

**NEW JERSEY WATER SUPPLY AUTHORITY**

**CLINTON, NEW JERSEY**

**WSA-B24031**

**INVITATION FOR BID**

**for**

**ANALYSIS OF SURFACE WATER SAMPLES FOR CHARACTERIZATION**

**of the**

**SPRUCE RUN RESERVOIR**

**CLINTON TOWNSHIP & UNION TOWNSHIP,  
HUNTERDON COUNTY, NEW JERSEY**

**APRIL 2024**

**TABLE of CONTENTS**

	Page
Cover Page.....	1
Table of Contents.....	2
 <b>SECTION I - PURPOSE and INTENT</b>	
A.    General Scope of Work .....	4
B.    Requesting Agency .....	4
 <b>SECTION II - BID INFORMATION</b>	
A.    Issuing Office .....	5
B.    Bid Preparation .....	5
C.    Prequalification of Bidders .....	5
D.    Debarment and Suspension.....	5
E.    Obligation of Bidder .....	6
F.    Interpretations and Addenda .....	6
G.    Revisions to the Invitation for Bids .....	6
H.    Types of Bids/Acceptance of Bid Content.....	6
I.    Mandatory Pre-Bid Site Meeting .....	7
J.    Bidders Proposal .....	7
K.    Response Date.....	8
L.    Completing Bid Form .....	8
M.    Non-Collusion Certification.....	9
N.    Bid Security .....	9
O.    Performance/Payment Bonds .....	9
P.    Rejection and Selection of Bids.....	10
Q.    Withdrawal of Bid .....	10
R.    Protests Against Award .....	10
S.    Prevailing Wage/Public Works Contractor Registration .....	11
T.    Insurance.....	11
U.    Permits and Approvals.....	11
V.    New Jersey Business Registration Certification .....	11
W.    Nondiscrimination/Affirmative Action.....	11
X.    Diane B. Allen Equal Pay Act .....	11
Y.    Americans with Disabilities Act .....	11
Z.    Conflict of Interest Law.....	12
AA.   Restrictions of Political Contributions.....	12
AB.   Subcontracting Requirements .....	12
AC.   Tax Exemptions .....	13
AD.   Set-off for State Tax .....	13
AE.   Safety .....	14
AF.   Security .....	14
AG.   Contract Provisions Ensuring Security of Authority Structures and Processes .....	14
AH.   Access to Site and Project Records.....	14
AI.   The Worker & Community Right to Know .....	15
AJ.   Standards Prohibiting Conflict of Interest .....	15
AK.   Buy American.....	15
AL.   Bid Balancing .....	15
AM.   Certification Of Non Involvement In Prohibited Activities In Russia Or Belarus .....	15

**SECTION III – PURCHASE ORDER AGREEMENT INFORMATION.....16**

**SECTION IV – SCOPE OF WORK.....Separate Cover**

**SECTION V - BID FORMAT & CONTENT REQUIREMENTS**

A.	Bid Form & Bid Form Attachment A.....	31
B.	Bid Security – N/A .....	31
C.	Bidders Affidavit Form.....	31
D.	Non-Collusion Affidavit Form .....	31
E.	Acknowledgement of Receipt of Changes to Bid Document Form.....	31
F.	Affirmative Action Questionnaire .....	31
G.	Bidders Qualifications Form.....	31
H.	Subcontractor Utilization Plan.....	31
I.	Business Registration Certification.....	31
J.	Federal Non-Debarment Certification .....	31
K.	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus .....	31
L.	State of NJ Information and Certifications ( <i>to be provided to the low bidder</i> ) .....	31
	1. Ownership Disclosure Form	
	2. Disclosure of Investigations and Other Actions Involving the Vendor Form	
	3. Source Disclosure Form	
	4. Vendor Certification and Political Contributions Disclosure Form	
	5. MacBride Principles Certification Form	
	6. Disclosure of Investment Activities in Iran Form	
	7. Lowest Bidder Prevailing Wage Certification (if applicable)	

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

### **A. General Scope of Work or 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 Analysis of Surface Water Samples for Characterization of the Spruce Run Reservoir, Clinton Township and Union Township, Hunterdon County, New Jersey (Project). The work required includes the provision of all labor, materials, equipment, and services necessary as required by the contract documents.

### **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 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 J, and Section V of this document in preparing and submitting its bid.

### **C. Prequalification of Bidders**

Each Bidder is hereby put on notice that prequalification 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 rely on the prequalification received from another agency for evidence of qualifications required herein.

Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if bidder cannot show that it has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if bidder is already obligated for the performance of other work, which would delay the commencement, prosecution or completion of the Work.

As evidence of its competency to perform the Work, Bidder shall complete and submit with its Bid, Bidders Qualifications (Section V, paragraph G). Low Bidders may be asked to furnish additional data to demonstrate competency.

### **D. Debarment and Suspension**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a contracting agency must obtain written certification from the contracting person or entity through the form included with this contract, attesting to their non-debarment from contracting with federal government agencies.

A Bidder shall not be on the State Treasurer’s list of debarred, suspended or disqualified bidders and shall not be debarred, suspended or disqualified from New Jersey Department of Environmental Protection (Department) contracting pursuant to N.J.A.C. 7:1D-2. A Bidder included on the State Treasurer’s list may present information to the Authority why this action should not apply, and the Authority may grant an exemption for this particular Contract, pursuant

to N.J.A.C. 7:1D-2.9.

#### **E. Obligations of Bidder**

The Bidder is required to carefully examine the bid documents, plans 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.

#### **F. Interpretations and Addenda**

All questions about the meaning or intent of the Invitation for Bids shall be submitted to the Authority in writing to:

Ms. Heather Desko  
New Jersey Water Supply Authority  
PO Box 5196  
Clinton, NJ 08809  
Email: [hdesko@raritanbasin.org](mailto:hdesko@raritanbasin.org)

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 requires interpretations or clarifications, will be answered by addenda in accordance with, paragraph G below. The Authority will not be responsible for oral interpretations or clarifications that anyone presumes to make on their behalf.

#### **G. 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. ALL ADDENDA WILL BE POSTED TO THE AUTHORITY WEBSITE (<https://www.njwsa.org/procurement.html>). There are no designated dates for the release of addenda. It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

Each addendum will become an integral part of the bid documents and part of any contract resulting from this bid. The Bidder must acknowledge receipt of each addendum, if any, on the "Acknowledgement of Receipt of Changes to Bid Documents Form" of the bid package located in the Appendices (Section V) hereof.

#### **H. Types of Bids/Acceptance of Bid Content**

Types of Bids for work specified in Authority Contract Documents will be unit price, lump sum, or a combination of unit price and lump sum as set forth on the Bid Form.

- i. When the Bid for all or part of the work is to be submitted on a unit price basis, unit prices shall be inserted in the appropriate places. The estimate of quantities of unit price work to be done as tabulated on the Bid Form is approximate and is for the basis of calculation upon which the award of Contract may be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor. The Authority reserves the right to increase or diminish the amount of any class of work as may be deemed necessary during the course of construction.
- ii. When the Bid for all or part of the work is to be submitted on a lump sum basis, a lump sum price shall be inserted in the appropriate place. The total amount to be paid the Contractor shall be the amount of the lump sum bid as adjusted for additions or deletions resulting from approved changes in the work. After Contract award, the Bidder shall provide a detailed breakdown of any lump sum price requested by the Authority within thirty (30) days after such request.

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.

#### **I. Mandatory Pre-Bid Site Meeting**

There is no mandatory pre-bid meeting scheduled.

#### **J. 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 with the Bid Number and Title on the exterior. Bids will be publicly opened and read on the date and at the time specified on the Bid Form via Microsoft Teams meeting. Access information for the Teams meeting is stated on the Bid Advertisement, available on the Authority's website at <https://www.njwsa.org/procurement.html>. Bidders may attend the opening at the office of the Authority, 1851 Route 31, Clinton, New Jersey 08809 at the designated time and date if they choose.

Examination of bids by interested persons shall be permitted after all the bids are opened and read. However, bids shall not be copied, in whole or in part, and no bid shall be allowed to leave the room. Bid openings may be performed in a virtual setting such as Microsoft Teams or Zoom provided that the person physically opening the bids is on camera. Members of the public or Authority staff may attend virtually or in person. In-person examination of bids from a virtual opening is permitted with an appointment after the bid opening.

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

## **K. 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.

## **L. 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. Bid Form Attachment A (page 2 of the Bid Form) must also be completed.
- (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 where appropriate. In the case of inconsistencies or errors in unit prices, extensions, and totals: for the purposes of comparison of bids received, the grand total stated will be considered to be the amount bid for the Project, with the exception that the total of each item must equal the grand total. Should the grand total be unequal to the sum of the individual totals, it will be made equal to the sum of these totals. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall prevail. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Authority shall be accepted as the amount bid.
- (4) The Authority reserves the right to accept any item or group of items of any bid.
- (5) In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and total price will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correctly multiplied totals. In the multiplication of unit process and units of work discrepancies between the total indicated in the Bid and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures. The Authority can waive any minor formalities or irregularities in Bids received.
- (6) Subcontracting is allowable for purposes of this Bid. Any intent to subcontract on the part of the Bidder must be specifically described in the Subcontractor Utilization Plan (Section V, paragraph H) provided that in no such event shall the Contractor's duties, obligations, or liabilities under this contract be deemed to be diminished thereby.

The Authority reserves the right to disapprove the use of any subcontractors and the contractor shall procure the services of a subcontractor acceptable to the Authority at no additional expense to the Authority. If subcontracting is planned, the Bidder may be



asked to submit additional information as required. The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this Bid. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority.

If during the term of the contract, the Contractor cannot provide the personnel or subcontractor(s) as proposed and requests a substitution, that substitution must be equal or better in terms of qualifications for services and at no extra cost. The Contractor will provide identical information as required on the original subcontractor and justification, which will be forwarded to the Authority for approval of the proposed substitution of the subcontractor or personnel prior to the substitution.

Should the Authority disapprove substitute contractors or personnel, the contractor shall submit a proposed substitution within 10 days after being notified of the disapproval.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between the Authority and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of the Authority to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The Authority or Engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate Contract between Contractor and Subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Authority and the Engineer. Such Contract shall specifically hold the Authority and Engineer harmless for any payments due the subcontractor and shall specify that the subcontractor is acquainted with the Contract Documents and agrees thereto. The Contractor shall provide the Authority with copies of all such subcontractor Contracts, if necessary.

**M. Non-Collusion Certification**

All bidders must complete the Non-Collusion Affidavit (Section V, paragraph D) evidencing the bid has been submitted in good faith.

**N. Bid Security/Bid Bond**

This provision does not apply.

**O. Performance/Payment Bonds**

These provisions do not apply.

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

Bidders are advised to read thoroughly the entire IFB and any addenda subsequently issued before preparing and submitting their bid.

The Authority reserves the right to reject any or all bids, to waive minor informalities and/or minor irregularities.

The Authority intends to award this Contract to the lowest qualified Bidder that, in the opinion of the Authority, is both responsible and responsive in accordance with the criteria stated in these instructions. All bid proposals must meet the threshold criteria for a responsible and responsive bid as defined herein.

### **Responsiveness:**

In order for a Bid Proposal to be considered responsive, a Bidder must agree to:

- Perform the Scope of Work described in the specifications;
- Agree to the conditions provided in this IFB; and
- Complete the attachments provided with this IFB.

### **Responsibility:**

In order for a Bid Proposal to be considered responsible, a bidder must have:

- Financial resources, technical qualifications, experience, organization and facilities adequate to carry out the project, or demonstrate ability to obtain these;
- Satisfactory performance record for completion of contracts;
- Accounting and auditing procedures adequate to control property, funds and assets;
- Demonstrate compliance or willingness to comply with civil rights, equal employment opportunity, labor law and other statutory requirements;
- Where a Bidder or a subcontractor has a history of performance problems, a bidder may be bypassed for this award unless the Bidder submits with his/her bid (A) an explanation of why those past performance problems occurred; and (B) an explanation of those steps which the Bidder has taken that will preclude those problems from recurring if the Bidder is awarded this Contract.

## **Q. 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.

## **R. 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 Manager, Contracts & Risk Management no later than ten (10) days after receipt of the Authority's Notice of Intent to Award that its bid has not been accepted, or no later than within ten (10) days after receipt of the Authority's Notice of Intent to Award, whichever may apply. Any objection filed must set forth specific grounds for challenging the award.

**S. Prevailing Wage/Public Works Contractor Registration**

These provisions do not apply.

**T. Insurance**

The Authority requires the prime Contractor to comply with insurance requirements as set forth in Section III thereof.

Certificate(s) of Insurance shall be submitted to the Authority within ten (10) days after the contract is presented to the Contractor for signature.

**U. Permits and Approvals**

There are no permits or approvals required.

**V. New Jersey Business Registration 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.

**W. Nondiscrimination/Affirmative Action**

Bidders 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 Affirmative Action Regulations issued pursuant to N.J.S.A. 10:5-31 et seq. These provisions are set forth in Section III.

**X. 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 (P.L. 2018 c.9). Bidders shall agree to the provisions as set forth in Section III.

**Y. 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.

## **Z. 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 percent (10%) 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 State Ethics Commission, 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 (Section V paragraph K) hereof.

## **AA. 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/>.

## **AB. Subcontracting Requirements**

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, 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.A.C. 17:14-1.1 et seq. the Authority suggests 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 (3%) of the dollar value of its contract to eligible disabled veteran

businesses. The provisions are set forth in Section III.

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.

The Contractor agrees to enter and maintain current payment and contract data for subcontractors via the Supplier Diversity Management System (<https://nj.diversitycompliance.com/>), which is a requirement of the New Jersey Office of Diversity and Inclusion within the Department of the Treasury.

**AC. 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.

**AD. 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.

## **AE. Safety**

The 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 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, as well as all safety requirements established in Part IV-Technical Specifications. These provisions are set forth in Section III.

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

## **AF. Security**

Throughout the duration of the contract, contractors, their agents, subcontractors, 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.

## **AG. Contract Provisions Ensuring Security of Authority Structures and Processes**

Pursuant to N.J.S.A. 47:1A-1.1, the Authority has the authority to exempt certain records from disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., upon reasonable grounds to believe disclosure may result in a security risk. A government record shall not include the following information which is deemed to be confidential for the purposes of P.L. 1963, c. 73 (C.47:1A-1 et seq.) as amended and supplemented; emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein; or security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software. It is the Authority's belief that certain records received, maintained, or created by the Contractor in fulfilling its contractual obligations may be subject to this exemption. These provisions are set forth in Section III.

## **AH. Access to Site and Project Records**

The Authority, the Contractor and its subcontractors shall provide access to all facilities, premises and records related to the project to personnel and authorized representatives of the New Jersey Department of Environmental Protection (Department), and shall submit such documents and information as the Department may request.

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall 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.

**AI. The Worker and Community Right to Know**

The provision of N.J.S.A. 34:5A-1, et seq., which require the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase, or utilized by the Contractor(s) in the performance of services must be labeled in compliance with the provision of the Act.

**AJ. Standards Prohibiting Conflicts 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.

**AK. Buy American**

Bidders are advised that pursuant to N.J.S.A. 52:32-1, if manufactured or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States whenever available and the Contractor shall be required to so certify.

**AL. Bid Balancing**

The Bidder shall reflect in the bid price for each Item the cost the Bidder anticipates incurring for the performance of that Item, together with a proportional share of the Bidder's anticipated profit, overhead, and costs to perform work for which no Item is provided. The Authority reserves the right to reject imbalanced bids.

**AM. Certification Of Non Involvement In Prohibited Activities In Russia Or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with the New Jersey Water Supply Authority ("NJWSA") for the provision of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the NJWSA finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

The Bidder to whom the award is made will be required to execute a contract such as the one attached and will also be required to furnish the necessary Performance and Payment Bonds, and Certificate(s) of Insurance within ten (10) calendar days after the contract is presented to Bidder for signature. At the time of bid submission, the Bidder is not required to complete the contract section nor submit this as part of the bid.

The Contract will consist of the Invitation for Bid including these Terms and Conditions, the Scope of Work, the Contractor's Bid Price, any Amendments or Modifications, and any Attachments, Addenda or Other Supporting Documents of the foregoing.

The successful Bidder will be issued a Notification of Intent to Award upon being selected as the Contractor to perform the services stated in Section IV of this solicitation, accompanied by the required number of unsigned counterparts of the contract and/or other required contract documents.

The successful Bidder will be required to furnish the necessary documents and Insurance Certificate(s) before any work can be authorized.



**SAMPLE**  
**Purchase Order Agreement** v11.22.23  
**WSA C24031**

This Purchase Order Agreement (Agreement) between the New Jersey Water Supply Authority (Authority) and XXX (Contractor) covers all cost for the following services:

The Contractor shall provide all services necessary for the Analysis Of Surface Water Samples For Characterization of the Spruce Run Reservoir, Clinton Township and Union Township, Hunterdon County, New Jersey (Project) for a total cost not to exceed amount of XXX dollars (\$XXX).

The above cost and description of work are shown on Contractor's Bid No. WSA B24031 dated XXX set forth in Attachment A. Section IV – Scope of Work, including the terms and conditions included therein, shall be made a part of this Agreement as set forth in Exhibit B.

**Authority Representation**

Ms. Heather Desko shall represent the Authority and can be reached at (908) 730-0270 Ext 231.

**Period of Performance**

This Agreement shall be for a period of twenty-six (26) months commencing from the date of execution of the Agreement by the Authority.

Agreed upon and entered into:

**NJ WATER SUPPLY AUTHORITY**

**XXX**

\_\_\_\_\_  
Marc Brooks, Executive Director

\_\_\_\_\_  
Name Printed /Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ADDITIONAL TERMS AND CONDITIONS:**

### **Price Change**

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

### **Extra Work**

The Contract may be modified to include extra work not included under the General Requirements of this Agreement. No extra work is to proceed until such time as the proper contract modification has been negotiated and approved in writing by the Executive Director of the Authority and the Contractor.

### **Payment Procedures**

The Contractor shall initiate billing against this Agreement by signing and dating the purchase order voucher and forwarding it along with an itemized invoice to the Authority for payment.

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 Contractor's (prime contractor) invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime contractor.

The Authority shall determine the acceptance of services stated herein as satisfactory and complete. The Contractor shall correct any discrepancies found as soon as possible. Processing of the Contractor's invoice and Purchase Order voucher for payment may be delayed until all discrepancies, if any, have been corrected.

The Authority shall render payment upon acceptance of the goods and services and receipt of the Contractor's invoice and Purchase Order Voucher. Terms are net 30 days, F.O.B. Clinton, New Jersey.

### **Availability of Records**

The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to all services on the Project. Such records shall be maintained and available for the State and/or the Authority's inspection as to all aspects of the work, whether performed by the Contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) years after the expiration of the State's fiscal year (June 30) in which the Agreement expires or in which final payment is received by the Contractor under Agreement, whichever occurs later.

The Contractor further agrees to maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request, per N.J.A.C. 17:44-2.2.

### **Default**

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

(1) If the Contractor fails to perform the services within the time specified herein or any extension thereof, except for delays due to causes listed in Paragraph entitled "Delays"; or

(2) If the Contractor fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of the 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 Contractor 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.

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 Contractor was not in default, the Agreement shall be equitably adjusted to compensate for such termination and the 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 Agreement.

### **Delays**

The Contractor shall not be liable for delays in performance of its obligations, and the date on which the Contractor's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay was due to causes beyond the Contractor's control and not due to its fault or negligence. Causes beyond the Contractor's control include, but are not limited to, the following:

(1) Acts of God, unforeseeable circumstances, sustained inclement weather conditions, acts (including delay or failure to act) of any governmental authority, fires, strikes, labor stoppages, sabotage and interruptions of essential services and supplies such as electricity, natural gas, fuels, and water.

(2) Inability due to causes beyond the Contractor's reasonable control to timely obtain necessary and proper labor, materials, components, facilities or transportation when such items cannot be reasonably obtained from another source.

Partial failure of performance due to any of the aforementioned causes shall not in itself terminate the Agreement or excuse any failure by the Contractor to resume all obligations once the cause for the delay is no longer valid.

In the event the Contractor is affected in the performance of its obligations by any of the aforementioned causes, it shall give the Authority verbal notice by the beginning of the next working day at 908-638-6121(primary) and prompt written notice within five (5) days of that fact, together with satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by the Contractor to remove such cause(s) of nonperformance and to minimize its affects and shall continue the performance of its other obligations under the Agreement. In the event the delay extends for a period exceeding two (2) weeks, the Contractor and the Authority shall negotiate a postponement or termination of the Agreement.

### **Termination for Convenience**

The Authority may, at any time, and without cause, terminate this Agreement in whole or in part, specifying the extent to which performance of work under the Agreement is terminated and the date on

which such termination becomes effective, provided written notice has been issued to the Contractor five (5) days prior to such proposed termination date.

Promptly after the effective date of termination, the Contractor shall submit its claims and be paid for all costs incurred prior to the termination that are approved by the Authority. In the event of termination and subject to the terms as set forth herein, any monies paid by the Authority that exceed the value of the Contractor's claim as set out above shall be refunded to the Authority within thirty (30) days after conclusion of the termination settlement.

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

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

The consultant or subconsultant, 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 consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant 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 consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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 consultant or subconsultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;  
Certificate of Employee Information Report; or  
Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

### **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) website at <https://nj.gov/labor/equalpay/equalpay.html>.

LWD forms may be obtained from [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562%20\(3-19\)%20Payroll%20Cert%20Public%20Works.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562%20(3-19)%20Payroll%20Cert%20Public%20Works.pdf).

### **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.

### **New Jersey Business 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 (NJSA 52:32-44). The Contractor shall also forward to the Authority Business Certifications for all subcontractors utilized by the Contractor to perform any contract work. The Authority is prohibited from executing a contract for which a valid proof of a Contractor's Business Certification has not been produced. The Authority shall withhold contract payments in the event a Contractor fails to provide subcontractor's Business Certification(s).

### **Subcontracting Requirement**

N.J.A.C. 17:13-4 et seq. and Executive Order 71 mandate that if the Contractor proposes to utilize a subcontractor(s), the Contractor must make a good faith effort to award a goal of 25 percent (25%) of the dollar value of its contract to New Jersey-based, Division of Revenue-Small Business Enterprise Unit-registered businesses as follows: with regard to goods and services contracts at least 10 percent (10%) shall be awarded to small businesses whose gross revenues do not exceed \$500,000; at least an additional

15 percent (15%) 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 (25%) 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.

Pursuant to N.J.A.C. 17:14-1.1 et seq., if Consultants propose to utilize a subconsultant(s), the Consultant must make a good faith to meet the set-aside subcontracting targets of awarding a total of three percent (3%) of the value of the contract to eligible registered disabled veteran owned 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 the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

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

The Contractor should provide to the Authority 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 to the Authority 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.

The Contractor agrees to enter and maintain current payment and contract data for subcontractors via the Supplier Diversity Management System (<https://nj.diversitycompliance.com/>), which is a requirement of the New Jersey Office of Diversity and Inclusion within the Department of the Treasury.

### **Indemnification**

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, agents and employees, 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 agreement.

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 Section 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.

### **Insurance Requirements**

The Contractor shall procure and maintain at its own expense, for the full duration of the Contract unless noted otherwise, liability insurance for damages imposed by law and assumed under Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a bid in response to the Authority IFB, the Contractor expressly agreed that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

The insurance shall provide the minimum coverages and limits set forth below.

The Contractor shall not proceed on any work under this Contract until all required insurance coverage is obtained and bound.

- A. Workers' Compensation – Full benefits under New Jersey Statute
- B. Employers' Liability - minimum limit of \$1,000,000 combined single limit.
  - 1. \$1,000,000 Each Accident
  - 2. \$1,000,000 Disease – Each Employee
  - 3. \$1,000,000 Disease – Policy Limit
- C. Commercial Automobile Liability-
  - 1. Commercial Automobile Liability Insurance in comprehensive form that shall protect the Contractor and anyone who may incur vicarious liability for the conduct of the insured, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles(s) and shall cover operations on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
  - 2. The Combined Single Limit for Bodily Injury and Property Damage Liability shall not be less than \$1,000,000 each accident, or as otherwise required to satisfy the underlying limit requirements of the Contractor's umbrella liability insurance.
  - 3. If hauling contaminants/pollutants, Contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980 and shall include coverage Form MCS-90 and broadened pollution coverage under ISO Form CA 99 48 or equivalent. Alternatively, the broadened pollution coverage requirement may be satisfied through the Contractor's Pollution Insurance if it clearly covers transit risk.
- D. Commercial General Liability-



1. The policy shall cover all claims for damages for bodily injury, personal injury, including accidental death, as well as from claims for property damage, which may arise out of operations performed in connection with the Contract.
2. The policy should be occurrence based and provide coverage at least as broad as the standard ISO form including coverage for liability arising from operations performed by subcontractors.
3. The policy should also include coverage for Contractual Liability related to this contract.
4. Contractor shall maintain liability coverage for Products and Completed Operations for a minimum of five (5) years beyond the duration of the Contract.
5. Limits of Liability shall not be less than:
  - a. Bodily Injury and Property Damage Liability, Per Occurrence: \$1,000,000, Annual Aggregate Per Project/Location: \$2,000,000.
  - b. Personal and Advertising Injury: \$1,000,000.
  - c. Products and Completed Operations Aggregate: \$2,000,000.

Specific Provisions:

1. All policies shall be issued by insurance carriers with an AM Best rating of at least (A) and financial size category of at least VIII and are licensed and authorized to conduct business in the State of New Jersey.
2. All insurance policies shall apply on a primary and noncontributory basis, and with the exceptions of A and B, shall name the following listed entities as additional insured(s) for both ongoing and completed operations:

“The State of New Jersey (including the New Jersey Water Supply Authority, the Department of Environmental Protection) and its agencies, employees and officers.” The contract number, C24028, shall also be listed on the certificate.
3. To the fullest extent permitted by law Contractor hereby waives all rights of recovery against the Authority, its officers, agents, or employees for any loss, damage or injury self-insured, insured or required to be insured above including loss related to insufficient limits maintained by Contractor or loss due to deductibles or self-insured retentions maintained by Contractor. Contractor shall also require a waiver of subrogation on all its insurance policies in favor of the parties specified in item 1 above.
4. The Contractor shall submit proof(s) of insurance to the Authority for all insurance required under this section and shall attach relevant endorsements evidencing the required terms. No policy may be cancelled, materially changed or non-renewed without at least thirty (30) days prior written notice to the Authority by mail.
5. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Authority. The Contractor shall be responsible for the payment of any deductible or self-insured retention.
6. Upon request, Contractor shall furnish the Authority with a complete copy of each policy, including all endorsements, required by the Contract.

7. The Authority's approval or failure to disapprove insurance furnished by Contractor shall not release or limit Contractor from full responsibility for liability for damage and accidents.

Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Contract shall constitute a material breach of this Contract under which the Authority may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the Authority's interest and pay any and all premiums in connection herewith, and withhold or recover all monies so paid from the Contractor.

### **Address Information**

The Contractor shall submit Invoices to the addresses indicated below:

Submission of Invoices ONLY: New Jersey Water Supply Authority, 1851 Route 31 P.O. Box 5196, Clinton, NJ 08809. Telephone 908-638-6121 ext. 230; fax 908-638-5961.

### **Purchase Order Remaining Valid**

If any provision of this contract is determined to be ineffective or invalid under the laws of the State of New Jersey, all other provisions shall remain effective and valid, provided the purpose of the remaining valid and effective provisions is not frustrated.

### **Waiver of Breach**

The failure of either party, at any time, to require performance by the other party, of any provision of this contract, shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this contract does not constitute a waiver of any succeeding breach, of the same or any other such provision, nor shall it constitute a waiver of the provision itself.

### **Assignment**

This contract shall not be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Authority. Unless specifically stated in any written consent by the Authority, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Money due or to become due the Contractor shall not be assigned, unless with the consent of the Authority, but nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New Jersey.

### **Applicable Law**

This contract shall be construed according to the laws of the State of New Jersey, insofar as existence of the contract as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

### **Amendments**

This contract may be modified or amended only by a written instrument executed by the Authority and the Contractor.

### **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 Contractor with the intent or understanding that such lobbyist or Contractor 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 Contractors, 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/>.

### **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 of 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.

### **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.

### **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 own tools equipment, materials and supplies. The Authority assumes no liability for any damage, theft or negligent injury to contractor's property.

The Contractor shall comply with all Authority field controls at the site prior to the start of service/construction. If the Contractor detects or suspects an error in the filed controls, the Contractor shall immediately notify the Authority or the Engineer and shall suspend any related work until any discrepancy is resolved.

### **Sales & Use Tax Act**

With respect to goods and services sold in the State of New Jersey, the Contractor 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 Contractor shall not include any costs for New Jersey State Sales and Use taxes on the services and goods required under this Agreement. A copy of the exemption certificate is available upon request.

### **Set-Off For State Tax**

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.

### **Entire Agreement**

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

## **SECTION IV – SCOPE OF WORK**

(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 bid. 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 a bid envelope with the bid number clearly identifying the bid), bound firmly together along one edge by staple or binder, in the order presented herein:

- A. Bid Form & Bid Form Attachment A
- B. Bid Security – N/A
- C. Bidders Affidavit Form
- D. Non-Collusion Affidavit Form
- E. Acknowledgement of Receipt of Changes to Bid Documents Form
- F. Affirmative Action Questionnaire
- G. Bidder’s Qualifications Form
- H. Subcontractors Utilization Plan Form
- I. Business Registration Certification
- J. Federal Non-Debarment Certification
- K. Certification of Non Involvement in Prohibited Activities in Russia or Belarus
- L. 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 Other Actions Involving the Vendor Form
  - 3. Source Disclosure Form
  - 4. Vendor Certification and Political Contributions Disclosure Form
  - 5. MacBride Principles Certification Form
  - 6. Disclosure of Investment Activities in Iran Form
  - 7. Lowest Bidder Prevailing Wage Certification (if applicable)

**BIDDERS AFFIDAVIT FORM**

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

Number: **WSA B24031**

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:  
\_\_\_\_\_



**NON-COLLUSION AFFIDAVIT FORM**

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

Number: **WSA B24031**

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 \_\_\_\_\_, 20\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

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

Number: **WSA B24031**

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:

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

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

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

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

The undersigned hereby acknowledges that there were no addenda issued.

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

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

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

New Jersey Water Supply Authority  
P.O. Box 5196, 1851 Route 31  
Clinton, New Jersey 08809  
Number: **WSA B24031**

- A. This contract is subject to and all bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; Affirmative Action Regulations. No firm may be issued a contract unless they comply with the Affirmative Action Regulations.
  
- B. For any violations of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine up to \$1,000.00 for each violation for each day during which the violation continues, as delineated in N.J.A.C. 17:27-10.6, with said fine to be collected in a summary manner pursuant to the “Penalty Enforcement Law of 1999” (N.J.S.A. 2A:58-10 et seq.) (P.L. 1975, C127, Para. 5b) (N.J.A.C. 17:27).
  
- C. CHECK THE APPLICABLE BOX BELOW. Your quote will be accepted even if you are not in compliance at this time.

A FEDERAL CERTIFICATE OF APPROVAL IS ENCLOSED

OR

A STATE OF NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE OF APPROVAL (CEIR) IS ENCLOSED

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302) WILL BE SUBMITTED TO THE PROPER OFFICES AS INDICATED ON SAID FORM PRIOR TO CONTRACT EXECUTION

[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: \_\_\_\_\_

**BIDDERS QUALIFICATIONS FORM**

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

Number: **WSA B24031**

The Bidder shall submit a list of three (3) business entities where services of like or similar nature have been performed within the past five years. The list shall include the name, address (where services were performed), name of person most familiar with the work and their telephone number, and a description of the work performed. Include a statement of the largest amount of construction work which the bidder has done in any one year (state the year).

1)

2)

3)

## **SUBCONTRACTOR UTILIZATION PLAN**

New Jersey Water Supply Authority  
P.O. Box 5196, 1851 Route 31  
Clinton, New Jersey 08809  
Number: **WSA B24031**

## **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). the Vendor {Bidder} shall make a good faith effort to meet the set-aside subcontracting targets of awarding a total of three percent (3%) of the value of the contract to New Jersey-based, Division of Revenue - registered Disabled Veteran-Owned businesses. N.J.A.C. 17:14-1.1; Executive Order 71 (Murphy).

### **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. DPP Rev. 6.14.18

Suggested Procedure to Demonstrate a Good Faith Effort on Small-Business 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. Request a listing of small businesses by Category from the Division of Revenue and Enterprise Services;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price Quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the Bid Solicitation; and,
7. 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. 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 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.

DPP Rev. 6.14.18 Page 2

of 2



### SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE:

VENDOR NAME:

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.  
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,  
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	FEIN:
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	FEIN:
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	FEIN:
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	

**BUSINESS REGISTRATION CERTIFICATION**

New Jersey Water Supply Authority                      Number: **WSA B24031**  
P.O. Box 5196, 1851 Route 31  
Clinton, New Jersey 08809

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.

- A CURRENT STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE IS ENCLOSED.
- FORM NJ-REG AND FEE WILL BE SUBMITTED AS DIRECTED ON THE FORM <http://www.nj.gov/treasury/revenue/busregcert.shtml>. I UNDERSTAND THAT A CURRENT STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR THE CONTRACTOR AND EACH SUBCONTRACTOR MUST BE PROVIDED TO THE AUTHORITY PRIOR TO CONTRACT AWARD.

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

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

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

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

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



**CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS**

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

Number: **WSA B24031**

**This certification is required pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c.406) and shall be completed, certified to, and submitted to the New Jersey Water Supply Authority with the bid, except for emergency contracts where submission is required prior to payment.**

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
 Limited Partnership   
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>New Jersey Water Supply Authority</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>New Jersey Water Supply Authority</b> to notify the <b>New Jersey Water Supply Authority</b> 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>New Jersey Water Supply Authority</b> , permitting the <b>New Jersey Water Supply Authority</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

<b>Section C – Part III Certification</b>			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part III</b> or, if applicable, owns greater than 50 percent of a parent entity of the <b>Organization listed above in Part III</b>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>New Jersey Water Supply Authority</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>New Jersey Water Supply Authority</b> to notify <b>New Jersey Water Supply Authority</b> 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>New Jersey Water Supply Authority</b>, permitting the <b>New Jersey Water Supply Authority</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

<b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b>	
<b>Section A</b>	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Business Address
**Add additional sheets if necessary**	
<b>OR</b>	
<input type="checkbox"/>	<p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part IV</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>New Jersey Water Supply Authority</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>New Jersey Water Supply Authority</b> to notify the <b>New Jersey Water Supply Authority</b> 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>New Jersey Water Supply Authority</b>, permitting the <b>New Jersey Water Supply Authority</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

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

Number: **WSA B24031**

**This certification is required pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c.406) and shall be completed, certified to, and submitted to the New Jersey Water Supply Authority with the bid, except for emergency contracts where submission is required prior to payment.**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor<sup>i</sup>”) that seeks to enter into or renew a contract with the New Jersey Water Supply Authority (“NJWSA”) for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the NJWSA finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

- That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

- That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

---

---

---

---

---

*(Attach Additional Sheets If Necessary.)*

**(PAGE 1 OF 2)**

**CERTIFICATION:**

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor's FEIN

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number

\_\_\_\_\_  
Vendor's Address (Street Address)

\_\_\_\_\_  
Vendor's Fax Number

\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

**(PAGE 2 OF 2)**