

**NEW JERSEY WATER SUPPLY AUTHORITY  
CLINTON, NEW JERSEY**

**INVITATION FOR BIDS**

**WSA-B21035**

**PURCHASE OF ONE (1), NEW, BOBCAT S770 T4  
RUBBER TIRE SKID STEER  
LOADER, OR AUTHORITY APPROVED EQUAL  
INCLUDING ATTACHMENTS**

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## **SECTION I - PURPOSE and INTENT**

### **A. Purpose of Solicitation**

This Invitation for Bids (IFB) is being released by the New Jersey Water Supply Authority, hereinafter referred to as the "Authority," to obtain bids for the Purchase of One (1) 2021 or Newer, Bobcat S770 T4 rubber tire skid steer loader, or Authority approved equal including attachments (also referred to as the "Unit").

### **B. Requesting Agency**

The Authority was created by an Act of the New Jersey Legislature on October 7, 1981 and operates and maintains wholesale water supply facilities, including the Spruce Run/Round Valley Reservoir Complex, the Delaware and Raritan (D&R) Canal Transmission Complex, and the Manasquan Reservoir Water Supply System in accordance with the provisions of the New Jersey Water Supply Authority Act (N.J.S.A. 58:1B-1 et seq.). The Authority also operates the Manasquan Water Treatment Plant for and under the terms of an agreement with the Southeast Monmouth Municipal Utilities Authority.

## **SECTION II - BID INFORMATION**

### **A. Issuing Office**

This Invitation for Bids (IFB) is issued by the New Jersey Water Supply Authority Procurement Office, which is the sole point of contact for purposes of this solicitation.

### **B. Bid Preparation**

The Bidder shall follow the instructions contained in Section II, paragraph F, and Section V of this document in preparing and submitting its bid.

### **C. Rejection and Selection of Bids**

The Authority reserves the right to reject any or all bids, to waive informalities and/or minor irregularities and to award a contract to the Bidder(s) best meeting specifications and conditions.

### **D. Revisions to the Invitation for Bids**

In the event it becomes necessary to revise any part of this IFB prior to the public opening of the bids, it will be done by issuance of an addendum no less than five (5) days in advance of the date required for submission of the bids. Each addendum will become an integral part of the bid documents and will be posted on the NJWSA Procurement web page at [www.njwsa/procurement](http://www.njwsa/procurement). The Bidder must acknowledge receipt of each addendum, if any, on the "Notices" form of the bid package located in the Appendices hereof.

### **E. Response Date**

In order to be considered for selection, bids must arrive at the issuing office on or before the date and time specified on the Bid Form. Bidders forwarding their bids via the U.S. Post Office mail service, overnight express services or by courier should allow for timely delivery of their bids to the issuing office. The Authority shall not be responsible for late postal, overnight express or courier deliveries. Delivery dates imprinted on bid packages and/or postmark dates will not be considered in honoring bids, nor will the Authority consider any bids transmitted by electronic means. (Fax, telephone, computer, etc.) Failure of the Bidder to have the Sealed Bid reach the Authority by the prescribed time will result in a return of the submission unopened and unread.

#### **F. Bidders Proposal**

In order to be considered for selection, the Bidder must submit a complete response to this IFB in accordance with the format in Section V. **Partial bids will not be accepted.** The complete bid package should be returned sealed in an envelope identifying the Bid. Bids will be publicly opened and read at the office of the Authority, 1851 Route 31, Clinton, New Jersey 08809 on the date and at the time specified on the Bid Form.

#### **G. Non-Collusion Certification**

All bidders must complete the Non-Collusion Affidavit evidencing the bid has been submitted in good faith. This form is located in the appendices hereof.

#### **H. Pre-qualification by Another Agency**

Each Bidder is hereby put on notice that pre-qualification with the State of New Jersey, or any agency or subdivision thereof, may or may not serve as a basis to qualify the Bidder for the award of services stated herein. The Bidder should not generally rely on the pre-qualification received from another agency for evidence of qualifications required herein.

#### **I. Acceptance of Bid Content**

The contents of the bid of the successful Bidder and the contents of this Invitation for Bids and any Addenda thereto, will become a part of any Contract/Purchase Order Agreement awarded.

#### **J. Obligations of Bidder**

The Bidder is required to carefully examine the bid documents, and specifications before submitting a bid. The submission of a bid will be considered the Bidder's representation that the Bidder has made such an examination and understands the conditions to be encountered; the character, quality and quantities of work to be performed; the material(s) to be furnished; and the requirements of the specifications and bid form. The Authority will make no allowance or concession for a Bidder's failure to examine the bid documents and specifications before submitting a bid.

#### **K. Withdrawal of Bid**

Bidders may withdraw, modify, alter or amend bids by written request received by the Authority prior to the date and time set for the opening of the bids. After such time a Bidder may not withdraw his bid unless the Authority fails to accept it within ninety (90) days after the date of bid opening.

## **L. Tax Exemptions**

With respect to goods sold and/or the performance of work in the State of New Jersey, the Bidder is directed to the New Jersey State Sales and Use Tax Act. The Authority is an exempt organization of the type described in subsection (a) of Section 9 of the Act, therefore, the Bidder shall not include in the bid price any amounts for New Jersey State Sales and Use taxes on the goods and/or services requested under this bid. A copy of the exemption certificate is available upon request.

## **M. Completing Bid Form**

- (1) The Bidders Total cost must be stated in writing on the Authority's Bid Form. Failure to do so shall be cause for automatic rejection of the bid.
- (2) Any corrections to entries made on Bid Forms shall be initialed by the person signing the form.
- (3) Where applicable, Bidders must quote unit prices for all items or insert the words "no bid" where appropriate.
- (4) In the case of inconsistencies or errors in unit prices, extensions, and totals, the Authority shall have the sole discretion to make determinations with regard to same.

## **N. Non-discrimination/Affirmative Action Requirements**

Bidders shall agree to the N.J.S.A. 10:2-1, as supplemented by P.L. 1975, c. 127, and all Affirmative Action Regulations issued pursuant to P.L. 1975, c. 127. These provisions are set forth in Section III at Article L thereof.

## **O. Diane B. Allen Equal Pay Act**

On April 24, 2018 Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L.2018, c.9). Bidders shall agree to the provisions as set forth in Section III at Paragraph M thereof.

## **P. Americans with Disabilities Act**

Bidders are advised that the Contractor and the Owner do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement, as set forth in Section III at Paragraph N thereof.

**Q. Business Certification**

Bidders will be required to comply with provisions of N.J.S.A. 52:32-44, procedures relative to registration of certain businesses. These provisions are set forth in Section III Paragraph O thereof.

**R. Restrictions on Political Contributions**

Pay to Play Prohibitions: pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the legislation.

Political Contribution Disclosure: the contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, 3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1 (888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

**S. Conflict of Interest Law**

Each Bidder must comply with the New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 through 27. If the low or successful Bidder is a member of the Legislature or is a State officer or State employee or if the Bidder is a business entity of which more than ten (10%) percent is owned or controlled by a member of the Legislature or State



officer or State employee, approval of the Joint Legislative Committee on Ethical Standards or the Executive Commission on Ethical Standards, as the case may be, must be received by the Authority within ten (10) days of notice to the Bidder that its bid was the low or successful bid. Failure to comply with the above or any provision of the New Jersey Conflict of Interest Law will result in disqualification of the bid. The Bidder is to detail this information on the "Ownership Disclosure Form" located in the Appendices hereof.

#### **T. Interpretations and Addenda**

All questions about the meaning or intent of the Invitation for Bids shall be submitted to the Authority in writing. In order to receive adequate consideration, questions should be received by the Authority at least ten (10) days prior to the date fixed for the opening of Bids. Any question(s) which in the opinion of the Authority require(s) interpretations or clarifications will be answered by Addenda in accordance with paragraph D above. The Authority will not be responsible for oral interpretations or clarifications, which anyone presumes to make on their behalf.

#### **U. Set-off for State Tax**

All Bidders are advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, 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 or services 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

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

#### **V. Protests against Award**

The Authority will notify all bidders in writing of the most responsive bid. Any objection to the decision of the Authority must be submitted in writing to the Contract and Risk Manager within five (5) working days of issuance of said written notification by the Authority. Any objection filed must set forth specific grounds for challenging the award.

**W. Standards Prohibiting Conflict of Interest**

Bidders are advised that the following prohibitions on Contractor activities shall apply to all contracts made with the Authority, pursuant to Executive Order No. 189 (1988), as set forth in Section III at Paragraph S thereof.

### **SECTION III - CONTRACT INFORMATION**

#### **A. Award of Bid**

The successful Bidder shall be given a Notice of Intent to Award from the Authority upon being selected as the vendor to provide the services so stated in Section IV of the solicitation.

#### **B. Purchase Order Agreement Information**

The Bidder to whom the award is made will be required to execute a Purchase Order Agreement and will also be required to furnish the necessary Certificate(s) of Insurance within ten (10) days after Purchase Order Agreement is presented to him for signature.

The Purchase Order Agreement will become effective from the date of execution by the Authority.

The Contractor's bid prices shall be firm and not subject to increase during the effective period of the agreement. Payment will not be rendered by the Authority without the Purchase Order Agreement number appearing on the Seller's invoice(s).

#### **C. Price Changes**

All prices shall be firm and not subject to increases during the period the Purchase Order Agreement is in effect. Any reduction in costs will be noted and invoiced on the basis of reduced prices.

#### **D. Prime Vendor Responsibilities**

The successful Vendor shall be required to assume sole responsibility for delivery of said equipment offered in the bid, whether or not he/she is the manufacturer or producer of the unit. The Authority will consider the selected Vendor to be the sole point of contact with regard to Purchase Order Agreement matters.

#### **E. Delivery Information**

The Vendor shall deliver the unit, completely assembled and ready for use, to the Authority between the hours of 8 a.m. and 2 p.m. on regular scheduled Authority workdays. Deliveries outside of these hours will not be accepted.

Unless noted otherwise in the specifications, all prices for items in bids are to be submitted F.O.B. Destination. Bids submitted other than F.O.B. Destination may not be considered. Regardless of the chosen method of shipment, Vendor shall assume all liability and responsibility for the delivery of the unit in good condition to the Authority.

The Vendor shall deliver the unit proposed herein complete, within **ninety (90)** calendar days from the execution date of the Purchase Order Agreement by the Authority.

**DESTINATION**

New Jersey Water Supply Authority  
D & R Canal  
770 Bear Tavern Road  
West Trenton, New Jersey

**F. Final Acceptance**

Acceptance of the skid steer loader will be based upon a thorough inspection by Authority personnel. Any deficiencies found shall be noted by the Vendor and corrected at the earliest possible time. Processing of the Vendor's invoice and Purchase Order Voucher for payment may be delayed until all deficiencies, if any, are corrected.

**G. Guarantee**

The Vendor shall guarantee that the skid steer loader and all the component parts comply with these specifications. Where component manufacturer warranty is employed, the vendor shall furnish proof that the warranty has been registered with the manufacturer and is in force.

**H. Amendments**

This resulting agreement may be modified or amended only by a written instrument executed by the Authority and the Vendor.

**I. Manuals**

The Vendor shall supply the number/type of manuals specified in the attached Specifications, per Section IV.

The manuals shall be delivered directly to the New Jersey Water Supply Authority: **D&R Canal, 770 Bear Tavern Road, West Trenton, NJ**, upon delivery of the Unit. **FAILURE TO SUPPLY THESE MANUALS MAY HOLD UP PROCESSING OF INVOICE AND VOUCHER FOR PAYMENT.**

**J. Training**

Complete instruction on the operation and maintenance of the skid steer loader and a demonstration on the operation of the unit shall be offered by the Vendor.

**K. Indemnification**

The Vendor will indemnify, defend and save harmless the Authority, its officers and/or agents against any claim, liability or loss for personal injury, property damage or workmen's compensation, or any other type of claim wheresoever recognizable, they or any of them may be put by reason of injury to the person or property of another, whether or not the damage is caused by the Vendor or its servants or subcontractors, or otherwise, from any improper or defective materials or machinery, implements or appliances used.

**L. Nondiscrimination/Affirmative Action Provisions**

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 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.17:27-5.2**, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time

to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

**M. Diane B. Allen Equal Pay Act**

On April 24, 2018 Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L.2018, c.9). The law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or any Instrumentality of the State for "qualifying services" or "public works" must provide to the Department of labor and Workforce Development – upon commencement of the contract - wage and demographic data for employees who are employed in connection with the contract for "public works" and for all employees relative to "qualifying services". The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked for each employee.

The Department of labor and Workforce Development is required by the Act to retain these records, and to make the information available to the Division of Civil rights, and, upon request, to employees and their authorized representatives. Two forms, as required by the law, are to be completed by employers. The forms should be used to report the employee's wage and demographic data and can be found on the LWD website (<http://www.nj.gov/labor/equalpayact>).

**N. Americans with Disabilities Act**

The Contractor and the Authority do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Authority pursuant to this Agreement, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the Contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the

Authority incurs any expenses to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the Contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this Paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## **O. BUSINESS CERTIFICATION**

Pursuant to N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Authority.

During the course of contract performance:

- (1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.



- (2) the Contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Contractor shall submit to the Authority a complete and accurate list of all subcontractors, including subcontractors added after execution of this contract, their addresses, and proof of business registration.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**Emergency Purchases or Contracts:**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

**P. SUBCONTRACTING REQUIREMENT**

Pursuant to N.J.S.A. 52:32-17 et seq., N.J.A.C. 17:13-4 et seq. and Executive Order No. 71, and, the Authority suggests that the prime Contractor consider awarding twenty-five percent (25%) of this contract to New Jersey based, Division of Revenue-Small Business Enterprise Unit registered small businesses.

Should the Contractor propose to utilize a subcontractor(s) to fulfill any of its obligations, the Contractor shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority.

The Contractor must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of the IFB.

The Contractor should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subcontractor is designated to perform.

The Contractor should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Contractor's proposal.

Invoices presented to the Authority for payment must include verifiable information as to the payments made to each of the eligible subcontractor(s) during the period covered by the prime contractor's invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime Contractor.

**Q. Indemnification**

The Contractor will indemnify, defend and save harmless the Authority, its officers and/or agents against any claim, liability or loss for personal injury, property damage or workmen's compensation, or any other type of claim where so ever recognizable, they or any of them may be put by reason of injury to the person or property of another, whether or not the damage is caused by the Contractor or its servants or subcontractors, or otherwise, from any improper or defective materials or machinery, implements or appliances used.

**R. Set-Off for State Tax**

The Contractor is advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, 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 or services 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

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

**T. Standard Prohibiting Conflicts of Interest**

The following prohibitions on Contractor activities shall apply to all contracts or purchase agreements made with the Authority, pursuant to Executive Order No. 189 (1988): 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 Authority officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Authority 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 partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13G; b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from any Authority 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 Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or service by or to the Authority 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 Authority 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 Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee; e) No vendor shall cause or influence, or attempt to cause or influence, any Authority 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; and f) the provisions cited above in a through e shall not be construed to prohibit an Authority 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 promulgate under Paragraph C.

#### **U. Effective Date of Contract**

The contract time will commence to run on the thirtieth (30th) calendar day after the contract has been signed by both the Authority and the Contractor or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) calendar days after the contract has been signed by both parties.

#### **V. Entire Contract**

Provisions contained herein or incorporated herein by reference constitute the entire contract and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.

**SECTION IV- GENERAL REQUIREMENTS/SPECIFICATION**

*(Under separate cover)*

## **SECTION V – BID FORMAT AND CONTENT REQUIREMENTS**

Each Bidder is to follow the instructions contained in this section for submission of its quotation. Any deviation from these procedures will be cause for rejection of the quotation.

The completed bid package containing all of the following should be returned to the issuing office (sealed in an envelope with the bid number/title clearly identifying the bid), bound firmly together along one edge by staple or binder, in the order presented herein:

- A. Bid Form
- B. Stockholders Disclosure Form
- C. Bidders Affidavit Form
- D. Non-Collusion Affidavit Form
- E. Notices
- F. Affirmative Action Questionnaire
- G. Subcontractor Utilization
- H. Business Certification
- I. Bidders Equipment Qualification
- J. State of NJ Information and Certifications (only to be completed by low bidder, upon notification by the Authority)
  - 1. Ownership Disclosure Form
  - 2. Disclosure of Investigations and Actions Involving Bidder Form
  - 3. Disclosure of Investment Activities in Iran Form
  - 4. Source Disclosure Form
  - 5. MacBride Principles Certification Form
  - 6. Vendor Certification and Political Contributions Disclosure Form
  - 7. Two Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contribution Form

**STOCKHOLDERS DISCLOSURE FORM**

New Jersey Water Supply Authority  
Post Office Box 5196, 1851 Hwy. 31  
Clinton, New Jersey 08809

Number: WSA B21035

Bidder: \_\_\_\_\_

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

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

CITY & STATE: \_\_\_\_\_

List the names and addresses of all individuals, partnerships, corporations or any other owner having 10% or greater interest in the corporation or partnership named in Item 1. If a listed owner is a corporation or partnership, then list the names and addresses of holders of 10% or more interest in that corporation or partnership. If additional space is necessary, list on an attached sheet. If there are no owners with 10% or more interest in your company, enter "NONE" below. Complete affidavit at bottom of form. If this has already been submitted to the Procurement Officer, use the form for any changes and complete the affidavit.

NAME	STREET/ CITY/TWP/ COUNTY/ STATE/ ZIP

PRESIDENT OF FIRM (TYPE OR PRINT NAME): \_\_\_\_\_ PHONE: \_\_\_\_\_

- I certify that:
- List of stockholders names and addresses has been submitted to the New Jersey Water Supply Authority and it is current and correct to the best of my knowledge, with the exceptions as listed above.
  - The list of stockholders names above is current and correct to the best of my knowledge.
  - There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.
  - Firm is a sole ownership and not subject to corporation or partnerships disclosure requirement.

Signature of Authorized Representative \_\_\_\_\_

Type or Print Name \_\_\_\_\_ Title \_\_\_\_\_

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

New Jersey Water Supply Authority  
**BIDDERS AFFIDAVIT FORM**  
WSA B21035

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.: \_\_\_\_\_

\_\_\_\_\_ )  
being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(title)

of the \_\_\_\_\_ who signed  
(name of Bidder)

the Bid form, that he/she was duly authorized to sign and that the bid is the true offer of the Bidder, and that all the declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires:  
\_\_\_\_\_

New Jersey Water Supply Authority  
**NON-COLLUSION AFFIDAVIT FORM**  
**WSA B21035**

STATE OF NEW JERSEY)  
COUNTY OF \_\_\_\_\_ ) ss.:

I, \_\_\_\_\_, live at \_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

I am of full age and being duly sworn according to law on my oath depose and say:

1. I am \_\_\_\_\_ (title) of the (Firm), who has made the proposal for the construction of the above named Project.
2. I executed the Proposal with full authority to do so.
3. The fee proposal is genuine, submitted in good faith and not a sham.
4. Neither the Firm nor any of its employees or agents have, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project. I further certify that neither the Firm, nor any of its employees or agents, have directly or indirectly with any other firms or person colluded to put in a sham fee proposal or refrain from submitting a Proposal, and have not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the fee of the Firm or of any other firms to secure any advantage.
5. All statements contained in this Proposal and Affidavit are true and correct and were made with full knowledge that the New Jersey Water Supply Authority relies upon the truth of the statements contained in the Proposal and the truth of the statements contained in this Affidavit, in awarding the Contract for the Project. I am aware that I am personally subject to the penalties of perjury, as is the Firm, if statements made herein are untrue.
6. I further warrant that no person or selling agent has been employed or retained to solicit or secure this Contract under an agreement or understanding for a commission, percentage, brokerage or contingent fee. If the Firm engages bona fide employees or a bona fide established commercial or selling agency to perform any similar related acts, the names are set forth as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (see N.J.S.A. 52:34-15)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name of Affiant)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

(SEAL)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021



New Jersey Water Supply Authority  
**NOTICES FORM**  
**WSA B21035**

Unless changed by written notice, given by either party to the other, addresses of the parties shall be as follows:

The Authority:

Executive Director  
New Jersey Water Supply Authority  
1851 Route 31, PO Box 5196  
Clinton, NJ 08809  
Telephone (908) 638-6121  
Fax (908) 638-5241

Bidder/Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

The undersigned hereby acknowledges receipt of the following (addendum) (addenda) if any:

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

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

New Jersey Water Supply Authority  
**AFFIRMATIVE ACTION FORM**  
**WSA B21035**

FOR PROCUREMENT AND SERVICES CONTRACTS

No firm may be issued a contract unless they comply with the Affirmative Action regulations.

An employee information report must be completed and returned prior to or at the time of an award. An affirmative action plan approved by the Federal Government or the State of New Jersey Affirmative Action Office is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIVE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATION, WE WILL SEND YOU THE AFFIRMATIVE ACTION DOCUMENTS FOR COMPLETIONS PRIOR TO THE AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVE IT.

- A FEDERAL CERTIFICATE OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE ENCLOSED WITH BID.)
- A STATE OF NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE OF APPROVAL HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)
- AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302) MUST BE SUBMITTED TO THE PROPER OFFICES AS INDICATED ON SAID FORM. [http://www.state.nj.us/treasury/contract\\_compliance/forms.shtml](http://www.state.nj.us/treasury/contract_compliance/forms.shtml)

**I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.**

Firm Name: \_\_\_\_\_

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

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

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

**SUBCONTRACTORS UTILIZATION FORM**

Number: **WSA B21035**

New Jersey Water Supply Authority  
P.O. Box 5196, 1851 Route 31  
Clinton, New Jersey 08809

SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE AND TELEPHONE NUMBER	REGISTERED/CERTIFIED WITH NJ DEPARTMENT OF COMMERCE				TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT(S)
	Small Business Category					
	I	II	III			

**I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available. I further certify that all information contained in this Plan is true and correct and I acknowledge that the Authority will rely on the truth of the information in awarding the contract**

**PRINCIPAL OF FIRM:**

\_\_\_\_\_

(SIGNATURE)

(TITLE)

(DATE)

New Jersey Water Supply Authority  
**BUSINESS CERTIFICATION FORM**  
**WSA B21035**

FOR PROCUREMENT OF GOODS, SERVICES AND PUBLIC WORKS

No firm may be issued a contract unless they comply with the Law pursuant to N.J.S.A. 52:32-44. A contractor shall provide proof of valid business registration with the Division of Revenue in the Department of the Treasury to the New Jersey Water Supply Authority; no contract shall be entered into by the New Jersey Water Supply Authority unless the contractor first provides proof of valid business registration.

A subcontractor under any contract with the New Jersey Water Supply Authority shall provide proof of valid business registration with the Division of Revenue to any contractor; verification information shall be forwarded by the contractor to the New Jersey Water Supply Authority. No subcontract shall be entered into by any contractor under any contract with the New Jersey Water Supply Authority unless the subcontractor first provides proof of valid business registration.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIVE BIDDER AND HAVE NOT YET COMPLIED WITH THE BUSINESS REGISTRATION ACT, WE WILL SEND YOU THE BUSINESS REGISTRATION DOCUMENTS FOR COMPLETIONS PRIOR TO THE AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVE SAME.

- A STATE OF NEW JERSEY BUSINESS CERTIFICATION CERTIFICATE OF APPROVAL HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)
- A REPORT MUST BE SUBMITTED TO THE PROPER OFFICES AS INDICATED ON SAID FORM. <http://www.nj.gov/treasury/revenue/busregcert.shtml>

**I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.**

Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

New Jersey Water Supply Authority  
Clinton, New Jersey 08809

New Jersey Water Supply Authority  
**BIDDERS QUALIFICATIONS**  
**WSA B21035**

Bidders submitting a bid for “Approved Equal” equipment must indicate in SECTION IV-SPECIFICATIONS the make and model number of the skid steer loader. In addition, the Bidder shall provide detailed manufacturing specifications with sufficient detail, as necessary.