



## CONTRACT #2120

### **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, Exhibit A,  
Access Approval Form  
Confidentiality and Non-Disclosure Agreement  
Disclosure of Investment Activities in Iran

## **RENTAL OF CONTAINED SHAKER SYSTEM**

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

Commissioners  
of the

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

Prepared  
December 2023

ALL DOCUMENTS CONTAINED HEREIN SHALL BE CONSIDERED PART OF THIS CONTRACT

**CONTRACT #2120**

**TABLE OF CONTENTS**

<b>NOTICE TO BIDDERS .....</b>	<b>Page N-1 – N-4</b>
<b>INFORMATION FOR BIDDERS.....</b>	<b>Page I-1 – I-16</b>
<b>BID.....</b>	<b>Page I-17 – I-18</b>
<b>EXPERIENCE STATEMENT.....</b>	<b>Page I-19</b>
<b>EQUIPMENT STATEMENT.....</b>	<b>Page I-20</b>
<b>LISTING OF SUBCONTRACTORS.....</b>	<b>Page I-21</b>
<b>NONCOLLUSION STATEMENT.....</b>	<b>Page I-22</b>
<b>BIDDER DISCLOSURE STATEMENT .....</b>	<b>Page I-23 – I-24</b>
<b>SURETY’S CONSENT .....</b>	<b>Page I-25</b>
<b>ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID .....</b>	<b>Page I-26</b>
<b>DOCUMENTS FORM</b>	
<b>SAFETY TRAINING ACKNOWLEDGEMENT.....</b>	<b>Page I-27</b>
<b>SECURITY MEASURES ACKNOWLEDGEMENT.....</b>	<b>Page I-28</b>
<b>BID CHECKLIST .....</b>	<b>Page I-29</b>

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<b>SAMPLE CONTRACT.....</b>	<b>Page C-1 – C4</b>
<b>GENERAL CONDITIONS.....</b>	<b>Page C-3 – C-30</b>
<b>EXECUTION OF CONTRACT.....</b>	<b>Page C-31</b>
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR CONTRACTOR.....</b>	<b>Page C-32</b>
<b>(CORPORATION)</b>	
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR CONTRACTOR.....</b>	<b>Page C-33</b>
<b>(INDIVIDUAL)</b>	
<b>CERTIFICATE OF ACKNOWLEDGEMENT FOR COMMISSION .....</b>	<b>Page C-34</b>

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CONTRACT #2120

TABLE OF CONTENTS

**EXHIBIT:**

**EXHIBIT "A".....TECHNICAL SPECIFICATIONS**

**ATTACHMENTS:**

1. ACCESS APPROVAL FORM (Attachment #1).....Pages (1)
2. NON-DISCLOSURE AGREEMENT (Attachment #2 ).....Pages (5)
3. IRAN INVESTMENT ACTIVITIES  
(Attachment #3).....Pages (3)

**NOTICE TO BIDDERS BEGINS ON THE NEXT PAGE**

## CONTRACT #2120

### NOTICE TO BIDDERS

The NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION (the "Commission") desires to rent a self-contained shaker system to process solids produced from dredging the sludge from the Commission's outer lagoon for an estimated period of one month (the "Rental Term").

#### **Scope of Work**

The shaker shall be a self-contained unit capable of processing aluminum based sludge that is dredged from the outer lagoon. The shaker system shall handle a minimum flow of 300gpm and a maximum flow of 1000gpm on a continuous basis. Effluent passing through the shaker must be processed to let no solids greater than 24 micron pass through.

Sealed bids must be received before **1:30 PM THURSDAY, JANUARY 4, 2024** 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 #2120 RENTAL OF CONTAINED SHAKER SYSTEM**

Bid Specifications are obtainable beginning **TUESDAY, DECEMBER 5, 2023** through emailing Margaret M. Maddalena, the Commission's Contract Administrator, via email at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). All bids must be made on the blank forms supplied by the Commission.

For the convenience of the bidders, the Commission has annexed a draft Contract herein. 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.

Sealed bids for performing the work described herein will be received by the Commission and a contract awarded in accordance with the requirements of the Commission. However, the Commission reserves the right to reject a bidder based upon a prior negative experience or upon any other grounds permitted by law.

**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 (**Attachment #2**) at the time of the Contract award and it shall be incorporated as an Attachment into the final Contract.

## CONTRACT #2120

### NOTICE TO BIDDERS

The Commission and/or its employees do not express or imply any statements regarding existing conditions beyond what may be stated herein. 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 with their bid. 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 Maddalena, Contract Administrator**

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

**CONTENTS:                      SEALED PUBLIC BID**

**BID NUMBER:                      #2120**

**BID TITLE:                      RENTAL OF CONTAINED SHAKER SYSTEM**

**BID TIME AND DATE:              1:30 P.M. – THURSDAY, JANUARY 4, 2024**

**QUESTION CUT OFF DATE:              TUESDAY, DECEMBER 19, 2023**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID CONTAINED THEREIN AND IDENTIFY CONTRACT #2120, THE COMMISSION WILL NOT ACCEPT BIDS SUBMITTED VIA FAX OR EMAIL AND THE 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. The Commission **will not** accept any bids submitted via fax or email. Bidders are advised not to call the Commission for information. All inquiries must be submitted via email to [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.

## **CONTRACT #2120**

### **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.

### **Bid**

All bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site and the project, 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.

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

**CONTRACT #2120**

**NOTICE TO BIDDERS**

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**DR. HOWARD L. BURRELL**  
Chairman

ATTEST: **KIM DIAMOND**  
Commission Secretary

**BID #2120**

**INFORMATION FOR BIDDERS**

**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).

**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 Maddalena, Contract Administrator**

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

**CONTENTS - SEALED PUBLIC BID**

**BID NUMBER: #2120**

**BID TITLE: RENTAL OF CONTAINED SHAKER SYSTEM**

**BID TIME AND DATE: 1:30 P.M. on THURSDAY, JANUARY 4, 2024**

**QUESTION CUT OFF DATE: TUESDAY, DECEMBER 19, 2023**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID IS CONTAINED THEREIN.**



## CONTRACT #2120

### **INFORMATION FOR BIDDERS**

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

#### **Default:**

In the case of 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 a subsequent bidder.

#### **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.

## CONTRACT #2120

### INFORMATION FOR BIDDERS

#### 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 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.

#### 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.

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

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 in the sole discretion of the Commission.

#### **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 judgment, such action will best serve the interest of the Commission.

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 upon a prior negative experience or upon any other grounds permitted by law.

#### **Time within which Contract is to be Executed:**

The successful bidder shall execute this Contract and give to the Commission the required security within seven (7) working days from the date that the said contract has been awarded to him. Upon failure to do so, said bidder will be considered as having abandoned this Contract.

#### **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.

## CONTRACT #2120

### INFORMATION FOR BIDDERS

#### 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 provide the rental services during the Rental Term. 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 prospective bidder orally. Every request for an interpretation or correction shall be made in writing addressed to **MARGARET 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 TUESDAY, DECEMBER 19, 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. Only the written interpretations, corrections, and addenda so given by **MARGARET M. MADDALENA**, shall be binding, and the prospective bidders are warned 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-26), included with these bid specifications. In the event no notices, revisions, or addenda to the bid advertisement, 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.

#### Affirmative Action:

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975,

## CONTRACT #2120

### INFORMATION FOR BIDDERS

c.127) and N.J.A.C. 17:27-1.1 et seq. Construction Contracts.

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from

## CONTRACT #2120

### **INFORMATION FOR BIDDERS**

compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

**The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:**

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

(i) The contractor or subcontractor shall interview the referred minority or women worker. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

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

#### **Patent Infringement:**

No specification or specifications provided to the Contractor shall constitute a warranty,



## CONTRACT #2120

### INFORMATION FOR BIDDERS

express or implied, against any claims for infringement for patents, 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 of services.

#### Working Hours:

Contractor shall be permitted to perform work on Commission property during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, non-holiday periods.

#### Time for Completing Work:

The Contractor shall commence the work of providing the rental services within seven (7) days from the issuance of the Notice to Proceed by the Commission or as agreed to by the Commission.

### POLITICAL CONTRIBUTIONS

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

(ii) .

#### Business Registration Act:

- 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.

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

- 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).
- E. Before final payment is made under the contract, the contractor shall submit to the Commission 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.

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

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

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

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 of 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 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,

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

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 owners 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.

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

## **CONTRACT #2120**

### **INFORMATION FOR BIDDERS**

compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### **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>.

#### **Bid**

All bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site and the project, 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.

**CONTRACT #2120**

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

**FOR: CONTRACT #2120 RENTAL OF CONTAINED SHAKER SYSTEM**

**MADE THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2024**

**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 as applicable; that he has examined the form of Contract, Exhibit A 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 Specifications, and that he will accept in full payment therefore the following sum, to wit:

**FOR THE RENTAL OF CONTAINED SHAKER SYSTEM** for the North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Scope of Work and Specifications, \_\_\_\_\_ for the lump sum price of

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**NOTE:** The price shall be printed in ink both words and figures. Any bid which fails to name a price both in words and in figures per unit 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 written in figures and unit prices will take precedence over the sum of individual items.

**What the Price is to Cover:** The price is to include and cover the furnishing of the machinery, tools, apparatus and other means of construction and all material and labor necessary to complete the work in the manner and within the time set forth in the Contract.

## CONTRACT #2120

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

Respectfully submitted,

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**BIDDER**

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SIGNATURE OF AUTHORIZED AGENT

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TYPE OR PRINT NAME

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**TITLE**

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TELEPHONE NUMBER

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E-MAIL ADDRESS

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WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

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ATTEST: (CORPORATION)

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SECRETARY

**NOTE: AFFIX CORPORATE SEAL**

**CONTRACT #2120**

**EXPERIENCE STATEMENT**

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

Commissioners:

We hereby certify that we have performed the work 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 Five (5) references. (Experience Statement may be attached)

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

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



**CONTRACT #2120**

**EQUIPMENT STATEMENT**

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

Commissioners:

We hereby certify that we are fully prepared with the necessary capital, material, and machinery to conduct the work as herein specified, and we further certify that the equipment required for the proper execution of this contract in the time specified is available as follows:

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

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

## CONTRACT #2120

### **LISTING OF SUBCONTRACTORS TO BE USED**

Each Bidder shall submit to the Commission with its Bid, the List of Subcontractors proposed to be employed by the Contractor, complete with the names of all such Subcontractors, Suppliers, and other individuals and entities and the percentage of work to be performed by each Subcontractor. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity, for each Subcontractor's work that is proposed to exceed ten (10) percent of the Bid price. If, after due investigation, the Commission has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, the Commission may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute Subcontractor without an increase in the Bid Price.

If the apparent Successful Bidder declines to make any such substitution, the Commission may award the Contract to the next lowest responsible and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity so listed and against which the Commission makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the Commission, subject to revocation of such acceptance after the Effective Date of the Contract.

Should a Contractor utilize a substitute Subcontractor, Contractor shall immediately submit a revised form to the Commission, with the requisite information and documentation relating to the substitute Subcontractor.

WORK CATEGORY	SUBCONTRACTOR NAME	SUBCONTRACTOR ADDRESS

*(Attach additional pages as required)*

NOTE: Submission of the names and addresses of the Subcontractors is essential and non-waivable. Also, proof of registration pursuant to Public Works Contractors Registration Act for all named subcontractors is required to be provided prior to the award of a contract. Where **more than one** Subcontractor is named for a trade category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor. Failure to comply with these requirements will result in the Bid being deemed nonresponsive.

CONTRACT #2120

NONCOLLUSION AFFIDAVIT

STATE OF                               }  
  S.S.:  
COUNTY OF                           }

I \_\_\_\_\_ of the city of \_\_\_\_\_ in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being  
duly sworn according to the law on my oath depose and say that: I am  
of the firm of \_\_\_\_\_  
(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

CONTRACT #2120

**BIDDER DISCLOSURE STATEMENT**

**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.

B. **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 #2120**

**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.**

**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 Twenty-Three.

\_\_\_\_\_  
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.**

**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, fax, pick-up, etc.)	Date Received

**Acknowledgment by Bidder:**

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

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

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

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

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

**SAFETY TRAINING ACKNOWLEDGMENT**

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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)**

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 Contractor Safety Orientation prior to beginning construction.

**Acknowledgment by Bidder:**

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

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

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

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

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



SECURITY MEASURES ACKNOWLEDGMENT

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(Name of Contracting Unit)

---

(Name of Construction/Public Works Project)

---

(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.

Contractors and all subcontractors shall be required to comply with said requirements prior to beginning construction on this Contract.\*

**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**

**BID #2120**  
**BID CHECKLIST**

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

**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

**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)
- \_\_\_ (9) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**(CONTRACTOR)**

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

SIGNATURE

PRINT NAME AND TITLE

**CONTRACT #2120**

**GENERAL CONDITIONS**

**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:** The Commission will pay and the Contractor shall receive as full compensation for furnishing all the shop drawings, materials and labor and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the entire work in this Contract described and specified in said technical specifications and plans, described and shown; and also for all losses or damages arising out of the nature of the work aforesaid, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work; and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices stipulated as follows.

**FOR THE RENTAL OF CONTAINED SHAKER SYSTEM** for the North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Scope of Work, and Specifications, for the lump sum price of

\_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**NOTE:** The price shall be printed in ink both words and figures. Any bid which fails to name a price both in words and in figures per unit 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 written in figures.

## CONTRACT #2120

### GENERAL CONDITIONS

**WHAT THE PRICE IS TO COVER:** The price is to include and cover the furnishing of the machinery, tools, apparatus and other means of construction and all material and labor necessary to complete the work in the manner and within the time set forth in the Contract.

#### **Article I – DEFINITIONS:**

**Commission:** the **NORTH JERSEY DISTRICT WATER SUPPLY 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 work for the project and payments therefore, including the general conditions, the Bid Specifications for **Contract #2120** (including any Addendums/Clarifications), the Proposal and all sheets, forms or documents attached to the Bid Specifications or hereto.

**Engineer:** Commission's Engineering Staff.

**Exhibits:** Exhibit A, included at the end of this Contract, incorporated herein by reference.

**Proposal:** the proposal submitted by the Contractor, dated \_\_\_\_\_, 2024, incorporated herein by reference.

**Specifications:** the specifications included as Exhibit A to this Contract, incorporated herein by reference.

#### **Article II – RIGHTS AND DUTIES OF THE ENGINEER:**

- B. The Engineer shall, subject to the provision of Articles III and IV, give all orders and directions contemplated under this Contract and determine in all cases the amount, quality, acceptability and fitness of the work and materials which are to be paid for by the Commission to the Contractor.
- B. The Engineer shall have the right to reject any or all work which does not conform to the plans and specifications of this Contract, or is not completed in a workmanlike manner. She/He shall also have the right to reject materials which do not meet the specifications herein contained, have become damaged, rendered unsatisfactory, or have been supplied without evidence of quantity and/or quality such as labels, bills of lading, etc.
- C. The Engineer shall have the free access to the work whenever and wherever it is in progress, for purposes of inspection. If any work should be covered up without prior

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

- D. The Engineer shall have the right to stop the work whenever such stoppage may be necessary for protection of the reservoir, for emergency conditions, or to prevent potential damage to property, equipment, or facilities and/or personal injury.
- E. The Engineer shall provide the Contractor with such basic lines, grades and points as are needed from which the Contractor shall establish such other points as he may need, unless otherwise specified.

### **Article III – REVIEW BY COMMISSION:**

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

### **Article IV – CHANGES:**

- B. 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.
- B. The Engineer, however, shall have the right to make minor changes in the specifications during the conduct of the work if necessary in keeping with good engineering practice if such changes are consistent with the purpose, intent and/or conditions of the contract and shall not result in significant extra costs to the Contractor.
- C. 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 pay the Contractor for additional services or materials based on verbal agreements or conversations with a Commission employee.

### **Article V – OBLIGATIONS OF THE CONTRACTOR:**

- B. The Contractor shall do all the work and furnish all the labor, supervision, transportation, materials, tools, equipment, etc., (except as herein otherwise provided), in accordance with this Contract and the Specifications and/or the direction of the Engineer. The Contractor shall complete said work to the total satisfaction of the Engineer at a price agreed upon and fixed by the terms of this

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

Contract.

- B. It is understood that the Contractor shall have had an opportunity to carefully examine the areas and/or facilities involved in this Contract prior to entering into this Contract and that he has fully satisfied himself as to the nature and location of the work, subsurface conditions, the character of equipment and facilities needed, the time and labor requirements, and all such matters which can affect the work to be performed as applicable. The Commission will not be responsible for additional expenses incurred by the Contractor as a result of obtaining information from any person or employee of the Commission in lieu of personal inspection or investigation.
- C. As applicable, the Contractor shall carefully preserve bench marks, reference points and stakes provided by the Engineer, and shall be responsible for any delays or mistakes that may be caused by their unnecessary loss or disturbance. The Contractor shall also carefully preserve all permanent property corners and bench marks, such as pipes, monuments, etc., and if lost or disturbed shall be responsible for resetting same, through the services of a licensed Land Surveyor whose services shall be paid for by the Contractor.
- D. As applicable, the Contractor shall continuously provide adequate protection at the work site to prevent the possibility of injury to any and all persons or property whether of the Commission or not. The Contractor shall secure the work site at any time when work is temporarily halted by reason of weather, time, etc., by providing adequate barricades, fences, lighting, personnel, etc., so as to prevent injury to persons or property. All such damage, injury or loss, except as may be due to errors in the Contract or caused by employees of the Commission, shall be made good by the Contractor.
- E. The Contractor shall, during the progress of the work, attend the work site personally or through a competent English-speaking superintendent authorized to receive and carry out instructions.
- F. The Contractor will be required to check all dimensions and quantities on any drawings or specifications given to him by the Engineer. In case of error or omission, the Contractor will not be allowed to benefit thereby, and instead should report same to the Engineer to obtain special instructions.
- G. The Contractor shall be responsible for all materials, tools, equipment, etc., to be stored at or near the job site.
- H. The Contractor shall, upon completion of the work, and to the complete satisfaction of the Engineer, remove from all Commission and/or private property, at its own expense, all temporary structures, rubbish, spillage, waste materials, drums, etc.,

## CONTRACT #2120

### GENERAL CONDITIONS

which have resulted from the Contractor's operations. Final inspection and/or acceptance of the project by the Engineer for payment will not be made until all work has been completed and all final cleaning operations have been performed.

#### Article VI - TIME FOR COMPLETING WORK, EXTENSION OF TIME, AND LIQUIDATED DAMAGES

A. **Time for Completing Work:**

The Contractor shall commence the work within seven (7) days from the issuance of the Notice to Proceed by the Commission.

B. Working hours shall be between **8:00 a.m. to 4:00 p.m.** No work shall be permitted on Saturdays, Sundays and legal holidays without special prior consent of the Engineer.

C. Written approval of an extension of time, obtained by the Contractor from the Engineer, shall be the sole and exclusive remedy to the Contractor as a result of delays in the commencement, prosecution or completion of the work, resulting from, but not limited to:

1. acts or omissions of the Commission or Engineer or other contractor employed by the Commission, with respect to late drawings, plans or specifications, changes in sequence, lack of decision, lack of access, interference, errors, lack of approvals, erroneous bid specifications, lack of payments, issuance of change orders;
2. differing site conditions, strikes, labor or material shortages, unusual delays in transportation and acts of God, such as tornadoes, earthquakes or extreme weather.

D. The date of beginning and the time for completion, as specified herein, are **ESSENTIAL CONDITIONS** of this Contract; and it is agreed that the work embraced in this Contract shall be commenced within seven (7) days from the issuance of the Notice to Proceed or as agreed to be the Commission. The work set forth in this Contract shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Commission, that the time for the completion of the work described herein is a reasonable time for the completion of the same taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

E. **RESERVED**

## CONTRACT #2120

### GENERAL CONDITIONS

F.

#### **Article VII - CONTRACTOR'S INSURANCE AND INDEMNIFICATION 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 Commission and its insurance broker evidence of coverage as enumerated below.

**1. Commercial General Liability Insurance:**

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

The 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



## CONTRACT #2120

### GENERAL CONDITIONS

#### 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 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

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

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.

#### **Article VIII - 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 all such laws, ordinances, regulations, 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 IX - 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 nowise deprived of or restricted in its right to sue for and

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

recover damages for any breach of this Contract.

#### **Article X - 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 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 under this Contract, including attorney's fees.

#### **Article XII - PAYMENTS:**

The Contractor will be entitled to monthly payment of the rental fee.

The Contractor agrees that he shall indemnify and save the Commission harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishes of machinery and parts thereof, equipment power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Commission's request, furnish satisfactory evidence that all obligations of the nature hereinabove designed have to be paid, discharged, or waived. If the Contractor fails to do so, then the Commission may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Commission has written notice, directly or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor will be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Commission to the Contractor.

In paying any unpaid bills of the Contractor, the Commission shall be deemed the agent of the Contractor, and any payment, so made by the Commission, shall be considered as a payment made under the Contract by the Commission to the Contractor, and the Commission shall not be liable to the Contractor for such payment made in good faith.

#### **A. Payment:**

1.

1 The acceptance by the Contractor of Final Payment shall be and shall operate as a release to the Commission of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Commission and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation set forth in the Contract

## CONTRACT #2120

### GENERAL CONDITIONS

Documents, including any applicable performance, payment, maintenance bond or other type of bid security.

#### B. Partial Payment:

1. No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.
2. The Commission may withhold payment for any of the following, as applicable:
  - a. Failure to submit a revised progress schedule, which has been approved by the Engineer, with each partial payment request.
  - b. Defective work not corrected.
  - c. Claims filed or responsible evidence indicating a reasonable probability of claims being filed.
  - d. Failure of the Contractor to make proper payments to Subcontractor or for material or labor.
  - e. Unpaid damages by the Contractor to Subcontractor, the Commission, or any other agency or person.
  - f. In the judgment of the Engineer the project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.
  - g. The Contractor is found in to be in default under the terms of the Contract.
3. No payment voucher shall protect the Contractor, and no claims shall be founded thereof by the Contractor in case of overpayment, or in case it shall at any time appear that the project or any part thereof has not been constructed, completed and maintained in strict accordance with the Contract Documents.
4. No interim voucher shall be held to signify the approval of permanent work, materials, or other things to which such certificate relates and the Contractor shall not be relieved by any such certificates from any risks of liability to which he may be subject under the Contract until final payment hereinafter referred to has been granted to it.
5. Errors in any monthly measurements or bill, on being discovered, will be rectified by the Engineer in subsequent measurements and bills.
6. If any work, the value of which has been included in any interim bill is damaged or destroyed and has to be removed or reconstructed by the Contractor, an

## CONTRACT #2120

### **GENERAL CONDITIONS**

amount representing the value of the work so damaged or destroyed, less any insurance monies therefore received by the Commission, will be deducted by the Engineer in succeeding partial payments until such time as work has been renovated or reconstructed.

7. State law requires that all claims for payments be approved by the governing body of the Commission. The Contractor shall allow six (6) to eight (8) weeks for receipt of partial payment after the payment has been approved by the Engineer.

#### **Article XIII - MONEY MAY BE RETAINED:**

The Commission may keep any monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages, as determined by the Engineer, incurred by the Commission which, pursuant to this Contract or the specifications shall be borne by the Contractor, and may retain until all claims shall have been settled so much of such monies as the Commission shall be of the opinion will be required to settle all claims against the Commission and its officers and agents and all claims for labor on the work, and also all these claims for materials.

#### **Article XIV – REPAIRS, BONDS, AND RETAINAGE:**

- A. The Contractor shall at its own cost, upon notification from the Commission or Engineer, promptly make good any and all defects, in its work, or that of any subcontractor employed by it hereunder, which may occur or appear during the progress of the work.
- B. If, within ten (10) days after the delivery or mailing of notice in writing to the Contractor, or its agents, of the occurrence or appearance of any such fault in the work, the Contractor fails to remedy same, the Commission may remedy the same or cause it to be remedied without previous notice and/or in case of any emergency where, in the opinion of the Engineer, delay would cause serious loss or damage.
- C. The cost of any defects so remedied or caused to be remedied by the Commission shall be borne solely by the Contractor, and any sum expended, or any expense so incurred by the Commission shall be deducted from any money then due or thereafter growing due from the Commission to the Contractor.
- D. 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

## CONTRACT #2120

### GENERAL CONDITIONS

bond shall be in form and content satisfactory to the Commission.

- E. Upon completion of the work hereunder and prior to its final acceptance by the Commission, the Contractor shall furnish the Commission with a **Maintenance Bond** in the amount of 100% of the Contract price which shall remain in full force and effect for a period of one year from the final date of acceptance of the work by the Commission. Said bond shall be in the form and content satisfactory to the Commission.
- F. The Commission shall retain **five percent (5%)** of the total contract amount of money due for a period of **six (6) months** from the date of final acceptance of all of the work by the Commission, to be applied to any defects not remedied by the Contractor by the end of the six-month period.

#### **Article XV - 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 herein.

#### **Article XVI - STATUTORY COMPLIANCE:**

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

#### **Article XVII - 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 XVIII - AFFIRMATIVE ACTION:**

The Contractor is 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 Contractor shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of the contract award. Proper completion and submission of this

## CONTRACT #2120

### GENERAL CONDITIONS

report shall constitute evidence of the Contractor's compliance with the regulations. The Contractor shall also submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the Contract to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the Department of Treasury and to the Commission (the "Division").

**Additionally, during the performance of this Contract, the Contractor agrees as follows:**

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, 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;

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 State 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).

## CONTRACT #2120

### GENERAL CONDITIONS

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

**The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:**

A. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:531 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor's or subcontractor's agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under B below; and the Contractor or subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

B. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals;

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



## CONTRACT #2120

### GENERAL CONDITIONS

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

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

4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

6. To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor;

i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable, employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, the Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

ii. If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

iv. The Contractor or subcontractor shall interview the referred minority or women workers.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this Contract to the Division and to the Public Agency Compliance Officer.

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

### **Article XIX - WORKER AND COMMUNITY RIGHT-TO-KNOW ACT (N.J.S.A. 34:5A-1 et**

## CONTRACT #2120

### GENERAL CONDITIONS

#### 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 XX - 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 XXI – TAX EXEMPTION:

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

#### Article XXII – 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

## CONTRACT #2120

### GENERAL CONDITIONS

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 Contract.

**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 non-discoverable 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 in accordance with the Contract to provide for the consolidation of such dispute resolution procedures.

## CONTRACT #2120

### GENERAL CONDITIONS

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

**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 XXIII – COMPLIANCE WITH COMMISSION CONTRACT AWARD POLICIES: POLITICAL CONTRIBUTIONS

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

### Article XXIV – 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 Contractor, who in turn, shall provide it to the Commission prior to the time of the 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.

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

(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 the 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).

- E. Before final payment is made under the Contract, the Contractor shall submit to the Commission 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 XXVI – 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

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

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.

### **Article – XXVII 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 , it 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,

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

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, 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 XXVIII – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Public Law 2012, c. 25, the Contractor shall 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 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>. The Contractor must review this list prior to completing the below certification. 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 XXIX - 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>.



## CONTRACT #2120

### GENERAL CONDITIONS

#### Article XXXI – 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 Orientation prior to beginning construction.

#### Article XXXII – 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, 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.

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

3. No specialized individuals will be allowed onto Commission property without being previously approved. This includes mechanics, fuel deliveries, sanitary facility maintenance, etc. The **"Access Approval Form to Commission Facilities"** (Attachment #1) must be filled out completely, with a copy of **GOOD QUALITY PHOTO ID**, and submitted to the Commission at least **twenty-four (24) hours** prior to arrival. This form **MUST** be completed for every visit or delivery. Liquid delivery may be subject to sampling prior to entering onto Commission property. The Contractor shall make no claim against the Commission for loss of time associated with complying with this requested time frame.
4. Only the approved Contractor's employees and employees of any subcontractor listed by the Contractor on **page (I-25)** of the Bid Documents, and approved equipment will be allowed on Commission property.
5. Vehicles entering onto Commission property shall be subject to search.

**NOTE: THE COMMISSION SHALL HAVE THE RIGHT TO EXPAND SECURITY**

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

***REQUIREMENTS AND CONTRACTOR SHALL MAKE NO CLAIMS AGAINST THE COMMISSION FOR INCREASED SECURITY REQUIREMENTS MADE DURING THE LIFE OF THIS CONTRACT.***

#### **Article XXXIII – PROMPT PAYMENT OF CONSTRUCTION CONTRACTS ACT**

On September 1, 2006, the New Jersey Legislature passed the Prompt Payment of Construction Contracts Act, P.L. 2006, c.96.

P.L. 2006, c.96, provides, in part, as follows: If a prime contractor has performed in accordance with the provisions of a contract with the Commission and the billing for the work has been approved and certified by the Commission or the Commission's authorized approving agent, the Commission shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the Contract. The billing shall be deemed approved and certified twenty (20) days after the Commission receives it unless the Commission provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment, except that in the case of a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents.

As a public entity that requires the authorization of its governing body for periodic or final payments, and payments for change orders or release of retainage, the Commission hereby places the prime contractor on notice that it not subject to the twenty (20) day period for the approval and certification of billings and, consistent with P.L. 2006, c. 96, in the event that the Commission is unable to obtain formal consideration and approval of any billing for work performed by a prime contractor as the basis for a periodic or final payment, or payments for change orders or retainage within the thirty (30) day time period mandated by P.L. 2006, c.96, the Commission shall place the billing for work performed on its next regularly scheduled meeting of its Board of Commissioners and, should such billing for work performed be approved, pay the approved amount to the prime contractor during the Commission's subsequent payment cycle.

#### **Article XXXIV – CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS:**

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

## CONTRACT #2120

### GENERAL CONDITIONS

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 XXXV – GENERAL WARRANTY & GUARANTEE:

A. In addition to other promises and warranties contained herein, the Contractor warrants that the labor and materials to be furnished and installed under this Contract will be new and free from defects in material and workmanship **during the rental period**. This warranty excludes damage or defect caused by abuse, modification, normal wear and tear, or improper maintenance or operation by persons other than the Contractor, its employees, subcontractors, or any other individual the Contractor utilizes to discharge its obligations under this Contract. In the event that the Commission determines, in its sole discretion, that the equipment furnished by the Contractor has failed prematurely or contains a defect in material or workmanship, then the Contractor shall repair or replace said defective free of charge and install said equipment free of charge. The Contractor shall proceed to remedy such defects in material and

## **CONTRACT #2120**

### **GENERAL CONDITIONS**

workmanship within seven (7) days of receipt of written notice from the Commission. All such replacement parts shall be shipped F.O.B., Commission's site.

B. The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:

1. Observations by the Commission;
2. The making of any milestone or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the work or any part thereof by the Commission;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective construction by the Commission.

#### **Article XXXVI– APPLICABLE LAW:**

This Contract shall be governed by the laws of the State of New Jersey without giving effect to principles of conflicts of law.

#### **Article XXXVII – 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 Agreement, the Commission shall only be responsible to pay the Contractor compensation for the services rendered up to the date of the Contractor's receipt of written notice of termination.

#### **Article XXXVIII – 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 XXXIX– NON-WAIVER:**

**CONTRACT #2120**

**GENERAL CONDITIONS**

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 XL- 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.

**SIGNATURES ON THE FOLLOWING PAGE**

**CONTRACT #2120  
CERTIFICATE OF ACKNOWLEDGMENT  
FOR CONTRACTOR (CORPORATION)**

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be duly and properly executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024 copy, thereof to remain with the Commission and one to be delivered to the Contractor.

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

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

ATTEST:

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

**(CONTRACTOR)**

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

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

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

ATTEST/WITNESS:

\* \_\_\_\_\_ **(\*Witness must also complete page C-32)**  
(SIGNATURE)

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

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

**SEAL:**

C-31

**CONTRACT #2120  
CERTIFICATE OF ACKNOWLEDGMENT  
FOR CONTRACTOR (CORPORATION)**

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	* _____ WITNESS' SIGNATURE
SWORN AND SUBSCRIBED TO BEFORE	_____
ME THIS _____ DAY OF	TYPED SIGNATURE
_____, 2024.	_____
	TITLE

**\*Please note – this page must be completed by the person who attested/witnessed the execution of the contract on page C-31.**

CONTRACT #2120

CERTIFICATE OF ACKNOWLEDGEMENT  
FOR CONTRACTOR (INDIVIDUAL)

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

\_\_\_\_\_ 2024.



CERTIFICATE OF ACKNOWLEDGEMENT  
FOR COMMISSION

STATE OF                                 }  
  S.S.  
COUNTY OF                            }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
before me personally appeared **KIM DIAMOND**, (Commission Secretary) who being by me  
duly sworn, doth depose and make proof to my satisfaction, that she well knows the  
corporate seal of the North Jersey District Water Supply Commission, the Commission  
named in the foregoing contract, that the seal thereto affixed is the proper corporate seal of  
said Commission, that the same was so affixed thereto and the said contract signed by **DR.**  
**HOWARD L. BURRELL**, who was at the date and execution thereof, the Chairman of the  
North Jersey District Water Supply Commission, in the presence of the said deponent, as  
the voluntary act and deed of the said Commission, and that the said deponent thereupon  
signed the same as subscribing witness.

---

**KIM DIAMOND, COMMISSION SECRETARY**

---

NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

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

\_\_\_\_\_ 2024

**CONTRACT #2120**

**EXHIBIT “A”**

**SPECIFICATIONS**

# **Shaker Specifications**

## **Purpose**

The North Jersey District Water Supply Commission (Commission) desires to rent a self-contained shaker system to process solids produced from dredging the sludge lagoon.

## **Scope of Work**

The shaker shall be a self-contained unit capable of processing aluminum based sludge that is dredged from the lagoon. The shaker system shall handle a minimum flow of 300gpm and a maximum flow of 1000gpm on a continuous bases. Effluent passing through the shaker must be processed to let no solids greater than 24 micron pass through.

## **Performance Specifications**

### **1. General**

The manufacturer shall be responsible for all components of a complete system to process solids from the sludge lagoon. The sludges contain aluminum based discharges from the water treatment process and may consist of both organic and inorganic matter including sand, decomposed vegetation, and similar materials.

The manufacturer shall have supplied a similar shaker to a least three different facilities. Specifically, the shaker shall have been used to treat highly viscous sludges.

### **1. Technical Operating Requirements**

The dewatering shaker should be capable of processing up to 1000gpm down to a 24 micron or less particle size in the effluent. The trailer should be complete with a wiring harness, brakes, and lights. A fold down catwalk should span the full length of the tank. OSHA approved stairs should go from the ground to the top of the tank. OSHA approved handrails shall be surrounding the catwalk and top of tank as needed. Any open top tank shall be coved by a serrated grating or covering. The solids should be able to be directed down a slide or shoot.

The shaker shall provide a plumbing system with all necessary fittings and valves needed to feed influent flows. Nema rated control panels that shall contain all the start/stop controls for all electric motors and pumps on the shaker. All of the required electrical wiring and connections should be complete and ready to be hooked up to the needed generator power.

### **A. Warranty**

Manufacturer's warranty shall apply to labor and equipment during the rental period.

### **B. Delivery**

The shaker equipment shall be delivered to 1 F.A Orechio Dr. Wanaque, NJ 07465. Unloading shall be the responsibility of the owner.

**C. Installation Service**

A qualified operation and maintenance instructor shall instruct on installation and operation at the project site and be available on-site for no less than 2 days.

**D. Operation Manuals**

A quantity of 2 operation and maintenance manuals shall be delivered with the shaker system.

**CONTRACT #2120**

**ATTACHMENT #1**

**ACCESS APPROVAL**

**Pages (1) One**

# 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 #2120**

**ATTACHMENT #2**

**CONFIDENTIALITY &  
NON-DISCLOSURE AGREEMENT**

**Pages (5) Five**

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



ONE F.A. ORECHIO DRIVE  
 WANAUKE, 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 \_\_\_\_, 2024 by and between:

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

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

### **WITNESSETH**

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

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

**WHEREAS**, in order to facilitate the possibility of entering into a contract for goods and services, and in particular, the procurement process pertaining to **CONTRACT #2120 RENTAL OF CONTAINED SHAKER SYSTEM** Commission-Owned Facilities, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to \_\_\_\_\_ (or the “Receiving Party”) and its representatives; and

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



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

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

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

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

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

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

**(CONTRACTOR )**

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT #3**

**IRAN INVESTMENT ACTIVITIES**

**Pages (1) Three**



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

**Quote Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

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

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

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

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

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

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