



**CONTRACT #2106**

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

One F.A. Orechio Drive  
Wanaque, New Jersey 07465

Notice to Bidders,  
Information for Bidders, Form of Bid,  
Sample Contract, and Technical Specifications (Exhibit A)  
Certification & Disclosure Form, Access Approval Form  
Confidentiality and Non-Disclosure Agreement  
Disclosure of Investment Activities in Iran  
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

**FURNISH AND DELIVER  
DRY CATIONIC POLYMER FOR RESIDUAL TREATMENT  
PROCESS**

Howard L. Burrell       )  
Chairman                )  
                              )  
Charles P. Shotmeyer   )  
Vice Chairman         )  
                              )  
Alan S. Ashkinaze       )  
                              )  
Donald C. Kuser         )  
                              )  
James L. Cassella       )  
                              )  
Cristina M. Cutrone     )  
                              )  
Terrance J. Duffy       )

Commissioners  
of the

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

Prepared  
MARCH 2023

ALL DOCUMENTS CONTAINED HEREIN SHALL BE CONSIDERED PART OF THIS CONTRACT

<b>NOTICE TO BIDDERS .....</b>	<b>Page I-1 – I-3</b>
<b>INFORMATION FOR BIDDERS.....</b>	<b>Page I-4 – I-14</b>
<b>BID.....</b>	<b>Page I-15 – I-17</b>
<b>CHEMICAL AFFIDAVIT .....</b>	<b>Page I-18</b>
<b>NONCOLLUSION STATEMENT.....</b>	<b>Page I-19</b>
<b>BIDDER DISCLOSURE STATEMENT .....</b>	<b>Page I-20 – I-21</b>
<b>SURETY’S CONSENT .....</b>	<b>Page I-22</b>
<b>ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID .....</b>	<b>Page I-23</b>
<b>DOCUMENTS FORM</b>	
<b>SAFETY TRAINING ACKNOWLEDGEMENT.....</b>	<b>Page I-24</b>
<b>SECURITY MEASURES ACKNOWLEDGEMENT.....</b>	<b>Page I-25</b>
<b>EXPERIENCE STATEMENT.....</b>	<b>Page I-26</b>
<b>ACCESS APPROVAL FORM TO COMMISSION FACILITIES.....</b>	<b>Page I-27</b>
<b>BID CHECKLIST .....</b>	<b>Page I-28</b>

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<b>SAMPLE CONTRACT.....</b>	<b>Page C-1– C-2</b>
<b>GENERAL CONDITIONS.....</b>	<b>Page C-3 – C-15</b>
<b>EXECUTION OF CONTRACT.....</b>	<b>Page C-16</b>
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR CONTRACTOR.....</b>	<b>Page C-17</b>
<b>(CORPORATION)</b>	
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR CONTRACTOR.....</b>	<b>Page C-18</b>
<b>(INDIVIDUAL)</b>	
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR COMMISSION .....</b>	<b>Page C-19</b>

**ATTACHMENTS:**

<b><u>EXHIBIT “A” TECHNICAL SPECIFICATIONS .....</u></b>	<b>Pages TS-1 –TS-2</b>
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1. **ACCESS APPROVAL FORM** (Attachment #1).....Pages (1)
2. **VENDOR CERTIFICATION & DISCLOSURE OF POLITICAL CONTRIBUTION FORMS** (Attachment # 2).....Pages (7)

3. **NON-DISCLOSURE AGREEMENT (Attachment #3 )**.....Pages (5)

4. **PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES (Attachment #4)**.....Pages (3)

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The **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (the "Commission") proposes to purchase approximately **25 TONS, MORE OR LESS, OF CATIONIC DRY POLYMER**, for the Commission's Residual Treatment Facility, for a two (2) year term of the contract, as specified, for use at Residuals Treatment Facility located in the Borough of Wanaque, Passaic County, New Jersey.

The quantity stated herein is the best estimate available; however, it is approximate and the actual needs may vary. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate, without any additional compensation to the successful bidder in the event the actual quantity is less than the estimate. The unit prices quoted in the bid shall not change with the total quantity ordered during the term of the contract.

Sealed bids for furnishing and delivering of the materials described herein will be received by the Commission and a contract awarded in accordance with the operational requirements of the Commission.

For the convenience of the Bidders, the Commission has annexed a draft Contract hereto. Please be advised that the Contract annexed hereto is a draft only, and the Commission reserves the right to alter or amend the terms set forth therein prior to the execution of the Contract.

Sealed bids for furnishing and delivering of the materials described herein will be received by the Commission and a contract awarded in accordance with the operational requirements of the Commission.

Sealed bids must be received before **1:30 PM on WEDNESDAY, MAY 3, 2023** by the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** in its offices at One F.A. Orechio Drive, Wanaque, New Jersey 07465, at which point they will be publicly opened and read for:

**CONTRACT #2106 – FURNISH & DELIVER DRY CATIONIC POLYMER FOR  
RESIDUAL TREATMENT PROCESS**

Bid Specifications may be obtained via e-mail, beginning, **THURSDAY, APRIL 6, 2023** by submitting a written request to the Commission's designated contact person, **Margaret Maddalena, Contract Administrator**, at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). All bids must be submitted on the blank forms supplied by the Commission.

The Commission and/or its employees do not express or imply any statements regarding existing conditions beyond what may be stated herein.

**Access Approval Forms** should be submitted, via email to Security, with a copy of a photo ID, twenty-four (24) hours in advance of arrival on site. Please note, a new

## CONTRACT #2106

### NOTICE TO BIDDERS

**Access Approval Form** must be submitted to Security for every visit to the Commission. **Access Approval Forms** may be found in (**Attachment #1**) of the Bid Package.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and all other applicable statutes, laws or regulations concerning discrimination in employment of workers on public works projects. If awarded a contract your company/firm will be required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Bidders are required to submit a valid Business Registration Certificate from the State of New Jersey, Department of Treasury, Division of Revenue at the time of bid submission. Failure to submit proof of registration prior to the award of a contract shall be cause for rejection of the bid without further consideration.

**Sealed Bids:** Each bid submission must be enclosed in a sealed envelope addressed to:

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

The information below must be clearly shown on the outside envelope of all bids:

### **CONTENTS - SEALED PUBLIC BID**

**CONTRACT NUMBER & TITLE: #2106 FURNISH & DELIVER DRY CATIONIC POLYMER FOR RESIDUAL TREATMENT PROCESS.**

**BID TIME AND DATE: 1:30 PM on WEDNESDAY, MAY 3, 2023**

**QUESTION CUT OFF DATE: THURSDAY, APRIL 13, 2023**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID IS CONTAINED THEREIN AND IDENTIFY CONTRACT 2106, THE COMMISSION WILL NOT ACCEPT BIDS SUBMITTED VIA EMAIL OR FAX AND SAME WILL BE REJECTED.**

The Commission will assume no responsibility for bids which are not properly labeled, whether delivered by the bidder or the bidder's representative, or sent by mail or courier service.

**Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000) as a guarantee of execution of contract and the provision of performance security.

## CONTRACT #2106

### NOTICE TO BIDDERS

All bid securities, except the securities of the apparent three (3) lowest responsible bidders, will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the Contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

**Surety's Consent:** Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in an amount equal to ONE HUNDRED PERCENT (100%) of the contract price of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented. All bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

**BIDDERS ARE REQUIRED TO SUBMIT ONE (1) LITER SAMPLE NO LATER THAN THURSDAY, APRIL 20, 2023. THE SAMPLE WILL BE USED FOR JAR TESTING UNDER VARIOUS WATER QUALITY CONDITIONS. PLEASE VIEW EXHIBIT "A" TECHNICAL SPECIFICATIONS FOR MORE INFORMATION REGARDING THE SAMPLE.**

Bidders are encouraged to visit the site prior to submitting their bid to determine the actual requirements and conditions required for delivery, and shall not at any time after the submission of the bid, dispute or complain of such statement or estimate of the Commission nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. Arrangements for site inspections may be made by calling, **LEWIS SCHNEIDER, at (973) 831-6244** between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. All individuals will be required to complete and sign an **"Access Approval Form to Commission Facilities"**, as found in the bid package (pg. I-27), and submit the information to our Security Department, twenty-four (24) hours prior to their visit, to allow for the Department to review for completeness

All Bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site, which are necessary for an accurate bid. The Commission assumes no responsibility with respect to ascertaining for the Bidder the facts of these physical characteristics. The Bidder shall be held to be aware of the Commission's requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

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.

**CONTRACT #2106**

**NOTICE TO BIDDERS**

By order of the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION.**

**HOWARD L. BURRELL**  
Chairman

ATTEST: **KIM DIAMOND**  
Commission Secretary

**Note:** The use of the masculine herein shall include the feminine, and the use of the plural shall include the singular, and vice versa.

**Form to be Used:** All bids must be made on the blank form "Bid" attached hereto and in accordance with the directions on the form.

**Bid in Words and Figures:** The price shall be printed in ink in both words and figures. Any bid which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy or conflict, the price written in words will take precedence over the price written in figures, unit prices will take precedence over price extension, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the total bid price or alternate bid price.

**Bids Not to be Withdrawn:** No bid will be permitted to be withdrawn for any reason whatsoever after it has been submitted (except as permitted by N.J.S.A. 40A:11-23.3).

**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.

**Sealed Bids:** Each bid submission must be enclosed in a sealed envelope addressed to:

**North Jersey District Water Supply Commission  
One F.A. Orechio Drive  
Wanaque, New Jersey 07465  
Attention: Margaret M. Maddalena**

The information below must be clearly shown on the outside envelope of all bids:

**CONTENTS - SEALED PUBLIC BID**

**CONTRACT NUMBER & TITLE: #2106 FURNISH & DELIVER DRY CATIONIC POLYMER FOR THE RESIDUAL TREATMENT PROCESS.**

**BID TIME AND DATE: 1:30 PM on WEDNESDAY, MAY 3, 2023**

**QUESTION CUT OFF DATE: THURSDAY, APRIL 13, 2023**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID IS CONTAINED THEREIN AND IDENTIFY CONTRACT #2106, THE COMMISSION WILL NOT ACCEPT BIDS SUBMITTED VIA EMAIL OR FAX AND SAME WILL BE REJECTED.**

The Commission will assume no responsibility for bids which are not properly labeled, whether delivered by the bidder or the bidder's representative, or sent by mail or courier service. Bidders are also advised not to call the Commission for information. All inquiries

## CONTRACT #2106

must be submitted via email to Margaret M. Maddalena at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com).

**Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000) as a guarantee of execution of contract and the provision of performance security.

All bid securities, except the securities of the apparent three (3) lowest responsible bidders, will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the Contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

**Surety's Consent:** Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in the amount of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented, as follows:

That upon the awarding of the said Contract to the person (or persons) making the bid, the said surety company (or surety companies) shall become surety, firstly, for the faithful performance of the said work, and secondly, for the protection of all persons performing labor, or furnishing labor or materials. Therefore, as required by law, said performance bond is to be in an amount equal to **ONE HUNDRED PERCENT (100%)** of the contract price.

All Bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

**Payment and Performance Bond:** The Contractor to whom the Contract is awarded shall give a bond for **ONE HUNDRED PERCENT (100%)** of the Contract price in satisfactory legal form of a surety company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey, and to be approved by the Commission for the faithful performance of all provisions of the contract relating to work included in these specifications, including the safeguarding against infringement of any or all patents; and said bond to be canceled upon the performance of the conditions therein specified and upon the payment for final delivery of material under these specifications. In addition this bond shall protect all persons furnishing materials or labor to the Contractor or any subcontractors for the completion of said Contract in accordance with the laws of the State of New Jersey, and shall be in such legal form as shall satisfy the requirements of N.J.S.A. 2A:44-143 to 2A:44-147, and amendments and supplements

## CONTRACT #2106

thereto, and shall not be canceled and returned until such time as the Commission determines that all liability to any and all persons protected by the condition of said bond has been met by the Contractor or person primarily liable for the payment thereof, or by the surety (or sureties) on said bond.

**Default:** In the case of the winning Bidder's default, the Commission shall apply said Bidder's bid security to the expenses incurred by the Commission in (i) rebidding the Contract and (ii) payment of any difference between the bid price and the price the Commission may be required to pay upon awarding this Contract to another Bidder.

**Corporate Acknowledgment:** In the event that a Bidder is a corporation in which all offices are held by a ***single individual***, then any documents or instruments presented to the Commission in connection with bid shall be executed by said individual only as executive officer, and said officer's signature shall be authenticated and witnessed by a Notary Public licensed to act in such capacity under the laws of the State of New Jersey. This requirement shall apply only to those corporations satisfying the "single individual" criteria set forth above.

**Compliance with All Laws:** The successful Bidder will be required to keep itself informed and to comply with all Federal, State, County and Local laws, ordinances and regulations as such may apply.

**Non-Collusion:** Bidders are required to give their names together with the address of their places of business. If a Bidder is a corporate entity, then any affidavit submitted in conjunction with a bid for this Contract must be signed by a corporate officer. If the Commission discovers that a person or persons submitting a bid is interested, in any manner, in any other bid for the same piece of work, both bids shall be deemed nonconforming and shall be immediately rejected. This provision shall not prevent a party from quoting prices on materials or equipment to more than one bidder. Every bid to be conforming must be in all respects fair and without collusion or fraud and Bidders shall expressly represent that the Bidder is the only person interested in said bid; that it is made without any connection with any person submitting another bid for the same Contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Commission or any person in the employ of the Commission is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof. Bidders will be required to submit a fully executed Affidavit of Non-Collusion as part of the bid submission.

**Balanced Bidding:** Any bid which, in the opinion of the Commission, is unbalanced may be rejected.

**Authorized to Reject Bids:** The Commission reserves the right to abandon the bid process or reject all bids and re-advertise and award the Contract in the regular manner if, in its sole judgment, such action will best serve the interest of the Commission.

## CONTRACT #2106

The Commission reserves the right to reject any or all bids which may be non-responsive or the acceptance of which in the sole judgment of the Commission may be detrimental to its interests.

The Commission also reserves the right to reject a bidder based on prior negative experience or upon any other grounds permitted by law.

**Time Within Which Contract is to be Executed:** The successful Bidder shall execute a contract and give to the Commission the required security within seven (7) working days from the date that the contract has been awarded to him. Upon failure to do so, said Bidder will be considered as having abandoned this contract unless an extension is expressly authorized in writing by the Commission.

**Buy American Acts:** Any successful Bidder and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this Contract in accordance with N.J.S.A. 52:33-2 and 52:33-3 in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

**Brand Name or Equivalent:** Wherever a brand name is designated in the bid documents, it shall mean "brand name or equivalent." Bidders will be required to demonstrate, to the sole satisfaction of the Commission, that equivalent products are both compatible and effective.

**Award of Contract:** The Contract will be awarded to the lowest responsible and responsive bidder, who, in the judgment of the Commission, is qualified to do the work and is fully compliant with the technical specifications (**see Exhibit "A" Technical Specifications Pages TS-1 – TS-2**). The Commission reserves the right to reject any and all bids, and to waive minor or non-material bid defects.

**Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G):** This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act.

**MATERIAL SAFETY DATA SHEETS ALSO MUST BE SUPPLIED AS IS REQUIRED BY LAW.**

### **Interpretations and Addenda:**

No interpretations of the meanings of any portion of the bid documents will be made to any

## CONTRACT #2106

prospective bidder orally. Every request for an interpretation or correction shall be made in writing addressed to **MARGARET M. MADDALENA, CONTRACT ADMINISTRATOR, NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** and submitted via email to [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). **Requests for interpretations received later than THURSDAY, APRIL 13, 2023 will be considered untimely, and, at the sole discretion of the Commission, will not be considered.** Notice of corrections and any supplemental instructions in the form of written addenda to the bid documents will be published in a legal newspaper, faxed and/or mailed to bidders at their respective addresses furnished for such purposes, certified, not later than seven (7) days (Saturdays, Sundays and Holidays excepted) prior to the date fixed for the opening of bids. The failure of any bidder to receive any such addenda or interpretations shall not release said bidder from any obligations under his bid as submitted

All addenda so issued shall become part of the bid documents (collectively, this Bid and any addenda or notice of interpretations or corrections and any supplemental written instructions issued by the Commission are referred to herein as the "Bid Documents"). Only the written interpretations, corrections, and addenda so given by **MARGARET MADDALENA, CONTRACT ADMINISTRATOR**, shall be binding, and the prospective Bidders are forewarned that no other officer, agent or employee of the Commission is authorized to give information concerning, or to explain or interpret, the bid documents.

Each bidder is required to submit with its bid a completed ***"Acknowledgment of Receipt of Changes to Bid Documents Form"*** (Page I-23), included with these bid specifications. In the event no notices, revisions, or addenda to the bid advertisement, Technical Specifications, or bid documents are received by the bidder, the bidder shall indicate ***"none"*** on that form, which must still be completed, acknowledged, signed and submitted with its bid.

**Access Approval Forms** should be submitted, via email to Security, with a copy of a photo ID, twenty-four (24) hours in advance of arrival on site. Please note, a new **Access Approval Form** must be submitted to Security for every visit to the Commission. **Access Approval Forms** may be found in (**Attachment #1**) of the Bid Package.

The Contractor will be required to sign a Confidentiality and Non-Disclosure Agreement at the time of the Contract award and it shall be incorporated as an Attachment into the final Contract.

### **Affirmative Action:**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Successful Bidder will be required to submit evidence of appropriate affirmative action compliance to the Commission. Specifically, each bidder shall submit to the Commission, prior to execution of the Commission contract, one of

## CONTRACT #2106

the following documents:

- i. Letter of Federal Approval indicating that the bidder is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division of Contract Compliance and Equal Opportunity in Public Contracts established in the State of New Jersey Department of the Treasury (the "Division"). This approval is valid from one year of issuance; OR
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The bidder must provide a copy to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to the expiration date in order to remain valid; OR
- iii. The bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

**Additionally, during the performance of this contract, the successful Bidder, or 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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;

## CONTRACT #2106

The Contractor or subcontractor, where applicable, 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 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. However, if a subcontractor has a total workforce of four (4) or fewer employees or if the Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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

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

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.

**Patent Infringement:** No specification or specifications provided to the Contractor shall constitute a warranty, express or implied, against any claims for infringement for patents,

## CONTRACT #2106

copyrights, or trademarks, and the Commission shall not be responsible to the Contractor, as indemnitor or otherwise, for or on account of any such claim or liability.

Contractor guarantees that the sale or use of its products will not infringe any United States or foreign patent, copyright, or trademark, and Contractor shall indemnify the Commission against all judgments, decrees, costs and expenses resulting from such alleged infringement, and covenants that Contractor will, upon request of the Commission and at the Contractor's own expense, defend, or assist in the defense of, any suit or action which may be brought against the Commission or those selling or using any product or service of the Commission by reason of any alleged infringement of any patents, copyrights, or trademarks in the sale or use of the Commission's products or services.

**Delivery:** The **DRY CATIONIC POLYMER FOR RTF PROCESS** shall be delivered to the Commission Chemical Building, Borough of Wanaque, Passaic County, New Jersey. The **DRY CATIONIC POLYMER** shall be delivered in amounts of between 1000 to 2000 pounds in skids of no more than thirty (30) bags with each bag not exceeding, fifty-five (55) pounds, no more than three (3) days after notification from the Commission. The **DRY CATIONIC POLYMER** shall be packaged in sealed, plastic lined or otherwise waterproof bags not to exceed fifty-five (55) pounds each. All delivery costs are to be paid for by the Contractor.

It is hereby agreed that the **DRY CATIONIC POLYMER** shall be delivered within three (3) days after notification by the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**.

**The DRY CATIONIC POLYMER shall be delivered only on weekdays between 7:00 a.m. and 3:00 p.m. NO delivery will be accepted on a Saturday, Sunday or holiday, or beyond the hours stated without prior approval by the Commission. Contractor must provide a complete certificate of analysis for each shipment.**

The Commission reserves the right to order partial deliveries throughout this contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Partial deliveries will generally account for less than five (5) percent of all orders placed by the Commission for WTP deliveries and generally less than ten (10) percent for deliveries to other locations. Bids submitted with separate pricing for partial deliveries will be rejected.

**Analysis to be Submitted:** Bids ***must*** be accompanied by a Chemical and Physical Analysis of the **DRY CATIONIC POLYMER** proposed to be delivered under this Contract and a written affidavit, in the form attached hereto, attesting to the validity of the analysis. A Material Safety Data Sheet (MSDS) must accompany bids. **Failure to submit the Chemical and Physical Analysis of the DRY CATIONIC Polymer shall be deemed a material and non-waivable defect, and shall be cause for rejection of the bid without further consideration.**

## CONTRACT #2106

**FOR MORE INFORMATION ON THE ANALYSIS, PLEASE SEE EXHIBIT A (TECHNICAL SPECIFICATION).**

**Cancellation:** This Contract may be cancelled by the Commission for failure of Contractor to make prompt delivery, provided that such delay is not due to fires, strikes, embargoes, explosions, Governmental requisitions and/or other contingencies, which in the opinion of the Commission, are beyond the Contractor's control.

The Commission reserves the right to reject any or all bids, which may be non-responsive or the acceptance of which in the judgment of the Commission may be detrimental to its interests.

This Contract may also be cancelled by the Commission for failure of Contractor to comply with the specifications of this Contract. The Commission reserves the right to periodically test the **DRY CATIONIC POLYMER** supplied under this Contract to ensure continuous compliance with the Technical Specifications. Failure of the Contractor to comply with the specifications of this Contract at all times is grounds for immediate cancellation of this Contract by the Commission.

### **CAMPAIGN CONTRIBUTIONS AND EXPENDITURE REPORTING:**

In order to safeguard the integrity of the Commission's procurement process, the Commission has imposed restrictions to insulate the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. The terms and conditions set forth in this section are material terms of any contract resulting from this Bid.

a. Definitions. For the purposes of this section, the following shall be defined as follows:

(i) Contribution – means a contribution reportable by the recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act”, N.J.S.A. 10:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than ten percent (10%) of the profits or assets of the Contractor or ten percent (10%) of the stock in the case of a contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if the Contractor is a natural person, that person's spouse or child, residing in the same household.

## CONTRACT #2106

### b. Breach of Contract.

It shall be a breach of the terms of any contract for the Contractor to (i) make or solicit a contribution in violation of the terms of this section, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) 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 to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would subject that entity to the restrictions of this section; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this section.

### c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any Contractor for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500.00 if that Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Bid, a Bidder shall report all contributions made by it during the preceding four (4) years to any political organization organized under 26 U.S.C.A. 527 of the Internal Revenue Code that also meet the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are included in this Bid Specification package (**Attachment #2**) and must be returned with a bidder's bid fully completed. Failure to submit the fully completed Certification and Disclosure(s) with a

## CONTRACT #2106

Bid may result in the rejection of the Bid, as well as preclude future contract opportunities.

(iii) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml> and shall be provided to the intended awardee with the Notice of Intent to Award.

d. Disclosure Review.

The Commission shall ensure that the completed Certification and Disclosure(s) submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the Successful Bidder, or by the Contractor during the term of the Contract are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the Contract under this solicitation, the Commission shall disqualify the Contractor from award of such Contract.

**Business Registration Act:**

- A. Business Registration: All New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey, Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.
- B. Proof of valid business registration with the State of New Jersey, Department of Treasury, Division of Revenue shall be submitted by the bidder in the form of a valid Business Registration Certificate at the time of submission of the bid. The Contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") The proof of business registration may be provided at the time the bid is officially received and opened by the contracting agency. **Failure to submit proof of registration prior to the award of a Contract shall be cause for rejection of the bid without further consideration.**
- C. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

## CONTRACT #2106

- D. Before final payment on the Contract is made by the Commission, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
- E. For the terms of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates, as defined in N.J.S.A. 52:32-44, shall collect and remit to the Director, New Jersey Division of Taxation, the use of tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
- F. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or N.J.S.A. 5:12-92, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **New Jersey Anti-Discrimination**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such material, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engage in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account or race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person

## CONTRACT #2106

for each calendar day which such a person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the public agency of any prior violation of this section of the contract.

### **American with Disabilities Act 1990**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 there unto, are made part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the act. In the event that the contractor, its agents, servants, employees, subcontractors violate or are alleged to have violated the act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the 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 of 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 in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner 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 owner or any of its agents, servants, employees, the owner shall expeditiously forward to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

## **CONTRACT #2106**

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless to the pursuant to this paragraph.

It is further agreed and understood that the owner 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 they be construed to relieve the contractor from any liability, nor preclude the owner from taking any actions available to it under any other provisions of the Agreement or otherwise at Law.

### **Disclosure of Investment Activities 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.

### **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.**

Pursuant to Public Law 2022,c.3, 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 as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2202.c.3, section1.e, except as permitted by federal law.

### **Diane B. Allen Equal Pay Act**

## CONTRACT #2106

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>.

**TO: THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**

**FOR: CONTRACT #2106– FURNISH & DELIVER DRY CATIONIC POLYMER FOR  
RESIDUAL TREATMENT PROCESS**

**MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023**

**BY: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**Bidder's Declaration:** The party above named, as bidder, declares that the only person or persons interested in this bid as principal or principals is or are named above, and that no other person than hereinabove named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a Bid for the same purposes; that the bid is in all respects fair and without collusion or fraud and that no officer or employee of the Commission is, shall be, or become, directly or indirectly, interested as contracting party, partner, stockholder, surety, or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof; that he has had an opportunity to examine the site of the work; that he has examined the form of Contract and Technical Specifications therein referred to, and has read the Information for Bidders hereto attached; and he proposes and agrees, if this Bid be accepted, that he will contract in the form provided, to perform all the work and furnish all material(s) mentioned in said form of Contract and Technical Specifications, and that he will accept in full payment therefore the following sum, to wit:

**FOR FURNISHING AND DELIVERING APPROXIMATELY 25 TONS, MORE OR LESS, OF DRY CATIONIC POLYMER FOR RESIDUAL TREATMENT PROCESS, containing *ONE HUNDRED PERCENT (100%)* active dry polymer, by weight, as specified in and in accordance with the Technical Specifications in Exhibit A, delivered in amounts between 1000 to 2000 pounds in skids of no more that thirty (30) bags not exceeding fifty-five (55) pounds, to**

## CONTRACT #2106

the Commission's Residuals Treatment Facility, Borough of Wanaque, Passaic County, New Jersey, within three (3) days after notification, as required during the term of this Contract

for the price of \_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per pound **as specified.**

### NOTES:

- A. The prices shall be typed or printed in ink in both words and figures. Any Bid which fails to name a price in words and in figures for each and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy between the price written in words and that given in figures, the price written in words shall be considered as the bid. In case of error in extensions, the unit price shall be considered as the Bid.
- B. The basis for award shall be the unit price per pound of **100% active dry polymer (no inert material)** in the material proposed to be supplied. The Bidder must state herein the method of assay of the active material.
- C. The estimated quantity of 25 tons **DRY CATIONIC POLYMER**, for the term of the Contract, is based on **100% active dry polymer.**

**Quantity:** The quantity stated herein is the best estimate available; however, it is an approximation and the actual amount requested by the Commission may differ from the 25-ton estimate. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate. The Commission shall also have the right not to purchase any **DRY CATIONIC POLYMER**. The unit price quoted in the bid shall not change with the total quantity ordered during the term of the Contract.

**What the Price is to Cover:** The price is to include and cover the furnishing and delivering of **DRY CATIONIC POLYMER** called for by the Contract and Technical Specifications, cost of bond(s) required, and all other expenditures incidental or necessary to the faithful performance of the Contract. The Contractor shall supply said **DRY CATIONIC POLYMER** to the total satisfaction of the Commission at a price agreed upon and fixed by the terms of the Contract.

The Commission reserves the right to order partial deliveries throughout the Contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated. Bids submitted with separate pricing for partial deliveries will be rejected.

**Time within which Contract is to be Executed:** The Successful Bidder shall execute a

**CONTRACT #2106**

contract and give to the Commission the required security within seven (7) working days from the date that said contract has been awarded to him unless an extension is expressly authorized by the Commission in writing. Upon failure to do so, said Bidder will be considered as having abandoned the contract.

Bidder acknowledges that the Commission reserves the right to reject any or all Bids which may be non-responsive or the acceptance of which, in the sole judgment of the Commission, may be detrimental to its interests.

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

Respectfully submitted,

---

**BIDDER**

---

SIGNATURE OF AUTHORIZED AGENT

---

TYPE OR PRINT NAME

---

**TITLE**

---

TELEPHONE NUMBER

---

E-MAIL ADDRESS

---

WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

---

ATTEST: (CORPORATION)

---

SECRETARY

**CONTRACT #2106**

**NOTE:**

**AFFIX CORPORATE SEAL**

**CONTRACT #2106 – FURNISH & DELIVER DRY CATIONIC POLYMER**

The undersigned, of full age, being duly sworn according to law, upon his oath, deposes and says, I hereby attest that the **DRY CATIONIC POLYMER** to be furnished by

\_\_\_\_\_

under this Contract to the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, shall be that which is described in the Chemical & Physical Analysis submitted with the Bid documents for this Contract, a copy of which is attached hereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Signature)

Subscribed and sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

Notary Public of the State of \_\_\_\_\_.

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

Affix notary stamp or print name below signature.

\_\_\_\_\_  
NOTARY'S SIGNATURE

**CONTRACT #2106**

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 the  
\_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title)

the Bidder making the Bid for the above named project, and that I executed the said Bid  
with authority so to do; that said Bidder has not, 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; and that all statements  
contained in the said Bid and in this Affidavit are sure 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 Bid and in the statements contained in  
this Affidavit in awarding the Contract for the said project.

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 \_\_\_\_\_ 2023.

Notary Public of the State of \_\_\_\_\_.

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

Affix notary stamp or print name below signature.

\_\_\_\_\_  
NOTARY'S SIGNATURE

**NOTE:** IF YOU FAIL TO PROPERLY OR CLEARLY COMPLETE THIS BIDDER DISCLOSURE STATEMENT, OR IF YOU FAIL TO INCLUDE IT WITH YOUR BID, YOUR BID WILL BE REJECTED.

N.J.S.A. 52:25-24.2, requires that all corporate and partnership bidders for public contracts submit a list of names and addresses of all stockholders owning 10% or more of any class of their stock or 10% or more of the stock of a corporate bidder; or, in the case of partnership, the names and addresses of those partners owning 10% or greater interest in the partnership. Furthermore, the Commission requires a statement from all bidders which, regardless of business form, must likewise indicate all principals of the bidder.

Therefore, this Bidder Disclosure Statement must be fully and accurately completed. If no entity or person owns 10% or more of any class of stock of your corporation, or of an interest in your partnership or other business entity, write the word "**NONE**" below and execute this document as indicated.

I. **BUSINESS FORM:**

INDICATE THE BUSINESS FORM BY PLACING AN "X" IN THE APPROPRIATE SPACE:

{        } CORPORATION  
{        } PARTNERSHIP  
{        } OTHER, SPECIFY \_\_\_\_\_

II. **PRINCIPALS:**

	<b><u>NAME</u></b>	<b><u>HOME ADDRESS</u></b>	<b><u>TITLE</u></b>	<b><u>% OF OWNERSHIP</u></b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

If one or more of the owners of the bidder is itself a corporation, partnership or other business entity, then for that owner, you must set forth the name, home address, title and percentage of ownership of every person who is an owner of 10% or more of that corporation, partnership or other business entity.

CONTRACT #2106

**BIDDER DISCLOSURE STATEMENT**

	<b><u>NAME</u></b>	<b><u>HOME ADDRESS</u></b>	<b><u>TITLE</u></b>	<b><u>% OF OWNERSHIP</u></b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

**ATTEST (FOR CORPORATION)**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WITNESS (FOR PARTNERSHIP OR OTHER BUSINESS ENTITY)**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTE:**      ***IF THE BIDDER IS A CORPORATION, THE CORPORATION'S  
CORPORATE SEAL MUST BE AFFIXED.***

**CONTRACT #2106**

**CONSENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS, THAT** \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_ being (a) surety company(ies) qualified to do business in the State of New Jersey, in consideration of the premises, and of one dollar to it (them) in hand paid by the Commission, and of other good and valuable consideration the receipt whereof is hereby acknowledged, do(es) consent and agree, that if the Contract for which the preceding bid is made be awarded to the person or persons making the same; it (they) will, upon award of such Contract, become surety, first, for the full and faithful performance of said work, and, secondly, for the protection of all persons in the performance of said Contract in the form required by N.J.S.A. 2A:44-143 to 2A:44-147 and the amendments thereof and supplements thereto; the performance bond and the labor, material and supply obligations each to be conditioned so as to indemnify the Commission against loss due to the failure of the Contractor to meet the stipulations of the respective bonds; said bond to be in the amount of 100% of the Contract price.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_ has (have) caused its (their) corporate seal(s) to be hereto affixed and these presents to be signed by its (their) \_\_\_\_\_ and attested to by its (their) \_\_\_\_\_ this \_\_\_\_\_ day of Two Thousand and Fifteen.

\_\_\_\_\_  
Corporate Seal

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

\_\_\_\_\_  
(as Surety)

ATTEST:  
\_\_\_\_\_

**THE CONSENT OF SURETY FORM ABOVE CONTAINS THE LANGUAGE THE COMMISSION FINDS ACCEPTABLE.**

**WE SUGGEST THE ABOVE BE COMPLETED BY YOUR SURETY COMPANY(IES) AND SUBMITTED WITH YOUR BID IN LIEU OF SUBMITTING THE SURETY'S OWN FORM.**

**BY DOING THIS, YOU REDUCE THE RISK OF YOUR BID BEING REJECTED FOR HAVING SUBMITTED A CONSENT OF SURETY WHICH CONTAINS INCORRECT AND UNSATISFACTORY LANGUAGE.**

**NOTE: THE INDIVIDUAL EXECUTING THE SURETY CONSENT ON BEHALF OF THE SURETY MUST SUPPLY WITH THE CONSENT, WRITTEN EVIDENCE THAT HE OR SHE IS AUTHORIZED TO BIND THE SURETY AS OF THE DATE OF THE EXECUTION OF THE CONSENT.**

CONTRACT #2106

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

\_\_\_\_\_  
(Name of Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

The undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the Commission's record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid may be subject for rejection of the Bid. In the event that no notices, revisions or addenda to the bid advertisement, specifications or bid documents are received by the Bidder, the Bidder must indicate ***"none"*** in the space below. ***Failure to submit "Acknowledgment of Receipt of Changes to Bid Documents Form" shall be deemed a material and non-waivable defect, and shall be cause for rejection of the Bid without further consideration.***

Commission's Reference Number or Title of Addendum/Clarification	How Received (mail, email, fax, pick-up, etc.)	Date Received

**Acknowledgment by Bidder:**

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

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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

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(Name of Contracting Unit)

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(Name of Construction/Public Works Project)

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(Project or Bid Number)

The undersigned Bidder hereby acknowledges that he/she is familiar with the safety requirements and delivery procedures for this project and agrees to abide by same. All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. The Contractor shall meet with the Commission's Safety Department to go through a short safety orientation.

**Acknowledgment by Bidder:**

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

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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

**As required by the New Jersey Office of Counter Terrorism's Best Management Practices, Contractors must provide evidence that it has previously conducted a background check on all Contractor's employees who will be entering onto Commission property. Contractors shall provide the Commission with a corporate letter, on appropriate letterhead, stating the names of all employees who will require access to the Commission's property, and indicating that such background checks have, in fact, been performed. All subcontractors are also required to provide such employee list, and confirmation of background checks.**



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**(Name of Contracting Unit)**

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**(Name of Construction/Public Works Project)**

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**(Project or Bid Number)**

The undersigned Bidder hereby acknowledges that he/she is familiar with the Commission's security requirements for this project and agrees to abide by same. The Contractor shall be responsible for insuring that all subcontractors for this project abide by these security measures as well.

**Acknowledgment by Bidder:**

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

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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

## EXPERIENCE STATEMENT

**TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**

We hereby certify that we have provided the product(s) listed below to the satisfaction of the Governing Bodies or Public Entities listed below. We further certify that we have never defaulted under any contract with a Municipality, County, or State, or any other Public Entity.

Note: Include no less than three (3) references.

Give name of Public Entity or Unit of Government, nature of work, amount of work performed, when completed, and name and telephone number of party in charge of work.

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WITNESS

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NAME OF COMPANY

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ADDRESS

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DATE

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME AND TITLE

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Approved by Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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**ITEMS LISTED BELOW MUST ACCOMPANY THIS BID UNLESS OTHERWISE INDICATED. PLEASE CHECK ALL ITEMS BEFORE SUBMITTING:**

**CONTRACT #2106**

**BID CHECKLIST**

**A) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THESE ITEMS BELOW WILL RESULT IN A MANDATORY REJECTION OF THE BID.**

- \_\_\_ (1) SECURITY IN THE FORM OF:
  - \_\_\_ A BID BOND IN AN AMOUNT EQUAL TO 10% OF THE TOTAL AMOUNT OF THIS BID, NOT TO EXCEED \$20,000.
  - OR**
  - \_\_\_ A CERTIFIED CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
  - OR**
  - \_\_\_ A CASHIER'S CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
- \_\_\_ (2) SURETY COMPANY CONSENT (IN ADDITION TO SECURITY IN ITEM #1 ABOVE).
- \_\_\_ (3) BIDDER DISCLOSURE STATEMENT
- \_\_\_ (4) ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS
- \_\_\_ (5) CHEMICAL AFFIDAVIT TO BE SUBMITTED IN THE FORM SET FORTH HEREIN (CHEMICAL ANALYSIS & CERTIFICATION)
- \_\_\_ (6) MATERIAL SAFETY DATA SHEETS

**B) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THE ITEMS BELOW MAY RESULT IN A REJECTION OF THE BID.**

- \_\_\_ (1) BUSINESS REGISTRATION CERTIFICATE FOR CONTRACTOR OR ANY SUBCONTRACTORS
- \_\_\_ (2) PROOF OF PUBLIC WORKS CONTRACTOR REGISTRATION OR ANY SUBCONTRACTORS
- \_\_\_ (3) LIST OF SUBCONTRACTORS
- \_\_\_ (4) EXPERIENCE STATEMENT
- \_\_\_ (5) EQUIPMENT STATEMENT
- \_\_\_ (6) NONCOLLUSION AFFIDAVIT
- \_\_\_ (7) SAFETY TRAINING ACKNOWLEDGMENT
- \_\_\_ (8) SECURITY MEASURES ACKNOWLEDGMENT
- \_\_\_ (9) COMPLETED CONTRIBUTION CERTIFICATION AND DISCLOSURE(S) (ATTACHMENT #2)
- \_\_\_ (10) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- \_\_\_ **(11) CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2033, c.3**

**CONTRACT #2106**

**BID CHECKLIST**

—

**(CONTRACTOR)**

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION  
WANAQUE, NEW JERSEY**

**THIS AGREEMENT**, made and entered into on the date set forth herein by and between the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, party of the first part, hereinafter designated as the Commission and \_\_\_\_\_ party of the second part, hereinafter designated as the Contractor.

**COVENANTS:** WITNESSETH, that the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for heirs, executors and administrators, or successors and assigns, as follows:

**PRICE FOR WORK:** In consideration of the mutual agreements contained herein, Contractor hereby agrees to sell and deliver to the Commission and the Commission agrees to purchase and receive from Contractor **CATIONIC DRY POLYMER**, as required, as follows:

**FOR FURNISHING AND DELIVERING APPROXIMATELY 25 TONS, MORE OR LESS, OF DRY CATIONIC POLYMER FOR RESIDUAL TREATMENT PROCESS, containing *ONE HUNDRED PERCENT (100%)* active dry polymer, by weight, as specified in and in accordance with the Technical Specifications in Exhibit A, delivered in amounts between 1000 to 2000 pounds in skids of no more than thirty (30) bags not exceeding fifty-five (55) pounds, to the Commission's Residuals Treatment Facility, Borough of Wanaque, Passaic County, New Jersey, within three (3) days after notification, as required during the term of this Contract**

for the price of \_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per pound ***as specified.***

**ACTIVE POLYMER:** The term "active polymer" shall mean active polymer material containing no inert material. Contractors must state the method of assay of the active material.

**QUANTITY:** The quantity stated herein is the best estimate available; however, it is approximate and the actual needs may vary. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate. The Commission shall also have the right not to purchase any **CATIONIC DRY POLYMER**. The unit price quoted in the Bid shall not change with the total quantity ordered during the term of the Contract.

## CONTRACT #2106

**WHAT THE PRICE IS TO COVER:** The price is to include and cover the furnishing and delivering of **CATIONIC DRY POLYMER** called for by the said Contract and Specifications, cost of bond(s) required, and all other expenditures incidental or necessary to the faithful performance of the Contract. The Contractor shall supply said **CATIONIC DRY POLYMER** to the total satisfaction of the Commission at a price agreed upon and fixed by the terms of this Contract.

The Commission reserves the right to order partial deliveries throughout the Contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated.

**DELIVERY:** The **CATIONIC DRY POLYMER** shall be delivered to the Commission's Residuals Treatment Facility, Borough of Wanaque, Passaic County, New Jersey. The **CATIONIC POLYMER** shall be delivered in amounts of between 1000 to 2000 pounds in skids of no more than thirty (30) bags with each bag not exceeding fifty-five pounds, no more than three (3) days after notification from the Commission. All delivery costs are to be paid for by the Contractor.

It is hereby agreed that the **CATIONIC DRY POLYMER** shall be delivered within three (3) days after notification by the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**.

**The CATIONIC DRY POLYMER shall be delivered only on weekdays between 7:00 a.m. and 3:00 p.m. No delivery will be accepted on a Saturday, Sunday or holiday, or beyond the hours stated without prior approval by the Commission. Contractor must provide a complete certificate of analysis for each shipment.**

**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.

## **Article I - DEFINITIONS:**

**Commission:** the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, (the "Commission") Wanaque, New Jersey; the party of the first part to this Contract.

**Contractor:** the party of the second part to this Contract.

**Contract:** this Agreement covering the performance of the furnishing and delivery of the Non Ionic Dry Polymer and payments therefore, including the general conditions, the Bid Specifications for **Contract #2106** (including any Addendums/Clarifications) and all sheets, forms or documents attached to the Bid Specifications or hereto.

**Specifications:** means the initial Technical Specifications attached hereto as Exhibit A and incorporated herein by reference.

## **Article II - REVIEW BY COMMISSION:**

Notwithstanding anything herein contained, the Contractor shall have the right to appeal to the Commission, in accordance with Article XIX, concerning any matter in dispute and the Commission's decision on such appeal shall be final.

## **Article III - CHANGES:**

- A. Notwithstanding anything herein contained, no departure from or substitution, change or alteration in the terms, provisions or requirements of this Contract and the specifications thereof, shall be made without the prior order of the Commission as duly executed by its Chairman. Approval to substitute any item or items in the specifications must be obtained from the Commission in writing. The Commission shall approve or disapprove equivalence.
- B. Authorization for any additional work or materials (extras) requiring compensation not provided for in this Contract, or change orders, must be obtained in writing from the Commission. The Commission will not compensate the Contractor for additional services or materials obtained as a result of verbal agreements or conversations with any Commission employee.

## **Article IV - CONTRACTOR'S INSURANCE REQUIREMENTS:**

- A. The Contractor shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the North Jersey District Water Supply Commission (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

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

The Contractor shall maintain Products Completed Operations liability coverage for a period of at least 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 Contractor.

#### **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)

Should include endorsement CA 9948 Pollution Endorsement

#### **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, Employers Liability and Auto Liability as outlined above.

Minimum Limit of Liability: \$3,000,000 Per Occurrence  
\$3,000,000 Aggregate

#### **5. Evidence of Insurance:**

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

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

#### **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 thirty (30) 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 except for Worker's Compensation.
- 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 deficit evidence of insurance does not constitute a waiver of contract requirement as provided by conditions of the contract.

#### **B. Indemnification**

The Contractor 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 Contractor, 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 Contractor or the Contractor's agent's, servants, employees, and subcontractors 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.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

#### **Article V - LAWS, REGULATIONS AND PERMITS:**

- A. The Contractor shall keep itself fully informed of all laws, ordinances and regulations or decrees which in any manner would affect persons or materials in any way used, engaged or employed in the work or which affect the conduct of the work.

If any discrepancy or inconsistency should be discovered in this Contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order of decree, the Contractor shall forthwith report the same in writing to the Commission.

- B. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe orders and decrees, and shall protect, indemnify and save harmless the Commission and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees or agents.
- C. Permits and/or licenses of a temporary nature which are necessary for the prosecution of the work shall be secured and paid for by the Contractor prior to commencement of such work as would require permits and/or licenses.

#### **Article VI - ASSIGNMENT:**

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, as a whole; or his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Commission endorsed herein or hereto attached; and it shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract, unless by and with the like consent signified in like manner.
- B. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of its right, title or interest therein, or any of the monies to become due hereunder, this Contract may, at the option of the Commission, be revoked and annulled, and the Commission shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to its assignee or transferee; and the Commission shall be in no way be deprived of or restricted in its right to sue for and recover damages for any breach of this Contract.

#### **Article VII - PATENTS:**

The Contractor shall hold itself responsible for claims made against the Commission for infringement of patents by the use of patented articles in the construction and completion of the work, or in any process connected with the work agreed to be performed under this

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

Contract or with the materials used upon the said work, and shall indemnify and save harmless the Commission for all costs, expenses and damages which the Commission shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work, including attorney's fees.

#### **Article VIII - PAYMENTS:**

Payment will be made within sixty (60) days of delivery and acceptance of **CATIONIC DRY POLYMER** by the Commission upon Contractor's compliance with the Commission's regular accounting practices and procedures.

#### **PERFORMANCE & PAYMENT BONDS:**

In order to secure the performance of the above, the Contractor shall furnish a **Performance and Payment Bond to the Commission** at the time of execution of this Contract, in the sum of one hundred percent (100%) of the Contract price. Said bond shall be in form and content satisfactory to the Commission

#### **Article IX - TERMINATION OF LIABILITY:**

Upon acceptance by the Contractor, or his authorized agents, of the final payment under the provisions of this Contract, the project shall be considered completed and the Contractor shall have no further interest or claim whatever against the Commission or any of its officers or agents, except for amounts kept or retained or otherwise specifically provided for herein.

#### **Article X - STATUTORY COMPLIANCE:**

The Contractor is required to comply with all applicable laws, regulations and ordinances.

#### **Article XI - BUY AMERICAN ACTS:**

The Contractor and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this contract in accordance with N.J.S.A. 52:33-2 and 52:33-3, in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

#### **Article XII - AFFIRMATIVE ACTION:**

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Successful Bidder will be required to submit evidence of appropriate affirmative action compliance to the Commission. Specifically, each bidder shall submit to the Commission, prior to execution of the Commission contract, one of the following documents:

- i. Letter of Federal Approval indicating that the bidder is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division of Contract Compliance and Equal Opportunity in Public Contracts established in the State of New Jersey Department of the Treasury (the "Division"). This approval is valid from one year of issuance; OR
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The bidder must provide a copy to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to the expiration date in order to remain valid; OR
- iii. The bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

**Additionally, during the performance of this contract, the successful Bidder, or 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, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

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, where applicable, 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 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. However, if a subcontractor has a total workforce of four (4) or fewer employees or if the Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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

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

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

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

## CONTRACT #2104

### **GENERAL CONDITIONS**

of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.

#### **Article XIII - WORKER AND COMMUNITY RIGHT-TO-KNOW ACT (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G):**

This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act. **MATERIAL SAFETY DATA SHEETS ALSO MUST BE SUPPLIED AS IS REQUIRED BY LAW.**

#### **Article XIV - SAFETY:**

All equipment and work methods utilized in this contract shall comply with O.S.H.A. and any other applicable local, State and Federal safety standards and regulations.

#### **Article XV – TAX EXEMPTION:**

Purchases made by the Commission are exempt from payment of state sales taxes, and such tax shall not be included in the bid price.

#### **Article XVI – GUARANTEE:**

The Contractor guarantees that the **CATIONIC DRY POLYMER** to be furnished will be free from all defects and flaws of any kind. In the event the Commission determines, in its sole discretion, that the Contractor has supplied defective or flawed **CATIONIC DRY POLYMER**, then the Contractor shall remove the defective or flawed **CATIONIC DRY POLYMER** from the Commission's property and, at the request of the Commission, shall provide replacement **CATIONIC DRY POLYMER** in adherence to the technical specifications of the Contract at no additional cost. The foregoing paragraph does not abrogate the Commission's right or ability to cancel the Contract in lieu of requesting replacement **CATIONIC DRY POLYMER**.

#### **Article XVII – CANCELLATION:**

This Contract may be canceled by the Commission for failure of Contractor to make prompt delivery, provided that such delay is not due to fires, strikes, embargoes, explosions, Governmental requisitions and/or other contingencies, which in the opinion of the Commission, are beyond the Contractor's control.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

This Contract may also be cancelled by the Commission for failure of Contractor to comply with the specifications of this Contract. The Commission reserves the right to periodically test the **CATIONIC POLYMER** supplied under this Contract to ensure continuous compliance with the specifications. Failure of the Contractor to comply with the specifications of this Contract at all times is grounds for immediate cancellation of this Contract by the Commission.

#### **Article XVIII – DEFAULT:**

Upon the Contractor's default, the Commission, at its option, may purchase the quantities required by it in the open market without formal advertisement for bids, and the Contractor shall be liable for all damages and costs incurred by the Commission in such an event.

#### **Article XIX – DISPUTE RESOLUTION:**

A. **NOTICE** – Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the Contractor to the Commission's Executive Director promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. Notice of the amount or extent of the claim, dispute, or other matter with supporting data shall be delivered to the Commission's Executive Director within sixty (60) days after the start of such event (unless the Executive Director allows additional time to submit additional or more accurate data in support of such Claim, dispute, or other matter). Any claim for an adjustment in Contract Price and/or Contract Time shall be prepared in accordance with the provisions of an official change order or contract amendment approved by the Board of Commissioners. Each Claim shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. The Commission will respond to the Contractor within sixty (60) days after receipt of the Contractor's last submittal.

B. **APPEAL FROM BOARD OF COMMISSIONER'S DECISION** – The Contractor may appeal the Board of Commissioner's decision rendered pursuant to the above Notice by delivering to the Commission within thirty (30) days after the date of such decision, a written notice of intention to appeal. The date of receipt of such notice by the Board of Commissioner's shall be the date upon which the time periods in these dispute resolution proceedings are calculated.

C. **WORK CONTINUANCE AND PAYMENT** – Unless otherwise agreed in writing, the Contractor shall continue to work, furnish required equipment and maintain the Schedule of the Work as outlined in the contract specifications during any dispute resolution proceedings. If Contractor continues to perform per the contract specifications, the Commission shall continue to make payments in accordance with this Agreement.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

D. **INITIAL DISPUTE RESOLUTION** – Upon issuance of a written notice of intention to appeal, the parties shall endeavor to settle the dispute first through direct discussions. The senior executives of the parties, who for the Contractor shall have the authority to settle the dispute and for the Commission shall be the Executive Director, shall meet within twenty-one (21) days after the date of receipt by the Commission of the notice of intention to appeal. If the dispute is not settled within thirty (30) days from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation in accordance with Paragraph E.

E. **MEDIATION** – If the dispute cannot be settled pursuant to Paragraph D, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other dispute resolution procedures. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within one hundred twenty (120) days of filing of the request.

The Commission and the Contractor shall cooperate with American Arbitration Association and with each other in selecting a mediator from American Arbitration Association, panel of neutrals and in scheduling the mediation proceedings. The Commission and the Contractor shall participate in the mediation in good faith, and shall share equally in its costs. All communications, documents, and other materials, whether written or oral, made in the course of or relating to the mediation by the Commission or the Contractor, or their agents, employees, experts or attorneys, or by the mediator or American Arbitration Association, employees, are confidential and privileged, and inadmissible for any purpose in any court, administrative, or other proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance herewith as provided herein will be specifically enforceable under the laws of the State of New Jersey.

Either party may terminate the mediation at any time after the first session but the decision to terminate shall be delivered in person by the party's representative to the other party's representative and the mediator.

F. **MULTIPARTY PROCEEDINGS** – All parties necessary to resolve a claim or dispute shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution procedures.

G. **CONCLUSION OF MEDIATION** – In the event that mediation is concluded without a resolution of the dispute, the Contractor and the Commission may exercise such rights and remedies as either may otherwise have under this Contract or by applicable law in respect of any dispute.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

H. If, in the sole opinion of the Commission, a dispute arises which imperils the timely completion of the work, an excessive increase in costs, a substantial risk of harm to the public health or welfare, or an emergency or exigency which must be addressed immediately, then the Commission may institute court, administrative, or other proceedings without prior compliance with the dispute resolution provisions contained in this Contract.

#### **ARTICLE XX – COMPLIANCE WITH COMMISSION CONTRACT AWARD POLICIES:**

Contractor represents and warrants that it has not made any contribution that would bar the Commission from awarding the Contractor this Contract pursuant to the contract award policies adopted by the Commission and set forth in the Commission's Accounting Policies and Procedures Manual. Contractor shall have a continuing duty to report any contribution it makes during the term of this Contract. Consistent with the requirements of the Commission's contract award policies, the Contractor acknowledges that it is prohibited from being awarded this Contract if Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

It shall be a breach of the terms of this contract for Contractor to: (i) make or solicit a contribution in violation of either this subsection or the Commission's contract award policies; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) 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 this subsection; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this subsection or Executive Order; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this subsection.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

Contractor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Article XXI – BUSINESS REGISTRATION CERTIFICATE**

- A. Business Registration: Pursuant to N.J.S.A. 52:32-44, **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** is prohibited from entering into a contract with an entity unless the bid/proposal/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
- B. Prior to contract award or authorization, the contractor shall provide the Commission with its proof of business registration and that of any named subcontractor(s).
- C. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Commission prior to the time a contract, purchase order or other contracting documents is awarded or authorized.
- D. During the course of contract performance:
  - (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
  - (2) the contractor shall maintain and submit to the Commission a list of subcontractors and their addresses that may be updated from time to time.
  - (3) the contractor and any subcontractors providing goods or performing services under a contract, and each affiliates, shall collect and remit to the Director of Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et.seq.) on all sales of tangible personal property delivered to the State. Any questions in this regard can be directed to the Division of Taxation at (609)2925-6200. Form NJ-REG can be filled out at [www.state.nj.us/treasury/revenue/busregcert.html](http://www.state.nj.us/treasury/revenue/busregcert.html).

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

- E. Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete list of all subcontractors and their addresses.
- F. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy  
of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contract agency.

### **ARTICLE XXII NEW JERSEY ANTI-DISCRIMINATION**

Pursuant to N.J.S.A. 10:2-1, the Contractor agrees that:

- a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such material, equipment, supplies or services to be acquired under this Contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engage in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account or race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the Commission, under this Contract, a penalty of \$50.00 for each person for each calendar day which such a person is discriminated against or intimidated in violation of the provisions of the Contract; and
- d. This Contract may be canceled or terminated by the Commission, and all money due to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the Commission of any prior violation of this section of the Contract.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

#### **Article – XXIII AMERICAN WITH DISABILITIES ACT 1990**

The Contractor and the Commission do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 there unto, are made part of this Contract. In providing any aid, benefit, or service pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Commission in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the Commission, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of 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 in connection therewith. In any and all complaints brought pursuant to the Commission's grievance procedure, the Contractor agrees to abide by any decision of the Commission which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Commission, or if the Commission incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Contractor 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 Commission or any of its agents, servants, employees, the owner shall expeditiously forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Commission or its representatives.

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

It is further agreed and understood that the Commission 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 Contract. 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

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Commission from taking any actions available to it under any other provisions of the Contract or otherwise at Law.

#### **Article XXIV – 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.

#### **Article XXV - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.**

Pursuant to Public Law 2022,c.3, the Contractor must complete the certification attached hereto to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2022.c.3, section1.e, except as permitted by federal law.

#### **Article XXVI - 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>.

#### **Article XXVII – SAFETY MEASURES**

All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. Contractor and all subcontractors shall be required to attend a general Contract Safety

## CONTRACT #2104

### GENERAL CONDITIONS

Orientation prior to beginning construction.

#### Article XXVIII – SECURITY MEASURES

The following measures must be adhered to as it relates to this contract:

1. The Contractor shall furnish a complete description of all equipment and vehicles that will enter onto Commission property. All equipment and vehicles will have ID or plate/tag numbers easily visible.
2. As required by the New Jersey Office of Counter Terrorism's Best Management Practices, the Contractor must provide evidence that it has previously conducted a background check on all of its employees who will be entering onto Commission property. The Contractor shall provide the Commission with a corporate letter, on appropriate letterhead, stating the names of all employees who will require access to the Commission's property, and indicating that such background checks have, in fact, been performed. All subcontractors are also required to provide such employee list, and confirmation of background checks.

***NO ONE WILL BE ALLOWED ONTO COMMISSION PROPERTY WITHOUT PRIOR APPROVAL.***

3. A copy of the delivery invoice is to be faxed to the Commission, with a ***GOOD QUALITY PHOTO ID*** of the driver for review prior to 7:00 a.m. on the day of delivery. No specialized individuals will be allowed onto Commission Property without being previously approved. Contractor's employees other than scheduled delivery drivers are required to fill out and submit the ***"Access Approval Form to Commission Facilities"*** (Page I-27), along with a ***GOOD QUALITY PHOTO ID*** at least forty-eight (48) hours prior to arrival.
4. All fill hatches and discharge connections are to be sealed by the manufacturer at the point of fill, and the seal numbers noted on the delivery notice. The invoice is to be faxed to the Commission for review as specified in item #3 above. Deliveries with broken or missing seals or seals with numbers other than those on the invoice are subject to refusal. Vehicles and delivery contents are subject to inspection and analysis prior to entering Commission property.
5. Additional security measures may be put in place at the discretion of the Commission for the protection of the public.

***NOTE: THE COMMISSION SHALL HAVE THE RIGHT TO EXPAND SECURITY REQUIREMENTS AND CONTRACTOR SHALL MAKE NO CLAIMS AGAINST THE COMMISSION FOR INCREASED SECURITY REQUIREMENTS MADE DURING THE LIFE OF THIS CONTRACT.***

#### Article XXIX – CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS:

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

The Contractor shall hold in trust and not reveal to any third party, except as provided in this Contract, between the Commission and the Contractor, any and all confidential or "Security Related" information as defined herein. The Contractor shall require its employees and sub-contractors to comply with the provisions of this Contract, if applicable, as it pertains to confidentiality. This Section must be included in all subcontracts entered into by The Contractor. Confidential or "Security Related" information shall include:

- Any and all financial, statistical, personnel and/or technical data supplied to the Contractor.
- 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 Contractor.
- Any and all communications between the Commission and the Contractor and the Contractor and any third party regarding the performance of this Contract.

The Contractor is required to protect the confidentiality of such data. Any use, copying, distribution, sale or offering of this data in any form by The Contractor, or any individual or entity in The Contractor'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 Contractor'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 Contractor and any information developed by The Contractor in satisfaction of the Scope of Work within this Contract is subject to the following conditions and restrictions:

- 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.

### **Article XXX – ASSIGNMENT AND SUBCONTRACTORS**

6. This Contract shall not be assigned to any other chemical supplier or manufacturer nor shall the Contractor use subcontractors (except for deliveries) to fulfill the above Contract requirements.

## **CONTRACT #2104**

### **GENERAL CONDITIONS**

#### **Article XXXI – TERMINATION:**

This Contract may be terminated by the Commission, with or without cause, upon three (3) days written notice to the Contractor. In the event of termination of this Contract, the Commission shall only be responsible to pay the Contractor compensation for the goods and services rendered up to the date of the Contractor's receipt of written notice of termination.

#### **Article XXXII – NOTICES:**

All notices, requests, demands and other communication provided for by this Contract shall be in writing and shall be deemed to have been given when mailed at any general branch United States Post Office enclosed in a certified postpaid envelope and addressed to the address of the respective party stated herein or to such changed address as the party may have fixed by notice.

#### **Article XXXIII– NON-WAIVER:**

No delay or failure by either party in exercising any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

#### **Article XXXIV– COUNTERPARTS:**

This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly and properly executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2023, one copy, thereof to remain with the Commission and one to be delivered to the Contractor.

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

BY: \_\_\_\_\_  
**HOWARD L. BURRELL, CHAIRMAN**

ATTEST:

\_\_\_\_\_  
KIM DIAMOND, COMMISSION SECRETARY

**(CONTRACTOR)**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ATTEST/WITNESS:

\* \_\_\_\_\_ **(\*Witness must also complete page C-22)**  
(SIGNATURE)

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**SEAL:**

STATE OF                                 }  
  S.S.  
COUNTY OF                                 }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
before me, a Notary Public of the State of \_\_\_\_\_ personally appeared  
\* \_\_\_\_\_ (Witness), who, being duly sworn, doth depose  
and make proof to my satisfaction, that he/she well knows the corporate seal of  
\_\_\_\_\_ Contractor named in the foregoing contract, that the  
seal affixed is the proper corporate seal of said Contractor, that the same was so affixed  
thereto and the said contract signed by \_\_\_\_\_ who  
was at the date and execution thereof, the \_\_\_\_\_ of said  
company, in the presence of said deponent, as the voluntary act and deed of said  
company, and that the said deponent thereupon signed the same as subscribing witness.

\_\_\_\_\_  
NOTARY PUBLIC  
  
SWORN AND SUBSCRIBED TO BEFORE  
  
ME THIS \_\_\_\_\_ DAY OF  
  
\_\_\_\_\_, 2023.

\* \_\_\_\_\_  
WITNESS' SIGNATURE  
  
\_\_\_\_\_  
TYPED SIGNATURE  
  
\_\_\_\_\_  
TITLE

**\*Please note – this page must be completed by the person who  
attested/witnessed the execution of the contract on page C-21.**

STATE OF                                 }  
  S.S.  
COUNTY OF                            }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
before me a Notary Public of the State of \_\_\_\_\_ personally appeared  
who being by me duly sworn, doth depose and make proof to my satisfaction, that he (she)  
is the Contractor named in the foregoing contract, and the said contract signed by him  
(her) voluntary act and deed.

(CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2023.



## EXHIBIT "A"

### TECHNICAL SPECIFICATIONS

**POLYMER REQUIREMENTS:** All polymers shall be free flowing dry solid material containing essentially no moisture, which may degrade the polymers or reduce their activity. The polymers shall have a high to very high molecular weight. All polymers shall be free of biological contamination and shall have no single metal concentration greater than 2.0 mg/liter. The purity levels must meet NSF Standards per The Safe Drinking Water Act.

The specifications for **CATIONIC DRY POLYMER** shall be as follows:

Appearance:	off-white, granular powder
Percent activity:	100 percent
Degree of charge:	15 – 20 percent
Specific Gravity:	approximately 45 lbs/cu.ft.
Molecular weight range:	high
pH of 1% aqueous solution:	2.5 – 4.5
Residual acrylamide, percent: (per NSF of EPA Standards)	0.05% maximum concentration at 1 mg/L (or equivalent)

The contractor shall furnish technical service and support as required throughout this Contract, at no cost, for any concerns of product performance or consistency.

### **BASIS OF AWARD:**

For the purpose of this contract, each bidder will be responsible for supplying a representative chemical sample, of their proposed product to the Commission for evaluation. This sample will be identified with a lot number and certificate of analysis. This certificate will be provided at no cost to the Commission. A two (2) pound sample shall be provided a minimum of thirty (30) business days prior to the bid date for evaluation. This testing will be performed by the Commission. Bidder will also supply a list of three (3) references (See Page I-26)

The Commission reserves the right to disqualify any product if it's performance during testing does not meet quality standards or fails to perform to the satisfaction of the Commission. Products that pass the performance evaluation procedure satisfactorily will then be evaluated for treatment cost. The treatment cost will be calculated by multiplying the submitted unit bid price by the quantity required for the treatment process. This treatment cost will be utilized for the basis of award.

The manufacturer shall have been an experienced polymer specialties manufacturer for a period of five (5) years prior to submission of the Contractor's bid

## CONTRACT #2103

### **DELIVERIES:**

The material to be furnished will be qualified by the Commission prior to acceptance of the delivery. If the polymer does not meet these requirements, the seller shall remove the polymer at the seller's sole expense. Replacement deliveries must be received within twenty-four (24) hours. All deliveries shall be made as directly as possible from the manufacturer to the Commission.

The Vendor shall furnish a Certificate of Analysis with each shipment. This Certificate shall include at a minimum the following information:

- percent charge
- bulk density (or specific gravity)
- heavy metals analysis
- date of manufacture and lot number

The dry polymer is to be delivered in suitably packaged in fifty-five (55) pound bags and placed on pallets. The supplier shall off load the pallets into the Commission's 1st floor storage area via an overhead garage door, between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday. **NO** delivery will be accepted on a Saturday, Sunday, holiday or beyond the hours stated unless prior approved by the Commission.

**CONTRACT #2106**

**ATTACHMENT #1**

**ACCESS APPROVAL FORM**

# 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](mailto: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: \_\_\_\_\_

Note: ***Prior to any and all contractors starting work on the property, they are to meet with a Safety Officer for site orientation and safety awareness training. This must be done for each employee and all sub-contractors.***

**CONTRACT #2106**

**ATTACHMENT #2**

**VENDOR CERTIFICATION & DISCLOSURE OF POLITICAL CONTRIBUTION  
FORMS**

Seven (7) Pages

# **INFORMATION AND INSTRUCTIONS**

## **For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form**

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**

**Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

**Part 3: Certification** (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

# **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**(5) PAGES**

COMMISSIONERS  
HOWARD L. BURRELL  
CHAIRMAN  
GLENWOOD, NJ  
CHARLES P. SHOTMEYER  
VICE CHAIRMAN  
FRANKLIN LAKES, NJ  
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JAMES L. CASSELLA  
EAST RUTHERFORD, NJ  
CHRISTINA M. CUTRONE  
FAIRLAWN, NJ  
TERRANCE J. DUFFY  
WEST MILFORD, NJ



ONE F.A. ORECHIO DRIVE  
WANAQUE, NJ 07465  
973-835-3600 FAX: 973-835-6701  
E-Mail: [commissionoutreach@njdwsc.com](mailto:commissionoutreach@njdwsc.com)

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 \_\_\_\_\_, 2023 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 **CONTRACT #2106 CATIONIC DRY POLYMER FOR RTF** 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: \_\_\_\_\_

**CONTRACT #2106**

**ATTACHMENT #4**

**PROHIBITED RUSSIA – BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES**

Three (3 ) Page

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

## IF UNABLE TO CERTIFY



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## Part 2: Additional Information

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 **North Jersey District Water Supply Commission** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **North Jersey District Water Supply Commission** to notify the **North Jersey District Water Supply Commission** 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. 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 **North Jersey District Water Supply Commission** and that the **North Jersey District Water Supply Commission** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	