any time (see below) thereafter. These papers shall include:

- Facts gathered and documents obtained
- Computations and analyses performed
- Other pertinent data relating to the audit

The working papers shall be maintained in the contractor's office as backup record for the audit. The contractor's audit working papers shall be indexed in a logical manner and shall contain evidence that each working paper or group of working papers has been subjected to appropriate supervisory review. The contractor's working papers shall be clearly titled, dated, and show the name of the auditor preparing the working paper.

The contractor shall retain the working papers for a period of five (5) years from the date of State acceptance of the final audits, and the retained working papers shall be available for review by the staff of the State Auditor and the Department of the Treasury, including representatives of the PVSC at their respective office locations (or in the contractor's local office after expiration of the contract) at any time during the retention period. The contractor shall make the working papers

and any other information related to the audits available to any future replacement auditing contractor during the retention period specified herein. There shall be no separate payment to the contractor for providing access to the working papers as long as that access is requested during the retention period specified herein, even if the contract has expired. Failure to make working papers available on request shall be a contract non-performance item subject to RFP Section 5.11 Remedies for Failure to Comply with Material Contract Requirements.

Crosswalks shall be part of the contractor's working papers and shall be available for review by the PVSC and State or Federal Auditors. The contractor's audit of the crosswalks shall show the various groupings of account balances on the trial balance and their cumulative dollar amount on each line item of the fund's corresponding financial statements, namely, the statement of assets, liabilities and reserves and the statement of revenues, expenditures and changes in reserves which are part of the published audit reports.

The contractor shall retain ownership of working papers.

5.9 NEW JERSEY REGISTERED MUNICIPAL ACCOUNTANT

All final audit reports submitted by the contractor to the PVSC shall be certified by a New Jersey Registered Municipal Accountant (RMA) employed by the contractor.

5.10 LITIGATION SUPPORT

Litigation support is not included in the bid price. The contractor shall provide expert testimony when necessary regarding any litigation resulting from audit work done as part of this contract. Expert testimony support shall be provided at the hourly rates and by the labor titles listed on the contractor's budget for litigation support.

5.11 GASB CONSULTING

The auditors will be consulted on an occasional basis throughout the year as an informational resource. Dependent on the level of services required, PVSC may request from the auditor a statement of work for GASB implementations. All work under this section will be conducted at the hourly rates listed on the contractor's RFP submission.

5.12 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, PVSC may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed PVSC by the defaulting contractor.

5.13 STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL – Proposers should submit a technical proposal that contains the following:

1. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
2. The proposing Company must have more than 5 years' experience as a Auditing firm practicing in the State of New Jersey.
3. A list of current governmental entity clients.

4. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
5. Statement that neither the firm nor any individuals assigned to this engagement are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

VI. CONTRACT PERIOD

Contract period is to conduct INDEPENDENT AUDITING SERVICES for the PVSC covering all financial activities of the Passaic Valley Sewerage Commission for the fiscal year ending December 31, 2026 and at the option of PVSC, two one-year extensions for the periods ending December 31, 2027 and December 31, 2028. The period of responsibility is anticipated to be on or about January 1, 2027 through December 31, 2029. All contracts are contingent on funding.

VII. PROPOSAL FORM

APPOINTMENT OF INDEPENDENT AUDITING SERVICES PROVIDER

All proposals submitted in response to the within Request, Solicitation and Invitation for proposal shall utilize the form of correspondence on the next page hereof as the cover sheet of such proposal. There shall be attached to said letter/cover sheet succeeding pages setting forth your proposal/responses. Your proposal must follow the format herein at Pages 1 through 15. In order for your proposal to meet the requirements of the Request, Solicitation and Invitation, the form of correspondence set forth herein below shall be fully completed and executed. Attachments or certifications set forth as attachments or certifications A, B, C, D and E attached to this form, shall be completed and originally executed. Failure to attach required documents is cause for disqualification.

All erasures and/or changes to the original documentation submitted must be initialed by the individual making modifications to the proposal. Use separate and additional pages to respond specifically to each Section, specifically Section IV hereof, which sets forth the criteria that PVSC will utilize in evaluating your proposal and determining the selection of the INDEPENDENT AUDITING SERVICES PROVIDER. In the event that the proposal is being made by a firm containing more than one person, the first page of the proposal, in the cover letter set forth on the next page, shall also recite the name of the managing partner, if any, and the name of the individual that the firm will assign to do the work of PVSC.

VIII. Mandatory Equal Employment Opportunity language

Proposer agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules. The mandatory language which is more specifically set forth in Attachment F and applicable regulations 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.

IX. Proof of New Jersey Business Registration

N.J.S.A. 52:32-44 requires that each proposer submit proof of New Jersey Business Registration with the proposal. All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an

individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

IX. Proof of New Jersey Business Registration (continued)

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

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

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

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

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

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

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

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

the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

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

XI. 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.

XII. 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 "J"), 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.

XIII. 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.

Date:

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

Dear Mr. Tramontozzi:

The undersigned hereby submits the enclosed proposal for the position of INDEPENDENT AUDITING SERVICES PROVIDER.

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

SIGNATURE

BUSINESS NAME

Type or Print Full Name

Title

Date

Telephone Number

Fax-Telephone Number

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 AUDIT 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: _____



State of New Jersey
Two-Year Chapter 51/Executive Order 117 Vendor
Certification and Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

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
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ 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.

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.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf>

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-20.13 (See **Information and Instructions form.**)

- 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 or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

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

Remove Contribution

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.**

Part 3: Certification

- (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.**

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:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. 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:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

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 _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

ATTACHMENT E

STATEMENT OF OWNERSHIP
NOTICE FOR CORPORATIONS AND PARTNERSHIPS

Chapter 33 of the Public Laws of 1977 (N.J.S.A 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10) % or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | | |

Please check the appropriate paragraph:

() I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.

() I certify that no one individual owns 10% or more of the undersigned.

NAME OF CONSULTANT _____	_____
SIGNATURE OF PRESIDENT, VICE PRESIDENT	PRINT NAME/TITLE

THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY SEWERAGE COMMISSION

OWNERS

NAME:	NAME:
HOME	HOME:
ADDRESS:	ADDRESS:

PERCENTAGE OF OWNERSHIP: _____ PERCENTAGE OF OWNERSHIP: _____

PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY

RFP/BID: **Procurement and Contract Management Consultant** Bidder/Offeror: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates **is** listed on the New Jersey Department of Treasury Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name

(Print) _____ **Signature** _____

Title _____

Date: _____

ATTACHMENT G

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) -CONTINUED

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

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- 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 the RFP process. The actual agreement with the awarded firm will include documentation submitted during the Request for Proposal process as well as the terms, conditions, and compensation proposal submitted during the 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. XX-20
PVSC Agreement No. XXXX
Dated: _____, 2026

ATTACHMENT I- 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-20, 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.

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

ATTACHMENT I- Form of Contract cont.

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

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

IV. INDEMNIFICATION

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

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

V. PENALTIES AND FINES

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

ATTACHMENT I- Form of Contract cont.

VI. NEW JERSEY LAW

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

VII. CHANGES

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

VIII. SUSPENSION OR ABANDONMENT

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

IX. TERMINATION OF AGREEMENT

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

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

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

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

X. SUCCESSORS AND ASSIGNS

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein

ATTACHMENT I- Form of Contract cont.

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

ATTACHMENT I- Form of Contract cont.

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

ATTACHMENT I- Form of Contract cont.

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

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

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

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

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

ATTACHMENT I- Form of Contract cont.

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>.

E. 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: _____
Matthew F. Murray
Clerk

By: _____
Gregory A. Tramontozzi, Esq.
Executive Director

ATTACHMENT I- Evaluation Sheet

RFP/ NUMBER: Independent Auditing Services

CRITERIA	PROPOSER /SCORE (1-12.5)
	VENDOR NAME/CRITERIA SCORE
The background, qualifications, skills and experience of the firm and its staff	
The firm's degree of expertise concerning the area at issue	
The compensation proposal set forth in detail	
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:

EXHIBIT A

PROPOSAL COST FORM/SIGNATURE PAGE

To the Passaic Valley Sewerage Commission:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services (Page 4 Services 1-3) attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the same for:

1. \$ _____

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

Yes

No

*Attach Fee Schedule if Applicable

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

Company

Federal ID # or Social Security #

Address

Signature of Authorized Agent / Date

Type or Print Name

Telephone Number

Fax Number

Email Address _____