

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

**INVITATION FOR BIDS**

**WSA-B22014W**

**for**

**Purchase & Delivery of  
Water Treatment Chemicals**

**at the**

**Manasquan Water Supply System  
Water Treatment Plant  
2061 Hospital Road  
Allenwood, New Jersey**

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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 and delivery of the following Water Treatment Chemicals:

1. Sodium Hypochlorite, bulk liquid.
2. Polyaluminum Chloride, bulk liquid.

### **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 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) calendar 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 response to this IFB in accordance with the format in Section V. **Bidders may submit a sealed bid for one (1) or any combination of the products specified in Section IV of the IFB. The Authority will award contract(s) to the responsive vendor(s) supplying the lowest cost for each chemical category.** 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 set forth in Section V at paragraph D thereof.

**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 awarded.

**J. Mandatory Pre-Bid Meeting**

There is no mandatory pre-bid site meeting required for this procurement.

**K. 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.

**L. 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.

**M. 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.

**N. Completing Bid Form**

- (1) The Bidder's 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) Bidders may quote prices for either one or both chemicals.
- (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.
- (5) The Authority reserves the right to accept any item or group of items of any bid.

**O. Nondiscrimination/Affirmative Action Requirements**

Contractors shall agree to the N.J.S.A. 10:2-1, as supplemented by N.J.S.A. 10:5-31 et seq., and all operative Affirmative Action Regulations issued pursuant to N.J.S.A. 10:5-31 et seq. These provisions are set forth in Section III at Paragraph F thereof.

**P. 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 N.J.S.A. 34:11-56.14. Bidders shall agree to the provisions as set forth in Section III at Paragraph G thereof.

**Q. 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 thereto, are made a part of this Agreement, as set forth in Section II at Paragraph H thereof.

**R. 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. Pursuant to N.J.S.A. 52:32-31.1 et seq., N.J.A.C. 17:14-1.1 et seq., the Authority suggests that the prime Contractor consider awarding three percent (3%) of this contract to New Jersey based, Division of Revenue-Small Business Enterprise Unit registered disabled veteran businesses. The provisions are set forth in Section III paragraph J thereof.

If the Bidder intends to utilize subcontractor(s), the Subcontractor Utilization Plan (Section V, Paragraph H) must also be completed and submitted with the bid indicating the subcontractor(s) participating, the subcontractor(s) small business category, and the type and estimated value of the subcontract. Note that a Bidder’s failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets with the bid or within ten (10) days upon request shall preclude award of a contract to the Bidder.

**S. Business Registration Certification**

The Authority requires the Contractor to provide valid proof of business certification with the State of New Jersey Division of Revenue (Business Certification) prior to contract execution (N.J.S.A. 52:32-44). These provisions are set forth in Section III paragraph I thereof.

**T. 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 or 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.

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/>.

**U. 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 "Stockholders Disclosure Form" located in the Appendices hereof.

**V. Insurance**

Insurance requirements are set forth in Section III at Paragraph L thereof. A Certificate of Insurance shall be submitted to the Authority within ten (10) days after the contract is presented to the Contractor for signature.

**W. 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) calendar 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.

**X. 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.

**Y. 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 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.

**Z. Safety Requirements**

The New Jersey Water Supply Authority has determined that the worksite conditions of this project constitute a potential for serious injury if appropriate safety measures are not followed by all personnel involved. When working on the project, the successful Contractor will be required to comply with all OSHA and New Jersey Water Supply Authority safety requirements.

Prior to commencement of any work on this project the successful Contractor will be required to coordinate all relevant safety related matters with the New Jersey Water Supply Authority Safety Coordinator.

**AA. Security Requirements**

Throughout the duration of the contract, contractors, their agents, subs and representatives must maintain security protocols established by the Authority while working in and around secured areas. Contractors will coordinate job site access on a daily basis with the Authority assigned project manager. Buildings; pumping stations, vaults, chambers, towers or fenced and gated areas that are normally locked, must not be

left open and unattended.

Contractor shall adequately secure and protect its tools equipment, materials and supplies. The Authority assumes no liability for any damage, theft or negligent injury to contractor's property.

**AB. 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 T thereof.

## **SECTION III – PURCHASE ORDER AGREEMENT INFORMATION**

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

The Bidder(s) 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 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**

A Purchase Order Agreement shall be issued to the most responsive Bidder(s), effective for a period of twelve (12) months from the date of execution of the Agreement by the Authority.

The Vendor'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. Payment Procedures**

The Authority shall render payments based upon the contractor's application for payment during the performance of the agreement. At the conclusion of each delivery, the seller shall submit an invoice to the Authority referencing the Purchase Order Agreement number and the release number for that delivery. The Authority shall render payment. Terms are net thirty (30) days from date of product receipt.

Acceptance by the Vendor of said payments shall operate as, and shall be, a release to the Authority from all claims and liability to the Vendor or others for anything done or furnished for and pursuant to the provisions of the agreement.

The Authority reserves the right to make such audits of directly relevant records of the Contractor, as it may deem advisable, during the performance of this agreement and for three (3) years from the date of final payment.

The Contractor shall further maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request, subject to N.J.A.C. 17:44-2.2.

### **D. Default**

The Authority, by written notice of default to the Vendor, may terminate the whole or any part of this agreement in any one of the following circumstances:

- (1) If the Vendor fails to make delivery of supplies or to perform the services within the time specified herein or any extension thereof.
- (2) If the Vendor fails to perform any of the other provisions of the Purchase Order Agreement, or so fails to make progress as to endanger performance of the Purchase Order Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of seven (7) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure; or
- (3) If the Vendor becomes insolvent or goes into liquidation or receivership or admits to the benefits of any procedure for the settlement of debts or be declared bankrupt; or

In each and every instance stated above, the Authority may procure, upon such terms and in such a manner as the Authority may deem appropriate, supplies or services the same as or similar to those so terminated, and the Authority may proceed to avail itself of any and all appropriate remedies.

If, after notice of termination of the agreement under this provision, it is determined for any reason that the Vendor was not in default, the Purchase Order Agreement shall be equitably adjusted to compensate for such termination and the Purchase Order Agreement modified accordingly. The rights provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Purchase Order Agreement.

#### **E. 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.

#### **F. State Nondiscrimination/Affirmative Action Provisions**

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

The Vendor, 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 vendor 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 Vendor, 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 Vendor, 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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**.

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

Pursuant to **N.J.S.A. 34:11-56.14(b)**, any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified

payroll records required pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Dianne B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at <https://nj.gov/labor/equalpay/equalpay.html>).

LWD forms may be obtained from the online web site at <https://nj.gov/labor/forms/pdfs/equalpayact/MW-562withoutfein.pdf>

## **H. 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 thereto, 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.

## **I. New Jersey Business Registration 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 prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

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 used and their addresses.

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.

## **J. Subcontracting Requirement**

N.J.A.C. 17:13-4 et seq. and Executive Order 71, mandate that if a Contractor proposes to utilize a subcontractor(s), the Contractor must make a good faith effort to award a goal of 25 percent of the dollar value of its contract to eligible small businesses, as follows: with regard to goods and services contracts at



least 10 percent shall be awarded to small businesses whose gross revenues do not exceed \$500,000; at least an additional 15 percent shall be awarded to the additional categories of small businesses whose revenues do not exceed \$12 million or the applicable Federal revenue standards established at 13 CFR 121.201, incorporated herein by reference, whichever is higher. In regard to design and construction contracts, a goal of 25 percent of the total dollar value of its contract to either prime contractors or subcontractors that qualify as small businesses with revenues that do not exceed the annual revenue standards established at 13 CFR 121.201.

N.J.A.C. 17:14-1.1 et seq. mandates that if a Contractor proposes to utilize a subcontractor(s), the Contractor must make a good faith effort to award a goal of 3 percent of the dollar value of its contract to eligible disabled veteran 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.

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.

## **K. Indemnification**

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey (including the New Jersey Water Supply Authority, and the Department of Environmental Protection, State Park Service); and any of their departments, divisions, councils, bureaus, or other agencies or subdivisions, as the case may be from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the Project, or through any act or omission on the part of the Contractor or his agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

In any and all claims against the Authority or its employees by any employees of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification obligation under this Article shall not be limited in any way as to

the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

## **L. Insurance Requirements**

The following insurance is required:

Workers' Compensation - New Jersey Statutory Limits.

Automotive Bodily Injury & Property Damage - in amounts of at least \$1,000,000 single limit.

Vendor's Liability (MNC or CGL form) including personal injury endorsement in amounts of at least \$1,000,000 single limit, or applicable Excess Liability coverage to reach this limit.

Note: If applicable, Vendor shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.

All insurance to be with insurance companies licensed in the State of New Jersey with Best's Key Rating of "A" or better.

The State of New Jersey (including the New Jersey Water Supply Authority, the Department of Environmental Protection, State Park Service, and SMMUA) and its agencies, employees and officers shall be named as an "Additional Insured" with regard to general and automobile liability coverage.

All of the policies of insurance so required to be purchased and maintained (or certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Authority by certified mail. The Vendor shall submit proof(s) of insurance to the Authority for all insurance required under this section.

The Vendor shall not proceed with any work under the Purchase Order Agreement until all required insurance coverages are obtained and bound.

## **M. Delivery Information**

(1) Unless noted otherwise in the specification, all prices for items in bids are to be submitted F.O.B. Destination. Bid submitted other than F.O.B. Destination may not be considered. Regardless of the chosen method of shipment, Seller shall assume all liability and responsibility for the delivery of the requested product meeting specification to the Authority.

Delivery Address:

New Jersey Water Supply Authority  
Manasquan Water Treatment Plant  
2061 Hospital Road  
Allenwood, New Jersey 08720

(2) The Seller shall make every effort to make deliveries between the hours of 8:00 a.m. and 4:00 p.m. on regular scheduled Authority workdays. Deliveries outside those times or days are authorized but only

where delays and/or emergencies have occurred or by Authority authorization. The Seller shall make its best efforts to coordinate deliveries with the Authority under those circumstances.

(3) Seller shall prepare cargo security seals or tags bearing a customer identification number for delivery of product purchased pursuant to this agreement, and communicate the identification number to the Authority no later than ten days after execution of this agreement. The Seller shall secure the cargo with the security seals or tags immediately upon loading of product onto the delivery vehicle.

The Seller shall, no later than ten days after execution of this agreement, provide the Authority with (1) the photographs, names and drivers license numbers of employees/ contractors approved to make deliveries; (2) the vehicle make, model, license plate numbers of the tractor and trailer delivery vehicles(s); and (3) the date(s) of delivery. In the event there is a change in delivery personnel, vehicles or date of delivery, the Seller shall communicate the updated information to the Authority no later than 48 hours prior to delivery.

The Authority may, in its sole discretion, reject deliveries due to Seller's failure to comply with the provisions of this section K(3) at which time, Seller shall immediately remedy the deficiencies.

## **N. 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/>.

## **O. 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 Vendor 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.

## **P. Safety**

The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his or her employees and employees of other contractors or subcontractors; members of the public; and employees, agents and representatives of the Authority, the Engineer, and regulatory agencies that may be on or about the Worksite. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and firefighting equipment and shall take such other action as is required to fulfill his or her obligations under this subsection.

The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

## **Q. Security**

Throughout the duration of the contract, contractors, their agents, subs and representatives must maintain security protocols established by the Authority while working in and around secured areas. Contractors will coordinate job site access on a daily basis with the Authority assigned project manager. Buildings; pumping stations, vaults, chambers, towers or fenced and gated areas that are normally locked, must not be left open and unattended.

Contractor shall adequately secure and protect its tools equipment, materials and supplies. The Authority assumes no liability for any damage, theft or negligent injury to contractor's property.

## **R. Use Tax Collection**

The Contractor or subcontractor and each of their affiliates shall collect and remit to the Director of Division of Taxation in the Department of the Treasury the use tax due on all their sales of tangible personal property delivered into New Jersey.

## **S. 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. Standards 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. 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 SPECIFICATIONS

It is the intent of these specifications to describe and govern the purchase and delivery of the following chemicals to be used in the production of potable water:

1. Sodium Hypochlorite, bulk liquid.
2. Polyaluminum Chloride, bulk liquid.

Any deviations from these specifications must be so listed on an attachment to the Bid. Deviations may be considered as exceptions and may be taken into consideration as to the final acceptability of the product. **The Authority reserves the right to require jar testing on any material proposed to be supplied under this contract to ensure that the proposed chemicals perform as intended.** Bidders are advised that any product that deviates from this specification may necessitate changes to the Authority's operating permit and thus require approval from the Department of Environmental Protection. If deemed necessary by the Authority, no deliveries will be accepted until approval is received.

Bidder shall furnish the information/documentation required in Section V, paragraph G for each chemical proposed to be supplied. Additional information will be required prior to acceptance of deliveries.

### **Delivery of All Chemicals**

Suppliers are required to attach serial numbered, tamperproof security bands to each access port on a delivery tanker truck. This information must be supplied to the Authority prior to delivery, along with information on the driver, the truck and tanker and the expected delivery time. Suppliers shall provide a certified chemical analysis with each delivery to the Authority. The Authority requires that the certified chemical analysis be sent just prior to the delivery by some means of electronic format or with the delivery ticket.

Delivery shall be by tank truck, capable of discharging the liquid to a point ten (10) feet above grade. The Authority will furnish no provision for disposal of product remaining in the discharge line at completion of the delivery. The delivery vehicle shall be equipped to remove the residual product. The delivery vehicle for the polyaluminum chloride shall be a tank truck with center load discharge capability or tank trailers that kneel or drop down to allow product to efficiently evacuate into the Authority's storage tanks.

Deliveries shall conform to standards of the Authority Safety Program as adopted for the handling of chemicals at this facility. A copy of the Authority's safety regulations is available upon request.

Deliveries shall not commence without specific authorization from the Treatment Plant Operator that the delivery vehicle is connected to the proper discharge point and that there is adequate space in the storage tanks for the volume of product to be delivered.

The Authority shall be responsible for accepting only that quantity of product as was specifically ordered. Additional quantities of the product will not be accepted.

It shall be the sole responsibility of the Seller to effect clean-up of any product released due to leakage from or failure of Seller or Delivery Agent equipment or improper action by Seller or Delivery Agent personnel.

**CHEMICAL STORAGE AND USAGE DATA**

<b>CHEMICAL</b>	<b>AVAILABLE STORAGE VOLUME</b>	<b>ANTICIPATED CONTRACT USAGE</b>	<b>MINIMUM DELIVERY REQUIREMENTS</b>
Sodium Hypochlorite	1,600 gallons	21,000 gallons	1,000 gallons
Polyaluminum Chloride	9,000 gallons	490,000 pounds	40,000 pounds

**IMPORTANT NOTES**

All chemical usage figures are for the anticipated contract period that shall be effective March 1, 2022 through March 31, 2022 and are ESTIMATES ONLY, based upon previous usage. Conditions affecting the actual chemical requirements are variable.

Only chemicals that are currently certified to be in compliance with ANSI/NSF Standard 60: Drinking Water Chemicals - Health Effects, will be accepted under this bid.

**1. SODIUM HYPOCHLORITE**

ESTIMATED QUANTITY REQUIRED – 21,000 GALLONS

Product shall conform to or exceed the following: Liquid - 15% NaOCl, AWWA Spec. B300-10. C.A.S. No 7681-52-9.

**Minimum Specifications**

Concentration Trade Percent @ 20 degrees C	15%
Available chlorine gm/l	150
Weight percent	12.5
pH - Standard Units	11.0 - 12.0
Specific gravity @20 degrees C	1.20 - 1.21
Maximum temperature of product at delivery	85 degrees F

**Maximum Specifications**

Insoluble matter	0 % by weight
Free alkali (as NaOH)	1.5 gm/l

## 2. POLYALUMINUM CHLORIDE

The liquid PACL product supplied according to this standard shall contain no substances in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated with liquid PACL product.

ESTIMATED QUANTITY REQUIRED - 490,000 POUNDS

Product shall conform to the following:

AWWA B408-10

C.A.S. No 39290-78-3

### SPECIFICATION

Specific Gravity (60°F)	1.2 to 1.26
% Aluminum Oxide	10.0 to 11.0
% Aluminum	5.3 to 5.9
% Basicity	70% Minimum
% Sulfate	1.0 to 2.0
% Chloride	9% Minimum
pH	2.2 to 2.8
Freezing Point	-26° F
Color	Water white to tan
Appearance	Clear to slightly hazy



## 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 may 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 the preaddressed envelope furnished), 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. Contractor Data Sheet
- H. Subcontractors Utilization Plan
- I. Business Certification
- J. State of NJ Information Sheet 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 Certification Form
  - 5. MacBride Principles Certification Form
  - 6. Vendor Certification and Political Contribution Disclosure Form
  - 7. Two Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contribution Form

**STOCKHOLDERS DISCLOSURE FORM**

Bid Number: WSA B22014W

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

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 \_\_\_\_\_

**VENDOR: PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT TO THE PROCUREMENT OFFICE WITH YOUR PROPOSAL OR, TO PREFILE, RETURN TO THE FOLLOWING ADDRESS:**

**New Jersey Water Supply Authority  
Procurement Office  
PO Box 5196  
1851 Route 31,  
Clinton, New Jersey, 08809**

**BIDDERS AFFIDAVIT**

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

Bid Number: WSA B22014W

State of \_\_\_\_\_ )

) SS.: \_\_\_\_\_

County of \_\_\_\_\_ )

\_\_\_\_\_ )  
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:  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

Bid Number: WSA B22014W

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

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

**NOTICES**

Bid Number: WSA B22014W

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

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: \_\_\_\_\_

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

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

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Bid Number: WSA B22014W

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

**SUPPLEMENT TO BID SPECIFICATIONS  
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. (THE AUTHORITY WILL FORWARD YOU THIS FORM IF YOU ARE THE SUCCESS FULL BIDDER.)

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

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

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

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

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

**CONTRACTOR DATA SHEET**

Bid Number: WSA B22014W

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

Bidder shall furnish the information/documentation required herewith for each chemical proposed to be supplied:

1. Chemical name:
2. Manufacturer, including address and telephone number:
3. Delivery Agent, indicate whether delivery will be by bidder's vehicles, contract delivery, or common carrier.
4. Material Data Safety Sheet, furnish MSDS, complying with the most recent Right to Know statutes/regulations for product.
5. Chemical Analysis, furnish complete chemical analysis of product to be supplied; including but not limited to percentage of chemical components, boiling point and freezing point.
6. Where reference is made to an American Water Works Association (AWWA) standard, furnish affidavit of compliance with cited standard.
7. Furnish certification of compliance with ANSI/NSF 60: Drinking Water Chemicals – Health Effects for product to be furnished.
8. Delivery size.
9. Delivery schedule, indicate maximum lead-time required for delivery of the product.

## **SUBCONTRACTOR UTILIZATION PLAN**

New Jersey Water Supply Authority  
P.O. Box 5196, 1851 Route 31  
Clinton, New Jersey 08809  
Number: **WSA B22014W**

### **INSTRUCTIONS AND INFORMATION**

Any Vendor {Bidder} intending to subcontract must complete the Subcontractor Utilization Plan Form, listing all proposed subcontractors on the Form. Vendors {Contractors} seeking to add, remove, or make changes to approved subcontractors must also use this Form. Pursuant to N.J.S.A. 52:32-44, all subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services and a copy of the registration certificate should be attached to the Form. Where the Bid Solicitation includes Small Business Subcontracting Set-Aside provisions, these Instructions provide guidance on how Vendors {Bidders/Contractors} that intend to subcontract can meet set-aside obligations.

#### **Procedures for Small Business Subcontracting Set-Aside Contracts**

If the Bid Solicitation indicates there is a Small Business Subcontracting Set-Aside requirement for this contract and the Vendor {Bidder} intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Bid Solicitation, the Vendor {Bidder} shall make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey- based, Division of Revenue - Small Business Enterprise Unit registered small businesses. N.J.A.C. 17:13-4.1; Executive Order 71 (McGreevey), and of awarding a total of three (3%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered disabled veteran-owned business N.J.A.C. 17:14-1.1.

#### **Definitions**

“*Small Business*”, as defined by N.J.A.C. 17:13-2.1, means a business that:

1. is independently owned and operated;
2. is incorporated or registered in and has its principal place of business located in the State of New Jersey;
3. has 100 or fewer full-time employees; and
4. for a good or services contracts, has gross revenues falling in one of the following three categories:
  - a. 0 to \$500,000 (Category I);
  - b. \$500,001 to \$5,000,000 (Category II);
  - c. \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III);
5. for State construction contracts, has gross revenues falling in one of the following three categories:
  - a. 0 to \$3,000,000 (Category IV);
  - b. gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V);
  - c. gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).



*“Division of Revenue - Small Business Enterprise Unit Registered Small Business”* means a small business that meets the New Jersey requirements and definitions of “small business” and has applied for and been approved by the Division of Revenue - Small Business Enterprise Unit as a small business.

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Suggested Procedure to Demonstrate a Good Faith Effort on  
Small-Business and Disabled Veteran Subcontracting Set-  
Aside Contracts

If the Bid Solicitation contains small-business subcontracting set-aside goals and a Vendor {Bidder} intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, III, IV, V and/or VI as appropriate to the Bid Solicitation;
2. Attempt to locate eligible disabled veteran businesses as appropriate to the Bid Solicitation.
3. Request a listing of small businesses by Category from the Division of Revenue and Enterprise Services;
4. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
5. Provide all potential subcontractors with detailed information regarding the specifications;
6. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price Quotes;
7. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the Bid Solicitation; and,
8. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

A Quote should also contain the following items with the Plan, as applicable:

1. A copy of the Division of Revenue - Small Business Enterprise Unit Registered Small Business proof of registration as a small business for any business proposed as a subcontractor; and,
2. A copy of the Division of Revenue – Disabled Veteran Business Enterprise Unit Registered Disabled Veteran Business proof of registration as a disabled veteran business for any business proposed as a subcontractor; and
3. Documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirements. The document(s) should contain sufficient detail to permit the Bid Review Unit of the Division of Purchase and Property to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

If awarded the contract, the Vendor {Bidder} shall notify each subcontractor listed in the Plan, in writing.

NOTE THAT A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL-BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE OR WITHIN TEN (10) DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR {BIDDER}.

A Vendor {Bidder} seeking eligible Small and Disabled Veteran Businesses should contact:

New Jersey Division of Revenue and Enterprise Services- Small Business Enterprise Unit  
33 West State Street - Fifth Floor  
PO Box 026  
Trenton, NJ 08625-0026  
Telephone: (609) 292-2146  
Fax: (609) 984-6679

Each Vendor {Bidder} awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 et seq.



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
SUBCONTRACTOR UTILIZATION PLAN FORM**

**BID SOLICITATION #:** \_\_\_\_\_  
**BID SOLICITATION TITLE:** \_\_\_\_\_

**VENDOR {BIDDER} NAME:** \_\_\_\_\_  
**VENDOR {BIDDER} ADDRESS:** \_\_\_\_\_  
**VENDOR {BIDDER} PHONE NUMBER:** \_\_\_\_\_  
**VENDOR {BIDDER} EMAIL:** \_\_\_\_\_

**INSTRUCTIONS: List all businesses to be used as subcontractors.**

**SUBCONTRACTOR'S NAME:** \_\_\_\_\_  
**SUBCONTRACTOR IS A SMALL BUSINESS:**  YES  NO  
**IF YES, SMALL BUSINESS CATEGORY\*:**  I  II  III  IV  V   
**SUBCONTRACTOR'S ADDRESS:** \_\_\_\_\_  
**SUBCONTRACTOR PHONE NUMBER:** \_\_\_\_\_  
**SUBCONTRACTOR EMAIL:** \_\_\_\_\_  
**SUBCONTRACTOR FEIN:** \_\_\_\_\_  
**TYPE(S) OF SERVICE(S) TO BE PROVIDED:** \_\_\_\_\_  
**ESTIMATED VALUE OF SUBCONTRACT:** \_\_\_\_\_

**SUBCONTRACTOR'S NAME:** \_\_\_\_\_  
**SUBCONTRACTOR IS A DISABLED VETERAN BUSINESS:**  YES  NO  
**SUBCONTRACTOR'S ADDRESS:** \_\_\_\_\_  
**SUBCONTRACTOR PHONE NUMBER:** \_\_\_\_\_  
**SUBCONTRACTOR EMAIL:** \_\_\_\_\_  
**SUBCONTRACTOR FEIN:** \_\_\_\_\_  
**TYPE(S) OF SERVICE(S) TO BE PROVIDED:** \_\_\_\_\_  
**ESTIMATED VALUE OF SUBCONTRACT:** \_\_\_\_\_

**Attach Additional Sheets If Necessary**

\* For those Vendors {Bidders} listing Small Business Subcontractors: Attach copies of Division of Revenue - Small Business Enterprise Unit registration for each subcontractor listed. If Vendor {Bidder} has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with N.J.A.C. 17:13-4.1.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**BUSINESS CERTIFICATION QUESTIONNAIRE**

Bid No. WSA-B22014W

New Jersey Water Supply Authority

P.O. Box 5196, 1851 Route 31

Clinton, New Jersey 08809

**SUPPLEMENT TO BID SPECIFICATIONS  
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. (THE AUTHORITY WILL FORWARD YOU THIS FORM IF YOU ARE THE SUCCESS FULL BIDDER.)

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

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

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

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

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