

NEW JERSEY WATER SUPPLY AUTHORITY

CLINTON, NEW JERSEY

WSA-Q23026W

REQUEST FOR QUOTATIONS

for the

PURCHASE AND DELIVERY OF LIQUID OXYGEN

at the

MANASQUAN WATER TREATMENT PLANT

2061 HOSPITAL ROAD

WALL TOWNSHIP, MONMOUTH COUNTY

NEW JERSEY

MAY 2023

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SECTION I – QUOTATION INFORMATION

A. Issuing Office

This Request for Quotations (RFQ) is issued by the New Jersey Water Supply Authority Procurement Office, which is the sole point of contact for the purpose of this solicitation. The terms “vendor”, “contractor” and “bidder” may be used interchangeably throughout this document. Likewise, the terms “bid” and “quotation” may be used interchangeably.

B. Quotation Preparation

The Bidder shall follow the instructions contained in Section IV of this document in preparing and submitting its bid.

C. Revisions to the Request for Quotations

In the event it becomes necessary to revise any part of this RFQ prior to receipt of the quotations, 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 quotations. 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 quotation documents and part of any contract resulting from this bid.

D. Bidders Proposal

In order to be considered for selection, the Contractor must submit a complete response to this RFQ in accordance with the format in Section IV. **Partial quotations will not be accepted.** The complete quotation package should be returned sealed in an envelope with the Bid Number and Title on the exterior. Quotations will be opened and recorded at the office of the Authority, 1851 Route 31, Clinton, New Jersey 08809 on the date specified on the Quotation Form, and the results will be posted on the Authority’s Procurement webpage shortly thereafter (<https://www.njwsa.org/procurement.html>).

E. Non-Collusion Certification

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

F. Obligations of the Contractor

The Bidder is required to carefully examine the Quotation documents, plans, specifications and project site 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 plans, specifications and Bid form. The Authority will make no allowance or concession for a Bidder's failure to make the required examination(s).

G. Interpretations and Addenda

All questions about the meaning or intent of the Request for Quotations shall be submitted to the Authority in writing. In order to receive adequate consideration, questions should be received by the Authority at least ten (10) calendar days prior to the date fixed for the opening of Quotations. Questions may be submitted to the Contracts Manager, Julie Shelley, at jshelley@njwsa.org

H. Protests Against Award

Any objection to the decision of the Authority must be submitted in writing to the Contracts Manager within five (5) business days after the due date for receipt of quotations. Any objection filed must set forth specific grounds for challenging the award.

I. 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 II.

J. 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 II.

K. 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 II.

L. Americans with Disabilities Act

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

M. 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 IV) hereof.

N. Restrictions on Political Contributions

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

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

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

O. 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 II thereof.

If the Bidder intends to utilize subcontractor(s), the Subcontractor Utilization Plan (Section IV, Paragraph F) 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.

When awarded a contract with subvendors, the vendor is responsible for entering and maintaining current payment and contract data for subvendors 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.

P. Tax Exemption

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.

Q. 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.

R. Insurance

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

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

S. Safety Requirements

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

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

T. Security Requirements

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.

The 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.

U. The Worker and Community Right to Know

The provisions of N.J.S.A. 34:5A-1, et seq., 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.

V. 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 II.

SECTION II – PURCHASE ORDER “AGREEMENT” INFORMATION

The Contractor to whom the award is made will be required to execute a Purchase Order Agreement (hereafter "Agreement"), which will include the following conditions. The successful Contractor will also be required to furnish the necessary Insurance within ten (10) days after the "Agreement" is presented to him or her for signature.

**Purchase Order Agreement
WSA C23026W**

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

The Vendor shall furnish all necessary services for the delivery of liquid oxygen to the Manasquan Water Supply System, 2061 Hospital Road, Allenwood, Monmouth County, New Jersey for a unit price not to exceed amount of XXX (\$XXX) dollars.

The above cost is shown on Vendor's Bid No. WSA Q23026W dated XXX, set forth in Exhibit A. Section III – Specifications, including the terms and conditions included therein, shall be made a part of this Agreement as set forth in Exhibit B.

Authority Representation

Mr. Paul McKeon shall represent the Authority and can be reached at (732) 974-8383 extension 228.

Period of Performance

This Agreement shall be for a period of twelve (12) months effective from the date of execution of Agreement by the Authority. The Authority shall have the option to renew this Contract for two (2) successive twelve (12) month periods, under the same terms and conditions.

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.

Payment Procedures

The Vendor 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 subvendor(s) during the period covered by the vendor's (prime vendor) invoice. The reported payments shall be exclusive of any mark-up, fees, overhead and profit to the prime vendor.

The Authority shall determine the acceptance of the goods and services stated herein as satisfactory and complete. The Vendor shall correct any discrepancies found as soon as possible. Processing of the Vendor'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 Vendor's invoice and Purchase Order Voucher. Terms are net 30 days, F.O.B. Clinton, New Jersey.

Vendor Responsibility

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

Default

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

(1) If the Vendor fails to make delivery of goods within the time specified herein or any extension thereof, except for delays beyond their control; or

(2) If the Vendor 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 Vendor becomes insolvent or goes into liquidation or receivership or admits to the benefits of any procedure for the settlement of debts or be declared bankrupt.

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, goods or services the same as or similar to those so terminated, and the Authority may proceed to avail itself of any and all appropriate remedies.

If, after notice of termination of the agreement under this provision, it is determined for any reason that the Vendor was not in default, the 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.

State Nondiscrimination/Affirmative Action Provisions

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

The vendor or subvendor, 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 vendor 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 vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The vendor or subvendor 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 vendor or subvendor 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 vendor or subvendor 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 vendor or subvendor 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 vendor 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).

The vendor and its subvendors 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.

New Jersey Business Certification

The Authority requires the Vendor to provide proof of business certification with the State of New Jersey Division of Revenue (Business Certification) prior to contract execution (N.J.S.A. 52:32-44). The Vendor shall also forward to the Authority Business Certifications for subvendors utilized by the Vendor to perform any contract work. The Authority is prohibited from executing a contract for which a valid proof of Vendor's Business Certification has not been produced. The Authority shall withhold contract payments in the event a Vendor fails to provide subvendor's Business Certification(s).

Subcontracting Requirement

The Authority requires that the prime Vendor 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, consider awarding twenty-five percent (25%) of this contract to New Jersey based, Division of Revenue-Small Business Enterprise Unit registered small businesses. Pursuant to N.J.S.A. 52:32-31.1 et seq., N.J.A.C. 17:14-1.1 et seq., the Authority requires that the prime Vendor consider awarding three percent (3%) of this contract to New Jersey based, Division of Revenue-Small Business Enterprise Unit registered disabled veteran businesses.

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

The vendor agrees to enter and maintain current payment and contract data for subvendors 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 Vendor 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 Vendor or through any improper or defective machinery, implements or appliances used by the Vendor in the Project, or through any act or omission on the part of the Vendor 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 Vendor, any Subvendor, 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 Vendor or any Subvendor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

Insurance Requirements

The following insurance is required:

Workers' Compensation - New Jersey Statutory Limits.

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

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

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

All insurance to be with insurance companies licensed in the State of New Jersey with Best's Key Rating of "A" or better. All insurance policies shall apply on a primary and noncontributory basis.

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

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

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

Delivery Information

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

F.O.B. Address:

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

(2) The Vendor shall make every effort to make deliveries between the hours of 8:00 a.m. and 4:00 p.m. on regular scheduled Authority workdays. Deliveries outside those times or days are authorized but only where delays and/or emergencies have occurred or by Authority authorization. The Vendor shall make its best efforts to coordinate deliveries with the Authority under those circumstances.

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

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

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

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 Vendor 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 Vendor 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 Vendor.

Restrictions on Political Contributions

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

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

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/>.

Sales & Use Tax Act

With respect to goods and services sold in the State of New Jersey, the Vendor 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 Vendor 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.

Americans With Disabilities Act

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

Standards Prohibiting Conflicts Of Interest

The following prohibitions on Vendor activities shall apply to all contracts or purchase agreements made with the Authority, pursuant to Executive Order No. 189 (1988): a) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Authority with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13G; b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from any Authority vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive commission on Ethical Standards; c) No vendor may, directly, or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or service by or to the Authority thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13G. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest; d) No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of 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 promulgate under paragraph c.

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 to 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 III – TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe and govern the purchase, delivery, and, and system inspection for liquid oxygen to be used in the production of ozone generated for the purposes of producing potable water:

Liquid Oxygen (LOX)

Bidder shall furnish the information/documentation required in Section IV for the chemical proposed to be supplied. Additional information will be required prior to acceptance of deliveries.

Delivery of Liquid Oxygen

Suppliers are required to fax a copy of the driver's valid driver's license to the Water Treatment Plant (WTP) one day prior to each delivery. This information must be supplied to the Authority prior to delivery, along with information on the truck and tanker and the expected delivery time. Suppliers shall provide an Affidavit of Compliance and a certified chemical analysis with each delivery to the Authority (See AWWA B-304, Section 6.3). The Authority requires that the certified chemical analysis be sent just prior to the delivery by an acceptable means of electronic format or with the delivery ticket.

Delivery shall be by tank truck, capable of discharging the liquid to a point at least three (3) feet above grade. The Authority will furnish no provision for disposal of product remaining in the discharge line at completion of the delivery. The delivery vehicle shall be equipped to safely discharge the product.

Deliveries shall conform to standards of the Authority Safety Program as adopted for the handling of chemicals at this facility. Deliveries shall also conform to the latest edition of NFPA 55, CGA Pamphlet G-4.4 and all applicable local codes. A copy of the Authority's safety regulations is available upon request.

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

The Authority shall be responsible for accepting only that quantity of product as was specifically ordered or retrieved by telemetry.

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

CHEMICAL STORAGE AND USAGE DATA

<u>CHEMICAL</u>	<u>MAXIMUM STORAGE VOLUME</u>	<u>ANTICIPATED CONTRACT USAGE</u>	<u>MINIMUM DELIVERY REQUIREMENTS</u>
<u>Liquid Oxygen</u>	<u>3,000 gallons</u>	<u>45,000 CCF</u>	<u>1,300 CCF</u>

IMPORTANT NOTES

All chemical usage figures are for the anticipated contraction period that shall be effective for a period of twelve (12) months from notice to proceed and are ESTIMATES ONLY. Conditions affecting the actual chemical usage requirements are variable.

Only chemicals that are currently certified to be in compliance with ANSI/AWWA B304, latest edition, Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems, latest edition and NFS/ANSI 60, Drinking Water Treatment Chemicals - Health Effects, will be accepted under this bid. Certificate of compliance with NFS 60 must be submitted before the first delivery.

1. LIQUID OXYGEN (LOX)

ESTIMATED QUANTITY REQUIRED - 45,000 CCF (hundred cubic feet)

Product shall conform to the following:

AWWA Spec. B304, latest edition

C.A.S. No 7782-44-7

SPECIFICATION

% Oxygen Weight	≥ 99
Dew point (°F)	≤ -85
Particle size	$< 10 \mu\text{m}$
Color	Pale blue
Appearance	Transparent

2. Liquid Oxygen System Inspection

The Authority, at its own expense, will maintain the Liquid Oxygen (LOX) Storage System and the site on which the system is located as shown on the attached drawings C-1, M-1, and M-2 Ozone System Improvements as produced by Camp Dresser & McKee, Inc. and dated December 2009, The Contractor will have the right to refuse to deliver the liquid oxygen into the LOX System if Contractor reasonably determines that the system or system site is unfit for the storage or delivery of LOX or the site on which the LOX System is located is not safe as determined by Contractor for the delivery of the LOX.

In order for the Authority to properly maintain the LOX System, Contractor shall perform a LOX System site inspection prior to the initial delivery and then upon each delivery of liquid oxygen thereafter. The inspection of the LOX System will be performed to ensure that the system's operation runs in accordance with the latest edition of NFPA 55, CGA Pamphlet G-4.4 and all applicable local codes. The Authority shall receive an acceptable hard copy of the written inspection results.

PLEASE REFER TO ATTACHMENT A FOR DRAWINGS

SECTION IV – QUOTATION FORMAT AND CONTENT REQUIREMENTS

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

The completed quotation package containing all of the following should be returned to the issuing office in a sealed envelope with the quote number clearly identifying the quote on the outside, bound firmly together along one edge by staple or binder, in the order presented herein:

- A. Quotation Form
- B. Bidders Affidavit Form
- C. Non-Collusion Affidavit Form
- D. Affirmative Action Questionnaire
- E. Notice of Intent to Subcontract Form
- F. Subcontractors Utilization Plan Form (if applicable)
- G. Business Registration Certification
- H. Contractor's Data Sheet
- I. State of NJ Information and Certifications (only to be completed by low bidder, upon notification by the Authority)
 - 1. Ownership Disclosure Form
 - 2. Disclosure of Investigations and Actions Involving Bidder Form
 - 3. Disclosure of Investment Activities in Iran Form
 - 4. Source Disclosure Certification Form
 - 5. Vendor/Bidder Certification and Political Contribution Disclosure Form
 - 6. MacBride Principles Certification Form
 - 7. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

NON-COLLUSION AFFIDAVIT FORM

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

Number: WSA- Q23026W

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__

AFFIRMATIVE ACTION QUESTIONNAIRE

New Jersey Water Supply Authority
P.O. Box 5196, 1851 Route 31
Clinton, New Jersey 08809
Number: **WSA Q23026W**

- 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

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

Firm Name: _____

Signature: _____

Title: _____

Date: _____

SUBCONTRACTOR UTILIZATION PLAN

New Jersey Water Supply Authority
P.O. Box 5196, 1851 Route 31
Clinton, New Jersey 08809
Number: **WSA Q23026W**

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.

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.

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BUSINESS REGISTRATION CERTIFICATION

New Jersey Water Supply Authority Number: WSA- Q23026W
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: _____

CONTRACTOR'S DATA SHEET

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

Number: **WSA-Q23026W**

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

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