

NEW JERSEY WATER SUPPLY AUTHORITY

CLINTON, NEW JERSEY

REQUEST FOR QUOTATIONS

to

**PREPARE & SURFACE COAT AREAS UNDER SUPPORT CONE INSIDE
STEEL GAC VESSELS 5 & 6**

at the

MANASQUAN WATER TREATMENT PLANT

2061 HOSPITAL ROAD

WALL TOWNSHIP, MONMOUTH COUNTY

NEW JERSEY

SEPTEMBER 2024

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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.

Paul McKeon shall represent the Authority and can be reached at (732) 974-8383 Ext 228 or reached at pmckeon@njwsa.org to arrange for a site visit prior to the bid.

Written questions prior to the bid shall be submitted to Stephen Gates, PE, Chief Engineer at sgates@njwsa.org, if necessary.

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 Vendor must submit a complete response to this RFQ as specified in Section III (Technical Specifications) and 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. The packages will be publicly opened and read on the date and at the time specified on the Bid Form via Microsoft Teams meeting. Access information for the Teams meeting is stated on the Bid Advertisement, available at <https://www.njwsa.org/procurement.html>. Bidders may attend the opening at the office of the Authority, 1851 Route 31, Clinton, New Jersey 08809 at the designated time and date if they choose.

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 Vendor

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.

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. Prevailing Wage/Public Works Contractor Registration

Bidders shall agree to pay not less than the applicable wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determination by the Commissioner of the New Jersey Department of Labor pursuant to N.J.S.A. 34:11-56.25 et seq. These provisions are set forth in Section III Article XXVII thereof.

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

J. 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.

K. 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.

L. 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.

M. Americans with Disabilities Act

Bidders are advised that the Vendor 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.

N. 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.

O. 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 Vendor 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 Vendor receives one (1) or more contracts valued at \$50,000 or more. It is the Vendor’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/>.

P. 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 Vendor 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 Vendor proposes to utilize a subcontractor(s), the Vendor 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 subcontractor, the vendor is responsible for entering and maintaining current payment and contract data for subcontractors via the Supplier Diversity Management System (<https://nj.diversitycompliance.com/>), which is a requirement of the New Jersey Office of Diversity and Inclusion within the Department of the Treasury.

Q. 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.

R. 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.

S. Insurance

The Authority requires the prime Vendor 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 Vendor for signature.

T. 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 Vendor 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 Vendor will be required to coordinate all relevant safety related matters with the New Jersey Water Supply Authority Safety Coordinator.

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

V. 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 Vendor(s) in the performance of services must be labeled in compliance with the provision of the Act.

W. Standards Prohibiting Conflicts of Interest

Bidders are advised that the following prohibitions on Vendor 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 Vendor 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 Vendor will also be required to furnish the necessary Insurance within ten (10) days after the "Agreement" is presented for signature.

Purchase Order Agreement WSA C25016W

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

The Contractor shall provide all services necessary for preparing and surface coating areas under the support cone inside steel Vessels 5 and 6 at the Manasquan Water Treatment Plant, 2061 Hospital Road Wall NJ, Monmouth County, New Jersey for a total cost not to exceed amount of XXX (\$XXX) dollars.

The above cost and description of work are shown on Contractor's Bid No. WSA C25016W dated XXX, set forth in Attachment A. Section IV – 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 Ext 228

Period of Performance

This Agreement shall be for a period of one (1) month commencing from the date of execution of the Agreement by the Authority.

ADDITIONAL TERMS AND CONDITIONS:

Price Change

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

Extra Work

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

Payment Procedures

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

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

to the prime contractor.

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

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

Availability of Records

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

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

Default

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

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

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

If, after notice of termination of the agreement under this provision, it is determined for any reason that the Contractor was not in default, the Agreement shall be equitably adjusted to compensate for such termination and the Agreement modified accordingly. The rights provided in this clause shall not be

exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

Delays

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

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

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

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

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

Termination for Convenience

The Authority may, at any time, and without cause, terminate this Agreement in whole or in part, specifying the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective, provided written notice has been issued to the Contractor five (5) days prior to such proposed termination date.

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

Prevailing Wage

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., as amended, is hereby made a part of every contract entered into on behalf of the New Jersey Water Supply Authority, except those contracts which are not within the contemplation of the Act. The Contractor's signature on this Contract is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner, Department of Labor and Industry,

as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

1. Public Works Contractor Registration Act- The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work defined in N.J.S.A. 34:11-56.-26 be first registered with the New Jersey Department of Labor and Workforce Development. Per P.L. 2023, c.138, the Contractor shall register online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml>.
2. Payroll Certification for Public Works Projects (for Contractor and Sub-Contractors Use for Weekly and Final Certification)-defined in N.J.A.C. 12:60-2.1 and 6.1 of the Prevailing Wage Act requires that certified payroll records must be submitted to the Authority, by all contractors and sub-contractors, for each employee on the Project within ten (10) days of the payment of wages. Per P.L. 2023, c.138 (N.J.S.A. 34:11-56.29), the Contractor shall also submit certified payroll records online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml> each payroll period within 10 days of the date on which the wages were paid to a worker.

Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination.

The Contractor agrees that all workers employed in the performance of this Contract shall be paid wages not less than the prevailing wage rate of the NJ Prevailing Wage for Monmouth County, see web determination's online website at <https://lwd.state.nj.us/labor/wagehour/content/pwage.html>, Confirmation No.: XXXXX.

In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body [the Authority], the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages. The Contractor and its sureties shall be liable to the Authority for any excess costs occasioned hereby.

State Nondiscrimination/Affirmative Action Provisions

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers 14 provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's

prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice

program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the

Monthly Project Workforce Report [Form AA-202] once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L. 1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Dianne B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at <https://nj.gov/labor/equalpay/equalpay.html>. LWD forms may be obtained from [https://nj.gov/labor/forms_pdfs/equalpayact/MW-562%20\(3-19\)%20Payroll%20Cert%20Public%20Works.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562%20(3-19)%20Payroll%20Cert%20Public%20Works.pdf).

Americans with Disabilities Act

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

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

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

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

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

New Jersey Business Certification

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

Subcontracting Requirement

N.J.A.C. 17:13-4 et seq. and Executive Order 71 mandate that if the Contractor proposes to utilize a subcontractor(s), the Contractor must make a good faith effort to award a goal of 25 percent (25%) of the dollar value of its contract to New Jersey-based, Division of Revenue-Small Business Enterprise Unit-registered businesses as follows: with regard to goods and services contracts at least 10 percent (10%) shall be awarded to small businesses whose gross revenues do not exceed \$500,000; at least an additional 15 percent (15%) shall be awarded to the additional categories of small businesses whose revenues do not exceed \$12 million or the applicable Federal revenue standards established at 13 CFR 121.201, incorporated herein by reference, whichever is higher. In regard to design and construction contracts, a goal of 25 percent (25%) of the total dollar value of its contract to either prime contractors or subcontractors that qualify as small businesses with revenues that do not exceed the annual revenue standards established at 13 CFR 121.201.

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

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

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

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

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

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

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

Indemnification

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, agents and employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the Project, or through any act or omission on the part of the Contractor or his agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

In any and all claims against the Authority or its employees by any employees of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification obligation under this Section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

Insurance Requirements

The Contractor shall procure and maintain at its own expense, for the full duration of the Contract unless noted otherwise, liability insurance for damages imposed by law and assumed under Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a bid in response to the Authority IFB, the Contractor expressly

agreed that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity. The insurance shall provide the minimum coverages and limits set forth below.

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

A. Workers' Compensation – Full benefits under New Jersey Statute

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

1. \$1,000,000 Each Accident
2. \$1,000,000 Disease – Each Employee
3. \$1,000,000 Disease – Policy Limit

C. Commercial Automobile Liability-

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

D. Commercial General Liability-

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

Specific Provisions:

1. All policies shall be issued by insurance carriers with an AM Best rating of at least (A) and financial size category of at least VIII and are licensed and authorized to conduct business in the State of New Jersey.
2. All insurance policies shall apply on a primary and noncontributory basis, and with the exceptions of A and B, shall name the following listed entities as additional insureds for both ongoing and completed operations: "The New Jersey Water Supply Authority and the Southeast Monmouth Municipal Utilities Authority and their employees and officers". The contract number, C25016W, should also be listed on the certificate of insurance. There should be no cross suits exclusion on the policy.
3. To the fullest extent permitted by law Contractor hereby waives all rights of recovery against the Authority, its officers, agents, or employees for any loss, damage or injury self-insured, insured or required to be insured above including loss related to insufficient limits maintained by Contractor or loss due to deductibles or self-insured retentions maintained by Contractor. Contractor shall also require a waiver of subrogation on all of its insurance policies in favor of the parties specified in item 1 above.
4. The Contractor shall submit proof(s) of insurance to the Authority for all insurance required under this section and shall attach relevant endorsements evidencing the required terms. No policy may be cancelled, materially changed or nonrenewed without at least thirty (30) days prior written notice to the Authority by mail.
5. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Authority. The Contractor shall be responsible for the payment of any deductible or self-insured retention.
6. Upon request, Contractor shall furnish the Authority with a complete copy of each policy, including all endorsements, required by the Contract.
7. The Authority's approval or failure to disapprove insurance furnished by Contractor shall not release or limit Contractor from full responsibility for liability for damage and accidents.

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

Address Information

The Contractor shall submit Invoices to the addresses indicated below:

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

Purchase Order Remaining Valid

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

Waiver of Breach

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

Assignment

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

Applicable Law

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

Amendments

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

Restrictions on Political Contributions

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

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

Political Contribution Disclosure: the contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC),

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

Standards Prohibiting Conflicts Of Interest

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

Working Hours

Working hours shall be 7:00am – 3:30pm on regular Authority workdays. Work on holidays, Saturdays and Sundays is excluded, unless otherwise stated herein or other arrangements are approved in writing by the Authority at least forty-eight (48) hours prior to the proposed work date.

Safety

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

private property including but not limited to structures, pipes, and utilities, above and below ground.

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

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

Security

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

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

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

Sales & Use Tax Act

With respect to goods and services sold in the State of New Jersey, the Contractor is directed to the New Jersey State Sales and Use Tax Act. The Authority is an exempt organization of the type described in subsection (a) of Section 9 of the Act; therefore, the Contractor shall not include any costs for New Jersey State Sales and Use taxes on the services and goods required under this Agreement. A copy of the exemption certificate is available upon request.

Set-Off For State Tax

Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be

payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Entire Agreement

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

SECTION III – SCOPE OF WORK AND SPECIFICATIONS

(under separate cover)

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. Bid 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. Public Works Contractor Certification
- I. Acknowledgement of Receipt of Changes to Bid Documents Form
- J. State of NJ Information and Certifications (to be provided to the low bidder)
 - 1. Ownership Disclosure Form
 - 2. Disclosure of Investigations and Other Actions Involving the Vendor Form
 - 3. Source Disclosure Form
 - 4. Vendor Certification and Political Contributions Disclosure Form
 - 5. MacBride Principles Certification Form

NON-COLLUSION AFFIDAVIT FORM

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

Number: **WSA-Q25016W**

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-Q25016W**

- 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. ALL CONTRACTORS
 - 1. All contractors shall complete and submit the Initial Project Workforce Report Form AA-201, upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor’s compliance with the regulations. A copy of the filed AA-201 must be provided to the Authority prior to the contract being executed. This form is available at https://www.nj.gov/treasury/contract_compliance/.

 - 2. Failure to submit the form may result in the contract being terminated.

 - 3. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202, once a month thereafter for the duration of the contract to the Division of Contract Compliance and to the Authority’s Public Agency Compliance Officer. This form is available at https://www.nj.gov/treasury/contract_compliance/.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the Law.

SIGNATURE: _____
TITLE: _____
COMPANY: _____

NOTE: A contractor’s bid must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

NOTICE OF INTENT TO SUBCONTRACT FORM

New Jersey Water Supply Authority
P.O. Box 5196, 1851 Route 31
Clinton, New Jersey 08809
Number: **WSA-Q25016W**

This **Notice of Intent to Subcontract Form** must be completed and included as part of each bidder’s proposal. Failure to submit this form will be cause for rejection of the bid as non-responsive.

Bidder’s name and address:

INSTRUCTIONS: PLEASE CHECK ONE OF THE BOXES:

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED SUBVENDOR UTILIZATION PLAN WITH THEIR BID PROPOSALS.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractors Utilization Plan (Plan) for approval to the Authority in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the Plan documentation of such efforts in accordance with NJAC 17:13-4.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

SUBCONTRACTOR UTILIZATION PLAN

New Jersey Water Supply Authority
P.O. Box 5196, 1851 Route 31
Clinton, New Jersey 08809
Number: **WSA-Q25016W**

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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SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>
IF YES, SMALL BUSINESS CATEGORY:	_____ <input type="checkbox"/>
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>
IF YES, SMALL BUSINESS CATEGORY:	_____ <input type="checkbox"/>
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>

SUBCONTRACTOR'S NAME:	_____
ADDRESS:	_____ _____
PHONE NUMBER:	_____
EMAIL:	_____
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	_____
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	_____ _____
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>
IF YES, SMALL BUSINESS CATEGORY:	_____ <input type="checkbox"/>
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	<input type="checkbox"/> <input type="checkbox"/>

DPP Rev. 12.13.2021

An optional, fillable version of this form is available online at
<https://nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf>

BUSINESS REGISTRATION CERTIFICATION

New Jersey Water Supply Authority Number: **WSA-Q25016W**
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 Vendor 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 Vendor first provides proof of valid business registration.

A subVendor 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 Vendor to the New Jersey Water Supply Authority. No subcontract shall be entered into by any Vendor under any contract with the New Jersey Water Supply Authority unless the subVendor 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 VENDOR AND EACH SUBVENDOR 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: _____

PUBLIC WORKS CONTRACTOR CERTIFICATION

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

Number: **WSA O25016W**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for “public works” as defined by N.J.S.A. 34:11-56.26 be registered with the New Jersey Department of Labor and Workforce Development before submitting a bid. **Contractors and any named subcontractors are asked to provide proof of registration(s) with their bid either by sharing their Certificate Number(s) or by sending a copy(ies) of the Certificate(s).** Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

No contract shall be entered into by the New Jersey Water Supply Authority unless the contractor first provides proof of contractor registration(s).

A subcontractor under any contract with the New Jersey Water Supply Authority shall provide proof of contractor registration with the Department of Labor and Workforce Development 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 contractor registration.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

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

Number: WSA-Q25016W

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

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

Bidder/Contractor:

Telephone: _____

FAX: _____

The undersigned hereby acknowledges receipt of the following addendum/addenda:

No. _____

Dated: _____

No. _____

Dated: _____

The undersigned hereby acknowledges that there were no addenda issued.

Name of Bidder

By: _____

Title: _____