

CONTRACT C22011

between the

New Jersey Water Supply Authority

and

for

Professional Auditing Services

This Contract, made and entered into this day of 2022, by and between the New Jersey Water Supply Authority, an instrumentality of the State of New Jersey, in but not of the Department of Environmental Protection, with its offices at 1851 Highway 31, Post Office Box 5196, Clinton, New Jersey 08809 (hereinafter referred to as the "Authority") and (hereinafter referred to as the "Auditor").

WITNESSETH: That the parties hereto, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, for themselves, their successors and assigns, as follows:

ARTICLE I - ENGAGEMENT OF THE AUDITOR

The Authority hereby engages the services of the Auditor, and the Auditor agrees to perform in a good and skillful manner and in accordance with the directions and subject to the approval of the Executive Director of the Authority, (hereinafter referred to as the "Executive Director"), all the necessary professional auditing services (hereinafter known as the "Audit") as further set forth in ARTICLE III - SERVICES OF THE AUDITOR of this Contract.

ARTICLE II - AUTHORITY OF EXECUTIVE DIRECTOR

All work to be performed by the Auditor hereunder shall be subject to the approval of the Executive Director of the Authority, or his duly authorized representative and all decisions pertaining to said work shall be made in the name of the Executive Director. Any dispute involving matters of fact pertaining to the scope or details of work to be performed or completed under the terms of the Contract shall be decided by the Executive Director, which decision shall be final in regard to the Authority's position.

ARTICLE III - SERVICES OF THE AUDITOR

The Auditor will perform those professional auditing services related to the Project as detailed under the Authority's Request for Proposals for Professional Auditing Services – WSA R-22011 incorporated herein and attached hereto as Exhibit A pertaining to auditing the Authority's financial statements for the fiscal year ending June 30, 2022. The Auditor's Proposal and the scope of work pertaining to audit services are hereby incorporated herein and are attached hereto as Exhibit B. The Auditor shall provide additional services during the contract term as agreed upon by the parties.

ARTICLE IV - PERIOD OF SERVICE

All work to be performed under this Contract shall be for a period of one year. Subject to the annual review and recommendation of the audit committee, the satisfactory negotiation of terms (including a price acceptable to both the Authority and the Auditor), the concurrence of the Authority's members and the annual availability of an appropriation. The Contract may be renewed annually for each of four (4) subsequent fiscal years subject to the limitations of New Jersey State Controller Report 2008-1, Executive Order 122 (2004) and Executive Order 37 (2006).

ARTICLE V -ADMINISTRATIVE SERVICES TO BE PERFORMED BY THE AUDITOR

The Auditor shall perform all customary professional services and shall attend conferences with the Executive Director and the Authority, which may be required in connection with the services to be rendered under this Contract.

ARTICLE VI – CHANGE OF AUDIT PERSONNEL

The Auditor shall not make any significant changes to the project team that was submitted to the Authority as part of the Auditor's Technical Proposal without the Authority's prior approval. Significant changes shall include the engagement partner, concurring partner, managers, or any other supervisory staff and specialists. The Auditor acknowledges that the Authority relied on project participation by all persons named in the Proposal in entering into

this Contract with the Auditor. The Authority reserves the right to have such person replaced if, in the judgment of the Authority, any such person is unsatisfactory.

**ARTICLE VII - DATA TO BE FURNISHED
BY THE AUTHORITY**

The Authority will furnish to the Auditor all available information and documents pertinent to the scope of professional auditing services to be performed under this Contract.

ARTICLE VIII - EXTRA WORK

The Contract may be modified to include extra work not included under ARTICLE III - SERVICES OF THE AUDITOR of this Contract. 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 Auditor pursuant to ARTICLE XVIII hereof.

ARTICLE IX - COMPENSATION FOR SERVICES

The total cost to the Authority for the Services rendered in the performance of this Contract shall be limited to a cost not to exceed _____ dollars for the auditing services. The Auditor's fee proposal dated _____ is incorporated herein and attached hereto as Exhibit C.

ARTICLE X -PAYMENT PROCEDURES

The Auditor shall submit progress invoices on a monthly basis to the Authority showing in detail the services performed during the invoice period and the charges therefore. Within thirty (30) days after receipt of a signed invoice, on a form acceptable to the Authority, the Authority shall pay the full amount of the invoice. However, if the Authority objects to all or any portion of an invoice, it shall notify the Auditor of the same within fifteen (15) days from date of receipt of that invoice, and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice, such that payment is not delayed beyond sixty (60) days.

Acceptance by the Auditor of said payment shall operate as, and shall be a release to the Authority from all claims and liability to the Auditor for anything done or furnished for, or relating to, the work called for or to be done under and pursuant to the provisions of this Contract.

ARTICLE XI – AVAILABILITY OF RECORDS

All working papers and reports shall be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The Auditor shall be required to make working papers available, upon request, to the following parties or their designees: 1) State of New Jersey; 2) New Jersey Water Supply Authority; 3) parties designated by the federal or state governments or by the New Jersey Water

Supply Authority as part of an audit quality review process; and 4) in addition, the firm shall respond to the reasonable inquires of successor auditors and allow successor auditors to review working papers related to matters of continuing accounting significance.

ARTICLE XII - INSURANCE REQUIREMENTS

The following insurance is required of the Auditor, or his Auditors, where applicable:

Workers' Compensation - New Jersey Statutory Limits.

Employers' Liability - minimum limit of \$1,000,000 combined single limit.

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

Commercial General Liability (CGL) Form, including, personal injury and broad form contractual liability, in amounts of at least \$1,000,000 combined single limit, or applicable Excess Liability coverage to reach this limit.

Professional Liability with minimum limits of \$1,000,000 combined single limits.

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

All insurance to be with insurance companies authorized to do business in the State of New Jersey with:

Best's Key Rating of "A" or better.

The "New Jersey Water Supply Authority" shall be named as an "Additional Insured" with regard to general and automobile liability coverage.

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

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

ARTICLE XIII - INDEMNIFICATION

The Auditor, during the performance of work under this Contract, shall defend, indemnify and otherwise save harmless the Authority, from any and all third party claims or actions at law, for which the Authority shall not be reimbursed by insurance, including but not limited to reasonable attorney's fees and court costs, resulting from the negligent or willful misconduct, including errors and omissions, of the Auditor, and/or the failure of the Auditor's employees or agents, to exercise such care, skill and diligence as professionals ordinarily exercise under similar circumstances.

ARTICLE XIV - NON-SOLICITATION

The Auditor does hereby warrant and represent that this Contract has not been solicited or secured, directly or indirectly, in a manner that is contrary to the laws of the State of New Jersey and, in particular, the provisions of **N.J.S.A.** 52:34-15 and **N.J.S.A.** 52:34-19, and that the Auditor has not and shall not violate said laws of the State of New Jersey relating to the procurement of or the performance under this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any Authority employee or officer.

ARTICLE XV - NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

The Auditor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Auditor 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 Auditor or subcontractor, 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 Auditor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report form AA302

The Auditor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting

a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

ARTICLE XVI - AMERICANS WITH DISABILITIES ACT

The Auditor and the Authority do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this Contract, the Auditor agrees that the performance shall be in strict compliance with the Act. In the event that the Auditor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Auditor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The Auditor shall indemnify, protect, and save harmless the Authority, 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor 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 Auditor pursuant to this Contract will not relieve the Auditor 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 Auditor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Contract. Furthermore, the Auditor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Auditor's obligations assumed in this Contract, nor shall in no way limit the Auditor's obligations assumed in this Contract, nor shall they be construed to relieve the Auditor from any

liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Contract or otherwise at law.

ARTICLE XVII - RESPONSIBILITY OF THE AUDITOR

Notwithstanding any other provision in the Contract, the Auditor shall not be relieved of liability to the Authority for damages sustained by the Authority as a result of any breach of this Contract by the Auditor and the Authority may withhold any payments due to the Auditor for the purpose of set-off until such time as the exact amount of damages is determined and such monies withheld by the Authority may be applied toward the satisfaction of such damages. The acceptance, approval or payment for any of the service performed by the Auditor hereunder shall not constitute a release or waiver of any claim the Authority has or may have for defects or errors or other breach of the Contract on the part of the Auditor and of any term or condition to be performed by the Auditor hereunder.

ARTICLE XVIII - MODIFICATION OF CONTRACT

The terms, conditions and provisions of this Contract cannot be modified or varied except in writing, signed by a representative of the Auditor, to be binding upon the Auditor, and by the Executive Director, to be binding on the Authority.

ARTICLE XIX - COMMUNICATION

Until changed by written notice, given by either party to the other, following addresses for the representatives of the parties hereto shall be used for the mailings of all notices and reports required by this Contract.

Executive Director
New Jersey Water Supply Authority
1851 Highway 31
Post Office Box 5196
Clinton, New Jersey 08809
Telephone No.: (908) 638-6121

ARTICLE XX - CONTRACT REMAINING VALID

If any provision of the 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.

ARTICLE XXI - TERMINATION

The Authority may, at any time, direct the termination of this Contract, effective upon receipt by the Auditor of written notice of such termination. Costs and disbursements incurred by the Auditor up to the time of termination shall be reimbursable in accordance with the provisions set forth in ARTICLES IX and X of this Contract.

ARTICLE XXII - 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.

ARTICLE XXIII - APPLICABLE LAW

This Contract shall be construed according to the laws of the State of New Jersey, insofar as existence of a 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. All claims against the Authority by the Auditor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and/or the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

ARTICLE XXIV- NEW JERSEY BUSINESS CERTIFICATION

The Auditor shall provide proof of valid business registration with the Division of Revenue in the New Jersey Department of the Treasury to the Authority; no contract shall be entered into unless the Auditor first provides proof of valid business registration.

A subcontractor under contract shall provide and the Auditor shall forward proof of valid business registration within the New Jersey Division of Revenue to the Authority. No subcontract shall be entered into by the Auditor under contract with the Authority unless the Subcontractor first provides proof of valid business registration.

ARTICLE XXV – 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.

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/>.

ARTICLE XXVI - SUBCONTRACTING REQUIREMENT

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if Auditor propose to utilize a subcontractor, the Auditor must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I - \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

N.J.A.C. 17:14-1.1 mandates that if Auditor propose to utilize a subcontractor, the Auditor must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of three (3%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered disabled veteran-owned business.

Should the Auditor propose to utilize a subcontractor(s) to fulfill any of its obligations, the Auditor shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The Auditor must provide a detailed description of services to be provided by each sub-contractor, referencing the applicable Section or Subsection of the RFP.

The Auditor shall provide detailed resumes for each sub-contractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the sub-contractor is designated to perform.

The Auditor shall provide documented experience to demonstrate that each sub-contractor has successfully performed work on contracts of a similar size and scope to the work that the sub-contractor is designated to perform in the Auditor's proposal.

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

Pursuant to Executive Order 151, effective January, 2010, it is the policy of the Authority that small businesses (each a "small business enterprise" or "SBE") as determined and defined by the State of New Jersey, division of Minority and Women Business Development ("Division") and the New Jersey Department of Treasury ("Treasury") in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in Authority Contracts.

ARTICLE XXVII – STANDARDS PROHIBITING CONFLICT OF INTEREST

The following prohibitions on Contractor activities shall apply to all contracts 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 State officer or employee or Special State 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 State Ethics Commission (formerly the Executive Commission on Ethical Standards);

c) No vendor may, directly, or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or service by or to the Authority thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of

N.J.S.A. 52:13D-13G. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, 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 judgment 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 subject to any guidelines the State Ethics Commission may promulgate under paragraph c.

ARTICLE XXVIII – 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.

ARTICLE XXIX – CONTRACTORS TO PROVIDE VACCINATION OR TESTING STATUS AS A CONDITION OF ENTRY ONTO AUTHORITY PROPERTY AND INTO AUTHORITY FACILITIES

The Contractor is advised that pursuant to Executive Order 271, effective October 20, 2021, that it is the policy of the New Jersey Water Supply Authority that its contracts comply with the following conditions of the Executive Order, that

1. Contracts or agreements entered into by the Authority require that the contractor or any subcontractors, at any tier, that is party to the contract (“covered contractor(s)”) must maintain a policy that requires all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing at minimum one to two times weekly.

2. This Order shall apply to any new contract, new solicitation for a contract, extension or renewal of an existing contract, and exercise of an option on an existing contract, if it is a contract for services, construction, including demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property, and the cost or contract price thereof is to be paid, in whole or in part, with or out of executive department or agency funds.

3. Covered workers may demonstrate proof of full vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized for EUA in the United States and/or the World Health Organization (“WHO”), along with an administration date for each dose:

- a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
- b. Official record from the New Jersey Immunization Information System (NJIS) or other State immunization registry;
- c. A record from a health care provider’s portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician’s assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or
- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccination information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

4. To satisfy the testing requirement, a covered worker must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the U.S. Food and Drug Administration (“FDA”) or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor’s policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the

covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.

5. Covered contractors must have a policy for tracking test results from testing required by this Order and must report results to local public health departments.

6. An executive department or agency shall require bidders for contracts subject to this Order to certify at the time of bid or proposal or prior to executing a contract that the bidder, if awarded a contract, shall comply with this Order by having the policies and practices required by this Order in place, and shall collect all data necessary for compliance with this Order. Covered contractors shall certify, at the time of submission of an invoice, that they have complied with this Order during the period of time covered by the invoice.

7. For purposes of this Order, “covered worker” means any full-time or part-time worker for a covered contractor working on or in connection with a contract with an executive department or agency that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which any executive department or agency conducts official business or is within an executive department or agency’s jurisdiction, custody, or control, or that relates to offering services for State employees, their dependents, or the general public.

8. For purposes of this Order, a covered worker shall be considered “fully vaccinated” for COVID-19 two weeks or more after they have received the second dose in a two-dose series or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Order.

ARTICLE XXX - ENTIRE CONTRACT

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

IN WITNESS WHEREOF, the New Jersey Water Supply Authority and have caused this contract to be executed by their duly authorized officers or representatives as of the day and year first written above.

WITNESS: **NEW JERSEY WATER SUPPLY AUTHORITY**

By: _____

By: _____

Marc Brooks
Executive Director

Dated: _____

WITNESS:

By: _____

By: _____

Name Typed: _____

Dated: _____

Title: _____

Reviewed and Approved As to Form:

Andrew Bruck
Acting Attorney General for the State of New Jersey

By: _____

Kathrine Hunt
Deputy Attorney General