



RFP #001-2024

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
RESERVOIR & WATERSHED MANAGEMENT
ADVISORY/CONSULTING SERVICES**

Issuance of Request for Proposals: Tuesday, January 30, 2024

Question Cut-off Date: Friday, February 9, 2024

Proposals Due: Thursday, February 29, 2024

Time: 1:30 PM Prevailing Time

Issued by:

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
ONE F.A. ORECHIO DRIVE
WANAQUE, N.J. 07465**

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DEFINED TERMS

The following definitions shall apply to and are used in this Request for Proposals:

"Applicable Law" – means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a governmental body relating to the Commission, the Selected Respondent or the performance of the Services.

"Commission" – or **"NJSWSC"** refers to the North Jersey District Water Supply Commission.

"Contract" - refers to this RFP, the subsequent contract to be entered into with the Selected Respondent, which shall incorporate this RFP, and any addendums or clarifications.

"Contractor" –, refers to the Selected Respondent/Consultant.

"Proposal" – refers to the complete response to this RFP, submitted by a Respondent.

"RFP" – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or **"Respondents"** – refers to the interested person(s) and/or firm(s) that submit a Proposal.

"Selected Respondent" or **"Consultant"** – refers to the qualified respondent selected by the Commission for the award of the Contract to perform the Services.

"Consulting Services" or the **"Services"** – refers to the services to be provided by the Selected Respondent for the provision of **Reservoir and Watershed Management Advisory/Consulting Services** in accordance with the provisions of this RFP and the resulting Contract to be prepared by the Commission.

"WTP" – refers to the Wanaque Treatment Plant.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. **Introduction and Purpose.**

The Commission is organized and exists under and pursuant to N.J.S.A. 58:5-1 et seq., and is a public body politic and corporate formed by its member municipalities and authorized to acquire, develop and operate a water supply system for use by any municipality in the Counties of Sussex, Warren, Hunterdon, Passaic, Morris, Monmouth, Somerset, Bergen, Hudson, Essex, Union and Middlesex (the "District"). Pursuant to its enabling legislation, the Commission is authorized to finance, construct and place into operation, and operate and use facilities deemed necessary for and incidental to the treatment, filtration, transmission and distribution of potable water for the benefit of municipalities within the District. The Commission presently contracts with municipalities, regional municipal purveyors, and publicly and privately-owned utilities. It is operated on a non-profit basis and funded through the municipalities and utilities that are contract participants of the Commission.

Through its Wanaque North and South projects, the Commission provides potable water to numerous contracting municipalities. In addition, the Wanaque South Project includes a joint venture between the Commission and Veolia Water-New Jersey.

The Commission is soliciting Proposals, including Respondent's qualifications, from interested firms for the provision of **Reservoir and Watershed Management Consulting Services**, as referenced in **Section 2, Scope of Services**. Through the procurement process initiated by this RFP, firms interested in assisting the Commission with the provision of the Services must prepare and submit a Proposal in accordance with the procedures and schedule in this RFP. The Commission will review Proposals only from those firms that submit a Proposal that includes all the information required to be included as described herein in the sole judgment of the Commission.

1.2. **Procurement Process and Schedule.**

The Commission has structured a competitive process that seeks to obtain the desired results described above in order to ensure that each individual and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in

Section 5 of this RFP, which will be applied in the same manner to each Proposal received.

The award of a contract to the Selected Respondent is subject to P.L. 2005, c. 51 (Chapter 51), codified at N.J.S.A. 19:44A-20.13 et seq., and Executive Order 117 (2008) (commonly known as “pay to play” limitations) and the New Jersey Election Law Enforcement Commission disclosure requirements set forth in P.L. 2005, C. 271, as amended, codified at N.J.S.A. 19:44A-20.26, and as more fully described in Section 1.8 of this RFP. Respondents, as part of this procurement process and, if selected, must at all times abide by all requirements of New Jersey law, and all relevant Executive Orders.

Proposals will be reviewed and evaluated by a Commission-established “Evaluation Committee” to determine if each Respondent has met the required professional and administrative requirements set forth in this RFP. Under no circumstances will a member of the Evaluation Committee review responses to an RFP for services for which a member or a member’s firm submitted. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the Commission will, in its sole judgment, determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent who meets the requirements of the RFP, in the sole judgment of the Commission, will be designated as a qualified respondent and, from that pool of qualified respondents the Commission will choose the Selected Respondent.

The procurement process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in **Table 1, Procurement Schedule**. The Commission reserves the right to amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All Respondents shall be required to execute a Confidentiality & Non-Disclosure Agreement (“NDA”) with the Commission for all information utilized and generated as part of this Contract. The Confidentiality & Non-Disclosure Agreement must be returned to the Commission prior to execution of the Contract for the Services outlined in this RFP. The Confidentiality Agreement shall extend, if applicable, to the Respondent’s subconsultants. A sample NDA is attached hereto as **Attachment 2**.

All communications concerning this RFP or the RFP process shall be directed to the Commission’s Designated Contact Person, Margaret Maddalena, Contract Administrator, in writing and e-mailed to mmaddalena@njdwsc.com. Respondents are advised not to call the Commission for information.

Respondents must submit an original and five (5) copies, and an electronic copy of the Proposal on a CD or USB Drive. Proposals must be in a sealed envelope clearly marked with the RFP's title, date, and time due submitted to:

**Margaret Maddalena
Contract Administrator
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465**

Sealed Proposals must be received by the Commission, via mail, overnight delivery or hand delivery by 1:30PM, Prevailing Time, on Thursday, February 29, 2024 at which time all Proposals will be publicly opened. Proposals will not be accepted by facsimile transmission or e-mail. Please indicate on the outside of the envelope, "Response to Request for the Provision of Reservoir & Watershed Management Advisory/Consulting Services RFP #001-2024."

Subsequent to issuance of this RFP, the Commission (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the Commission.

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Proposals	<u>Tuesday, January 30, 2024</u>
2. Question Cut-Off Date	<u>Friday, February 9, 2024</u>
3. Proposal Submission Date	<u>Thursday, February 29, 2024</u>
4. Tentative Contract Award Date	<u>Wednesday, March 27, 2024</u>

1.3. Conditions Applicable to RFP.

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

- The Commission reserves the right, in its sole judgment, to reject for any reason any and all Proposals, and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration.
- The Commission reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFP, or to reject a Proposal that contains exceptions to the requirements of this RFP, or reject a Proposal that is not responsive to the requirements of this RFP.
- The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the Commission upon submission and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Commission in its sole discretion, and in accordance with applicable law.
- The Commission may request Respondents to send representatives to the Commission for interviews.
- The Commission reserves the right to not select any Respondent(s) for final contract award as a result of the RFP process.
- Any and all Proposals **not received** by the Commission by **1:30 PM**, Prevailing Time on **Thursday, February 29, 2024** will be rejected.
- Neither the Commission, nor its respective Commissioners, staff, consultants or advisors (including, but not limited to, the Evaluation Committee) shall be liable for any claims or damages resulting from the solicitation or preparation of any Respondent's Proposals, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

1.4. Rights of Commission.

The Commission reserves, holds and may exercise, in its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with Applicable Law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.

- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Commission deems necessary or appropriate, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To request that Respondents send representatives to the Commission for interviews at a time and place designated by the Commission.
- To request additional information from prospective Respondents.
- To cancel this RFP or procurement process if it determines it is in the Commission's or the public interest to do so and to institute another procurement process.
- To reject any Respondent that submits in response to this RFP, a Proposal that is incomplete or not responsive to the requirements of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To request clarification or amplification from any Respondent of its Proposal or any portion thereof.
- To request an oral presentation with any Respondent, if it believes that it would be helpful to the Commission or Evaluation Committee to do so.
- To negotiate with one or more Respondents after receipt of Proposals on any of the final terms and conditions of the retention, including price, so long as the Commission maintains a written record of all such negotiations.
- To reserve the right to waive minor irregularities and any technical non-conformance with the terms of this RFP. The Commission also reserves the right to waive a mandatory requirement provided that:
 1. the requirement is not mandated by law;
 2. all of the otherwise responsive Proposals failed to meet the mandatory requirement; or
 3. in the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the Commission's interests associated with the procurement.

1.5. Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the Commission may issue addenda, amendments or answers to written inquiries. Those addenda, amendments or answers to written inquiries will be issued to all Respondents and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda amendments or answers to written inquiries issued prior to the submission date for the Proposal.

1.6. Cost of Proposal Preparation.

Each Proposal shall contain all information required to be submitted pursuant to the RFP and shall be prepared at the sole cost and expense of the Respondent. The Respondent agrees that it will not seek reimbursement from the Commission, its Commissioners, staff or consultants for the costs or expenses incurred in the submission of a Proposal.

1.7. Proposal Format.

Proposals should include all information requested in this RFP. Proposals that, in the sole judgment of the Commission, fail to meet the requirements of the RFP or are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors, may be rejected.

1.8. Campaign Contributions and Expenditure Reporting.

On April 3, 2023, Governor Murphy signed the Elections Transparency Act (ETA), N.J.S.A 19:44A-20.13 to 20.25 into law. He subsequently issued Executive Order (EO) 333 which amended prior Eos to align with the newly-enacted ETA. Contractor shall comply with the ETA disclosure requirements.

1.9. Requirements of Executive Order #37.

On September 25, 2006, Governor Corzine signed Executive Order #37, which sets forth a series of reforms concerning the State's independent authorities. This RFP process shall at all times comply with the provisions of E.O. #37 requiring a "fair and transparent process." The Commission has established a scoring process and an Evaluation Committee pursuant to EO #37 and will be using both when determining which firm(s) to award a contract to. The factors that the Commission will use as part of this scoring process may include, but are not limited to, the following:

- a. The background, qualifications, skills, and experience of the firm and its staff;
- b. The firm's degree of expertise concerning the area at issue;

- c. The rate or price to be charged by the firm;
- d. The Commission's prior experiences with the firm;
- e. The firm's familiarity with the work, requirements, and systems of the State authority;
- f. The firm's proposed approach to the issues raised in the project description or specifications;
- g. The firm's capacity to meet the requirements of the project at issue;
- h. The firm's references;
- i. Interviews with prospective firms; and
- j. Geographical location of the firm's offices.

Respondents are directed to **Section 5** of this RFP for a complete description of the criteria to be utilized by the Commission in reviewing and evaluating Proposal.

Section 2 of the RFP describes the scope of services to be performed by the Selected Respondent during the term of the contract. As part of the criteria that the Evaluation Committee and the Commission will use to assess the Proposals submitted in response to the RFP, Respondents are required to demonstrate their qualifications and experience in providing these services, and to describe their experience in performing these services under similar contracts.

Should an oral presentation be requested by the Commission, it will be an opportunity for the Respondent to introduce its staff to the Commission, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Commission. The Respondent may use materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Commission, including the time allotted for a question and answer period. Information relating to the Respondent's recent experience on similar assignments, approach to the work and the use of innovative and/or cost effective measures should be included in the oral presentation.

1.10. Contract Term.

The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

SECTION 2

SCOPE OF SERVICES

2.1. General.

The Commission is a large regional bulk supplier of potable water to local municipalities and private and public water utilities. The Commission oversees two reservoirs, the Wanaque Reservoir (the "WR") at 29.6 Billion Gallons (BG) full capacity and the Monksville Reservoir (the "MR", and together with the WR, the "Reservoirs") at 7 BG capacity. Two (2) pump stations on the Pompton and Ramapo Rivers are also operated by the Commission, diverting river water to the Wanaque Reservoir to meet additional water supply needs. The watershed for the Wanaque Reservoir is approximately 94.4 sq. miles and the Monksville drainage area is 40.4 sq. miles.

It is the intent of the Commission to solicit Proposals from firms that have expertise in the Services with experience working with a large public water utility. Consultant shall use its best effort at all times to cause the Services to be performed in the most expeditious and cost effective manner consistent with the interests of the Commission.

The Commission's laboratory staff samples and analyzes stream inflow sites and reservoir depths at bi-weekly and monthly intervals and evaluates data sets. The Commission has developed a loading model for solids and nutrients in the Wanaque Reservoir. An aerator has been placed at the Intake Structure at Raymond Dam to identify water quality of the water entering the WTP at 3 feet depth intervals. Bio-manipulation with top-line predators has been done in 2019 and is being renewed currently.

2.2. Scope of Services.

The Commission is actively involved and concerned with Cyanotoxins formation during algae blooms and potential effect on the potable water supply and the Reservoir flora and fauna. With this in mind, the Commission is soliciting for a Consultant to review and evaluate reservoir collection data, recommend treatment actions to preservepreserve the pristine water quality of the Commission's Reservoirs. Consultant may be required to perform all or some of the Services presented in this RFP, depending upon the needs of the Commission. Specifically, the Commission seeks a qualified Respondent who can provide the following services:

- Evaluate NJDWSC monthly **watershed stream's** collection data as collected by the Commission of nutrients and metals and minerals for impact on algae and microbiology of Reservoir.

- Evaluate current monthly depth and stream sampling data and make any necessary sampling and/or treatment recommendations based on depth and stream data inputs, models, and weather conditions.
- Evaluate Reservoir vertical profiler, Raw Water Quality Panel data and recommend additional parameters, if needed, and utilize data for justification of Reservoir and/or water treatment action plan.
- Recommend Reservoir and watershed techniques to control algae blooms, Geosmin & MIB concentrations and potential Cyanotoxins formations based on all data results.
- Review aerators for proper functioning.
- Evaluate fish stocking and the Wanaque Reservoir food chain.
- Recommend optimized treatment techniques (cost and performance) for WTP based on above information and field experience with emphasis on taste and odor, Geosmin & MIB and Cyanotoxins control.
- Assist in challenges and problem resolution in Reservoir and watershed management.
- Ability to advertise, secure a pesticide permit, and apply algaecide to Wanaque Reservoir at various locations as recommended in the above evaluations.

2.3. Vendor Qualifications.

- Minimum of ten (10) years' experience with lake and / or reservoir control of algae.
- Minimum of ten (10) years' specific experience to assess reservoirs used for potable water supply.
- Ability to plan, develop, design systems and biological manipulations to successfully resolve Water Quality problems caused by algae in potable supply reservoirs.
- Engineering analysis and solutions, with engineering certifications to consider ecology and the environment.
- At least one staff member with doctorate degree in aquatic limnology.
- Identification of three (3) references as to Respondent's ability to perform the Services.

2.4. Deliverables.

- Written reports or e-mail correspondence on evaluations and reviews per request of Commission.

2.5. Personnel.

The Selected Respondent represents and agrees that:

1. It has the personnel necessary to provide the Services as requested;
2. No personnel provided by the Selected Respondent are or shall be employees of the Commission nor shall they have any contractual relationship with the Commission;
3. All of the Services to be provided by the Selected Respondent pursuant to the contract will be provided by personnel qualified to perform the particular work; and
4. The Selected Respondent shall include within their proposal any subcontract, along with the subconsultant's qualifications, all inclusive rate sheet and work tasks to be performed by subconsultant.
5. Any and all work performed by a subconsultant is to be supervised by the Selected Respondent.

2.6. Confidentiality & Non-Disclosure Requirements.

The Selected Respondent shall hold in trust and not reveal to any third party, except as provided in this RFP and/or subsequent Contract, if applicable, between the Commission and the successful Respondent(s), any and all confidential or "Security Related" information as defined herein. The Respondent shall require its employees and subconsultants to comply with the provisions of this RFP and/or subsequent Contract, if applicable, as it pertains to confidentiality. This Section must be included in all subcontracts entered into by the Consultant.

Confidential or "Security Related" information shall include:

- Any and all financial, statistical, personnel and/or technical data supplied to the Respondent.
- Any and all data, technical information, material gathered, originated, developed, prepared, used or obtained in the performance of this Contract, including results and opinions of the Consultant.

- Any and all communications between the Commission and the Consultant, and the Consultant and any third party regarding the performance of this Contract.

The Consultant is required to protect the confidentiality of such data. Any use, copying, distribution, sale or offering of this data in any form by the Consultant, or any individual or entity in the Consultant's charge or employ for purposes not connected with this Contract, will be considered a violation of this Contract and may result in contract termination and the Consultant's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for criminal prosecution to the extent allowed by law.

It is further agreed that any information supplied by the Commission to the Consultant and any information developed by the Consultant in satisfaction of the Scope of Work within this Contract is subject to the following conditions and restrictions not including the conditions and restrictions set forth in the sample Non-Disclosure Agreement annexed hereto as Attachment#2::

- Information received from or developed for the Commission is to be used solely for the purpose(s) established in this Contract.
- The data confidentiality matters coming within this Contract shall continue beyond the completion of all work involved in this Contract, unless specifically waived in writing by the Commission.
- Any and all asset information received from prior to the issuance of this RFP shall be considered confidential or "Security Related" information; however, other information that was already known to the Respondent prior to the issuance of this RFP, or any information that is or has become publicly available and is rightfully received by the Respondent, or any information that is approved by the Commission for the Respondent to release shall not be considered confidential.

The Consultant within the content of its reports shall interpret nothing contained herein to interfere with or impose any limitation on the expression of professional judgment nor shall it restrict disclosure required of the Consultant by State or Federal Law. Unless, such disclosure is specifically exempt due to the provisions of State or Federal Law, resolution of either or both houses of legislature, a regulation promulgated under the authority of any statute or Executive Order of the Governor, an Executive Order of the Governor, and/or Rules of Court.

Respondents shall submit with their proposal documentation of their written procedures for protecting the confidentiality of such data in accordance with this Section. Subconsultants, if they are to be used, must also submit their written

procedures or must submit a written agreement to accept and use the procedures of the Consultant.

Such procedures should address, but not be limited to, the following factors:

1. Conducting criminal history background checks for any individual scheduled to work in any detail relating to the Scope of Work within this Contract.
2. Deselecting an individual based on the results of a criminal history background check.
3. Reviewing and authenticating immigration credentials for any individual who is a non-U.S. citizen.
4. Limiting and/or prohibiting, consistent with applicable law, the distribution of personal information for those personnel deemed to have access to confidential information concerning this Contract including the limitation of access to databases containing individual names, home addresses and other personal information.
5. Ensuring that individuals are fully aware of the importance of vigilance and reporting suspicious activities and security breaches to corporate security (or equivalent) and for corporate security (or equivalent) to refer all such reported activities to law enforcement officials.
6. Controlling and storing documents/data (both paper and electronic).

Upon approval of the Commission, these procedures shall become part of the Contract and failure by the Consultant or subconsultant to comply with these procedures will be considered a violation of this Contract.

2.7. Cooperative Work.

The Consultant will be responsible to work in cooperation with Commission personnel, Commission administration, officials of the Commission, client departments and agencies, consulting engineers/architects and/or legal counsel, and contractors, as may be required to complete the Services.

2.8. Non-Exclusive Right and Assignment of Work.

It is understood that any Work Order and/or Notice to Proceed will be issued under the Contract at the sole discretion of the Commission and the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order or Notice to Proceed for any project or work. The Commission reserves, at all times, the right to perform any and all Services in-house, or with other private professional consultants, or engineers consistent with applicable law, if required, or to discontinue or withdraw any or all projects or work or to exercise every other choice allowed by law.

This Contract does not confer on the Consultant any particular, exclusive or special rights to any Services required by the Commission.

2.9. Work Hours.

All work on Commission-owned property shall be performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, New Jersey State Holidays excepted.

2.10. Security.

Anyone entering the grounds of the Commission MUST submit an Access Approval Form, **(Attachment #1)** with copy of Photo ID at least 2 business days before arrival on site.

Any and all photographs, drawings, information related to this RFP, and Proposal, shall be classified as CONFIDENTIAL and will become the property of the Commission. No documents, photos and information as it relates to this RFP, the Proposal, and the Services, are to be disseminated by the Selected Respondent.

Proof of background checks will be required for personnel working for the Selected Respondent who might have access to Commission Information.

2.11 Fee Proposal.

Provide not-to-exceed annual flat fee for performance of the Services specified herein, including labor, materials, transportation, and expenses.

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2.11. Payments.

Compensation payable to the Consultant shall include all reasonable professional services, overhead, secretarial costs, copying costs, and delivery charges. Compensation shall be payable within sixty (60) days of receipt of invoices with the approval of the Commission and, in accordance with the Commission's standard accounting policies and procedures.

END OF SECTION TWO

SECTION 3

SUBMISSION REQUIREMENTS

3.1. **General Requirements.**

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2. **Administrative Information Requirements.**

The Respondent shall, as part of its Proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
2. A completed and executed Letter of Qualification (See Appendix A to this RFP).
3. Name, address and telephone number of the firm or firms submitting the Proposal pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, Limited Liability Company, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm is a partially owned or a fully-owned subsidiary of another firm or company, identify the parent firm or company and describe the nature and extent of the parents' approval

rights over the activities of the firm submitting a Proposal. Describe the approval process.

- (c) If the Respondent is a partnership, Limited Liability Company, joint venture or similar organization, it shall provide comparable information as required in 4 (a) and (b) above for each member of the partnership, Limited Liability Company, joint venture or similar organization.
- 5. An executed Letter of Intent (See Appendix B).
- 6. The number of years your organization has been in business under the present name.
- 7. The number of years your organization has been under the current management.
- 8. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
- 9. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please provide a written description of the circumstances underlying the adjudication and a copy of any legal ruling relevant thereto.
- 10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please provide a written description of the circumstances underlying the bankruptcy proceedings and a copy of any legal rulings relevant thereto.
- 11. Confirm appropriate federal and state licenses to perform the Services.
- 12. Respondent shall submit a copy of its **Business Registration Certificate**.

3.3. Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the Services sought in the RFP, and provide proof of all certifications necessary to perform such Services. At a minimum, the following information on past experience should be included as appropriate to the RFP:

- a. Description and scope of work by Respondent;

- b. Name, address and contact information of at least three (3) references; and
 - c. Explanation of perceived relevance of Respondent's experience to the RFP
- 2. Describe the services that Respondent would perform directly.
- 3. Describe those portions of the Services, if any that will be sub-contracted out by the Respondent. Identify all subconsultants the Respondent anticipates using in connection with the Services set forth in this RFP.
- 4. Resumes of key employees.
- 5. A narrative statement of the Respondent's understanding of the Commission's needs and goals.
- 6. List all immediate relatives of Principal(s) of Respondent who are Commission employees or elected officials of the Commission, any. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If none, so state.

3.4. Insurance and Indemnification Requirements.

The Selected Respondent hereby agrees to fully indemnify, defend and hold harmless the Commission, the Commissioners, its members, directors, officers, agents, servants, employees and successors and assigns from and against all losses, fines, penalties, damages, lawsuits, claims, causes of action, liabilities, demands, obligations to Consultant, and expenses, including attorneys' fees in connection with the loss of life, personal injury, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the Consultant or the Consultant's agent's, servants, employees, and subconsultants in the performance of services and provision of goods under this Contract. This obligation shall include the provision of a defense for the Commission at all stages of the claims or judicial process and together with all losses, fines, penalties, costs and expenses relating to any of the foregoing, including but not limited to, court costs and reasonable attorneys' fees arising out of this Contract and to enforce this indemnification provision.

The Selected Respondent retained to perform the Services will be required to obtain and maintain continuously, at its own expense, and file with the Commission and its insurance broker evidence of coverage as enumerated below:

- 1. **Commercial General Liability Insurance:**

Commercial General Liability Insurance, written on an industry standard occurrence form (CG 00 01), 1207 Edition or Equivalent.

The Selected Respondent shall maintain Products Completed Operations liability coverage for a period of at least twenty-four (24) months following the Final Project Completion Date.

Such policy(ies) must provide the following minimum limits:

\$2,000,000	General Aggregate - Applies Per Project
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 100,000	Fire Damage Legal Liability

Any deductible or self-insured retention must be disclosed and is subject to approval by the Commission. The cost of any claim payments falling within the deductible shall be the responsibility of the Selected Respondent.

2. **Business Automobile Liability:**

Including coverage for owned, non-owned, leased or hired vehicles, written on an industry standard form (CA 00 01) or equivalent. Such policy(ies) must provide the following minimum limits:

\$1,000,000	Combined Single Limit (Bodily Injury & Property Damage)
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3. **Worker's Compensation:**

- Worker's Compensation Limits: Statutory
- Employer's Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease – Policy Limit
 - \$1,000,000 Disease – Each Employee

4. **Excess/Umbrella Insurance:**

Schedule of Underlying to include: General Liability, Employer's Liability and Auto Liability as outlined above.

Minimum Limit of Liability: \$5,000,000 per Occurrence
\$5,000,000 Aggregate

5. **Professional Liability:**

Minimum Combined Limit of Liability: \$3,000,000 Each Incident
\$3,000,000 Policy Aggregate

Definition of Covered Services: Includes all services performed by the insured for a fee.

The Selected Respondent shall maintain this Insurance for a period of at least twenty-four (24) months following the expiration of the contract term and/or termination of service.

The Commission must be named as an additional insured under all applicable policies (except for Worker's Compensation and Professional Liability) and the Selected Respondent must provide the Commission with current Certificates of Insurance for all required insurance coverages upon execution of the contract for the Services.

In the event the Selected Respondent will utilize leased, contract or temporary employees to perform the Services, it will be necessary for the Selected Respondent to demonstrate to the Commission's full satisfaction prior to the award of a contract that all such employees are covered with Worker's Compensation insurance.

6. **Evidence of Insurance:**

The following documents must be provided in conjunction with a Certificate of Insurance:

- A copy of the endorsement naming the Commission as an Additional Insured, on Form CG2010 or equivalent on all policies except Worker's Compensation.
- A copy of an endorsement stating that the coverages provided by this policy to the Commission shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the Commission.
- A waiver of subrogation in favor of the Commission should apply under all the policies outlined in this section.
- General Contractor and subcontractors, if any, are required to maintain the same level of coverage as outlined in Section 1 and provide Certificates of Insurance and copies of supporting endorsements.

All policies must be rated A-VII or higher in the A.M. Best's Key Rating

Guide and licensed to do business in the State of New Jersey or are an eligible Surplus Lines Insurer or are an acceptable Joint Insurance Fund.

Acceptance by the Commission of deficient evidence of insurance does not constitute a waiver of contract requirement as provided by conditions of the contract.

3.5. Affirmative Action.

During the performance of the Services, the Selected Respondent must agree as follows:

- a. The Selected Respondent 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, gender identity or expression, disability, nationality the contractor will take affirmative action to ensure such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality, or sex. Such action shall include, but not 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 Selected Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- b. The Selected Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Respondent, 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.
- c. The Selected Respondent will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Selected Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Selected Respondent agrees to comply with the 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 American Disabilities Act.

- e. The Selected Respondent shall furnish such reports or other documents to the affirmative action office 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 affirmative action office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.
- f. The Selected Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- g. The Selected Respondent agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- h. The Selected Respondent 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, laws, regulations and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- i. The Selected Respondent agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes, laws, regulations and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal Court decisions.
- j. The Contractor shall submit to the public agency, after notification of award but prior to execution of 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 and distributed through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.

k. The Contractor and its subcontractors 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.

3.6. Disclosure of Investment in Iran.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

3.7. Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

END OF SECTION THREE

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Proposals.

Respondents must submit an original and five (5) copies, and an electronic copy of their Proposal on a CD or USB drive, to the Designated Contact Person:

Margaret M. Maddalena
Contract Administrator
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Sealed Proposals must be received by the Commission no later than **1:30 PM, Prevailing Time on Thursday, February 29, 2024** and must be mailed, overnight delivered, or hand-delivered. Proposals forwarded by facsimile or e-mail **will not** be accepted. Please indicate on the outside of the sealed envelope **“Response to Request for Proposals for Reservoir & Watershed Management Advisory/Consulting Services.” RFP #001-2024.**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The Commission's objective in soliciting Proposals is to enable it to select a person(s) or firm(s) from among the Respondents that will provide high quality and cost effective services. The Commission will consider Proposals only from firms or organizations that, in the Commission's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Commission in the manner described in this RFP.

Selection of one Selected Respondent to perform the Services will be made on a competitive basis based on the Respondent's qualifications and the proposed fee, and familiarity with Applicable Law relevant to the performance of the Services. The selection will also take into consideration a Respondent's proficiency in providing the Services to governmental entities. The Commission will select the Respondent that it determines is best qualified to provide the Services to the Commission, price and other factors considered.

The factors that the Commission will use as part of evaluation may include, but are not limited to, the following:

1. APPROACH/PROJECT UNDERSTANDING/OFFICE LOCATION: (35 Points)

- a. The Respondent's proposed approach to the Scope of Services; and
- b. The Respondent's understanding of the Services and its objectives; and
- c. The degree of completeness of the Respondent's response to the specific requirements of the RFP; and
- d. Geographical location of the Respondent's offices and key personnel.

2. QUALIFICATIONS/PROJECT EXPERIENCE/REFERENCES/PAST EXPERIENCE WITH SIMILAR PROJECTS (35 Points)

- a. The background, qualifications, skills and experience of the Respondent and its staff in the disciplines covered by the RFP; and
- b. The Respondent's references; and
- c. The Commission's prior experience with the Respondent and the Respondent's familiarity with the work, requirements, and systems of the Commission; and
- d. The Respondent's experience in interacting with various regulatory agencies including NJDEP, etc., if so required by the Scope of Services; and
- e. Proven track record of providing the Services to a large public water utility; and
- f. Interviews with Respondent(s), if requested by the Commission (may impact Parts 1 and/or 2 of Evaluation).

3. COST PROPOSAL:

(30 Points)

Respondents shall provide a not-to-exceed annual flat fee for performance of the Services as listed in Section 2.2 of the Scope of Services including labor, materials, transportation, and expenses.

END OF SECTION 5

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Dear Mr. Eustace:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals issued by the North Jersey District Water Supply Commission (the "Commission"), dated [insert date], in connection with the Commission's need for Reservoir & Watershed Management Advisory/Consulting Services.

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief
Executive Officer)

(Signature of Chief
Financial Officer)

(Typed Name and Title)

(Typed name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated: _____

Dated: _____

* If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Timothy J. Eustace, Executive Director
North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Dear Mr. Eustace:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals ("RFP"), issued by the North Jersey District Water Supply Commission ("Commission"), dated [insert date], in connection with the Commission's need for Reservoir & Watershed Advisory/Management Consulting Services.

(Name of Respondent) HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Commission. (Name of Respondent) declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the Commission may modify, amend, suspend and/or terminate the procurement

process (in its sole judgment). In any case, the Commission shall have no liability **whatsoever** to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

_____(Typed Name and Title)

_____(Type Name of Firm)*

Dated: _____

- If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

APPENDIX C

NON-COLLUSION AFFIDAVIT

(Note: No modifications may be made to this form.)

STATE OF _____ }
s.s.:
COUNTY OF _____ }

I _____ of the city of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to the law on my oath depose and say that: I am _____ of the firm of _____ the Respondent making the Proposal for the Services, and that I executed the said Proposal with authority so to do; that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the Services; and that all statements contained in the said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding a contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

NAME OF CONTRACTOR

OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn
to before me this _____ day
of _____ 2024.

Notary Public of the State of _____
My Commission expires _____

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

ATTACHMENT #1

ACCESS APPROVAL FORM

1 PAGE



ACCESS APPROVAL FORM TO COMMISSION FACILITIES

COMPLETE ALL SECTIONS

PLEASE PRINT LEGIBLY

1. Name of Individual Entering Premises: _____
 - a. Company Name: _____
 - b. Date of Arrival: _____
 - c. Time of Arrival: _____
 - d. Your Contact Info: Phone: _____ Fax: _____ Email: _____
2. Purpose:
 - a. Meeting: () Interview: () Pre-bid/Pre-Proposal Meeting: () Bid Opening: ()
Bid/RFP # & Title: _____
Meeting Scheduled With: _____
Visiting which Commission Facility: _____
 - b. Delivery: () Routine -or- () Special
Purpose of Delivery: _____
Contact Person at NJDWSC: _____
Type: _____ Package: _____ Chemical: _____ Other: _____
Hazardous Materials () (Attach MSDS Sheets)
Other Materials Delivered or Transported to Commission Property (List Below):

3. Vehicle Make: _____ Year: _____ Color: _____ Lic. Plate #: _____
4. Emergency Contact Number of Your Firm: _____ Name: _____
Tele #: _____

Email completed Access Approval Form & Photo ID to security@njdwsc.com 24 hours prior to arrival time. For any questions, please call (973) 831-6200. A new Access Approval Form is required for each and every visit.

Approved by Commission: _____ Date: _____

Comments: _____

ATTACHMENT #2

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

(5 PAGE)

COMMISSIONERS
HOWARD L. BURRELL
CHAIRMAN
GLENWOOD, NJ
CHARLES P. SHOTMEYER
VICE CHAIRMAN
FRANKLIN LAKES, NJ
ALAN S. ASHKINAZE
ORADELL, NJ
DONALD C. KUSER
WAYNE, NJ
JAMES L. CASSELLA
EAST RUTHERFORD, NJ
CRISTINA M. CUTRONE
FAIR LAWN, NJ
TERRANCE J. DUFFY
WEST MILFORD, NJ



TIMOTHY J. EUSTACE
EXECUTIVE DIRECTOR
WILLIAM SCHAFFNER
CHIEF FINANCIAL OFFICER
KIM DIAMOND
COMMISSION SECRETARY

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of ____, 2024 by and between:

THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION (hereinafter, the “Commission”), located at One F.A. Orechio Drive, Wanaque, New Jersey 07465; and

_____, and its affiliates and subsidiaries (hereinafter, “_____”), with a primary place of business located at _____, _____ and, together with the Commission, the “parties”).

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 58:5-1 *et seq.*, the Commission is a public body corporate duly organized and existing under and by virtue of the laws of the State of New Jersey, exercising public and essential governmental functions and providing for the public health and welfare, and is engaged in developing raw water sources, storing water and distributing a reliable supply of potable water to its participating municipalities; and

WHEREAS, the Commission fulfills a vital role in maintaining, overseeing, and securing the operation of the largest regional water supply in the State of New Jersey, the safety and security of said operation constituting a critical Homeland Security concern; and

WHEREAS, in order to facilitate the possibility of entering into a contract for goods and services, and in particular, the procurement process pertaining to **RFP # 001-2024 RESERVOIR & WATERSHED MANAGEMENT ADVISORY/CONSULTING SERVICES** Commission-Owned Facilities, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to _____ (or the “Receiving Party”) and its representatives; and

WHEREAS, the Commission wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public or proprietary information disclosed to the Receiving Party and its representatives.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound, hereby agree as follows:

1. "Information" means all non-public or proprietary information of the Commission disclosed in connection with this Agreement and shall include, but not be limited to, information regarding the Commission or its related entities' assets, liabilities, financial and other conditions, insurance, reinsurance, employees, consultants, operations, facilities, prospects, business plans, customer lists, or security arrangements. Information also includes any documents prepared by the Receiving Party that through the use of non-public proprietary Information that was provided to the Receiving Party by the Commission.
2. As a condition to receiving the Information which the Commission may furnish to the Receiving Party and its representatives or to which the Receiving Party and its representatives are afforded access, directly or indirectly, the Receiving Party and its representatives shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Information, including, at a minimum, those measures that the Receiving Party takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care).
3. Information does not include information that:
 - a. Has been or becomes published or is now or in the future publicly available without breach of this Agreement or breach of a similar agreement by a third party or through no wrongful act of the receiving party or its representatives; or
 - b. Is known to the Receiving Party prior to the time such information was acquired from the Commission under this Agreement as evidenced by the Receiving Party's contemporaneous written records; or
 - c. Is independently developed and prepared by the Receiving Party not in reliance upon or reflecting any Information disclosed pursuant to this Agreement; or
 - d. Subsequent to disclosure, is lawfully received from a third party having rights therein without restriction (to the best of the Receiving Party's knowledge) on the right of such third party or the Receiving Party to disseminate the information and without notice of any restriction against its further disclosure.
4. Information shall not, without the prior written consent of the Commission, be disclosed to any person or entity other than the Receiving Party's and its representatives' employees (including outside legal counsel, actuaries and accountants) who need to know the Information and in those instances only to the extent of such need. The Receiving Party agrees to keep all Information confidential, and further agrees to use Information solely for the evaluation stated above, and for no other purpose. The Receiving Party agrees that it and its representatives' employees (including outside legal counsel, actuaries and accountants) shall be informed of the terms of this Agreement.

5. All Information shall remain the exclusive property of the Commission, and the Receiving Party shall have no rights, by license or otherwise, to use Information except as expressly provided herein.
6. The Receiving Party agrees on its own behalf and on behalf of its representatives and/or assigns to return to the Commission or destroy, and verify in writing such destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts, notes or other reproductions) promptly at the request of the Commission or within sixty (60) days of the termination or conclusion of the parties' business or contractual relationship. All information retained by the Receiving Party pursuant to this Section 6 shall remain subject to the confidentiality and nondisclosure obligations of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain one copy of Information that has become part of a file that the Receiving Party, in its reasonable judgment, is required to retain and/or make available for examination by government regulatory or investigatory agencies, or retain and/or produce by an order of a court or insurance regulatory agency.
7. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
8. In the event that the Receiving Party receives a request to disclose all or any part of the Information as part of a governmental investigation or under the terms of a subpoena or order issued by a court or governmental body, the Receiving Party will take all reasonable steps to notify the Commission promptly in writing of such request in order to allow the Commission an opportunity to resist or narrow such request and will reasonably cooperate, at the Commission's expense, with the Commission and its representatives in connection with the Commission's efforts to resist or narrow such request. In the event that the Commission elects to waive the provisions of this Section 8 or is otherwise unsuccessful in resisting such request, the Receiving Party shall only disclose the Information that it determines it is legally required to disclose after consultation with competent counsel.
9. Except as required by applicable law or court or arbitral order, neither party shall in any way or in any form disclose (except as necessary to such party's outside legal counsel, actuaries and accountants), publicize or advertise in any manner the discussions or negotiations concerning the business purpose underlying this Agreement, or the status of any such discussions or negotiations without the consent of the other party.
10. This Agreement shall be deemed to be a contract made under the laws of the State of New Jersey and for all purposes shall be construed in accordance with the laws thereof. The parties agree that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in the courts of the State of New Jersey.

11. Any provision of this Agreement which may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
12. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, and such consent shall not be unreasonably withheld, delayed or conditioned. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No permitted assignment shall relieve a party of its obligations hereunder with respect to Information disclosed prior to the assignment. Any assignment in violation of this Paragraph Thirteen (12) shall be deemed null and void.
13. No amendment to any provision of this Agreement shall be binding and enforceable unless in writing and signed by both of the parties and specifically referencing this Agreement.
14. This Agreement shall continue to be binding after the conclusion of the business or contractual relationship between the parties absent prior written consent of both parties.
15. This Agreement shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Agreement shall prohibit or interfere with the ability of counsel for any party to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.
16. Each of the parties acknowledges and agrees that remedies at law may be inadequate to protect the Commission against any actual or threatened breach of this Agreement by the Receiving Party or its representatives, and, without prejudice to any other rights and remedies otherwise available to the Commission (including, without limitation, monetary damages), the Receiving Party agrees to the granting of specific performance and injunctive or other equitable relief in the Commission's favor without proof of actual damages and each of the parties further agrees to waive, and to use all reasonable efforts to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Nothing in this Agreement shall be deemed or construed to limit or prevent the Commission from bringing a claim for damages as a result of any actual or threatened breach of this Agreement by the Receiving Party or its representatives.
17. Each of the parties agrees that no failure or delay by the Commission in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right or remedy hereunder.
18. This Agreement was entered into solely to benefit the parties and no other person or entity shall have enforceable rights and remedies hereunder or hereby.

19. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed an original but all of which together shall constitute one in the same instrument.
20. This Agreement sets forth the entire understanding between the parties concerning the subject matters of the foregoing recitals and paragraphs.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date first written.

(CONTRACTOR)

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT #3

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(1 PAGE)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ **Bidder/Offeror:** _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____	Signature: _____
Title: _____	Date: _____