



RFP #008-2023

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
GENERAL CONSULTING ENGINEERING SERVICES**

Issuance of Request for Proposals:

Tuesday, August 8, 2023

Question Cut-off Date: Tuesday, August 29, 2023

Proposals Due: Wednesday, September 20, 2023

Time: 1:30 PM Prevailing Time

Issued by:

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

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DEFINED TERMS

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

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

"Commission" - refers to the North Jersey District Water Supply Commission.

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

"Contractor" - refers to the Selected Respondent/Consultant.

"DCA" – Department of Community Affairs

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

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

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

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

"Services" - refers to the services to be provided by the Selected Respondent for the provision of **General Consulting Engineering Services** in accordance with the provisions of this RFP the Contract.

"NJDEP" – refers to the New Jersey Department of Environmental Protection.

"USEPA" – refers to the United States Environmental Protection Agency

"NJIB" – refers to the New Jersey Infrastructure Bank

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

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

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

The Commission is soliciting Proposals from interested firms for the provision of General Consulting Engineering Services, as more particularly described herein. Through this RFP, firms interested in assisting the Commission with the provision of the Services must prepare and submit a Proposal in accordance with the procedures and schedule in this RFP. The Commission will review Proposals only from those firms that submit a Proposal that includes all the information required to be included as described herein (in the sole judgment of the Commission).

1.2. Procurement Process and Schedule.

The Commission has structured a competitive process that seeks to obtain the desired results described above in order to ensure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each Proposal received.

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

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

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

All Respondents shall be required to execute a Confidentiality & Non-Disclosure Agreement (NDA) with the Commission for all information utilized and generated as part of this Contract. The Confidentiality & Non-Disclosure Agreement must be returned to the Commission prior to the execution of the Contract for the Services outlined in this RFP. The Confidentiality Agreement shall extend, if applicable, to the Respondent's subconsultants. A sample Confidentiality & Non-Disclosure Agreement may be found in Attachment #3 of this RFP.

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

Respondents must submit an original and five (5) copies of the Proposal, along with a .pdf copy on CD or USB.

**Proposals must be submitted to:
Margaret M. Maddalena
Contract Administrator**

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

Proposals must be received by the Commission, via mail, overnight delivery or hand delivery, by 1:30 PM Prevailing time on Wednesday, September 20, 2023. Proposals will not be accepted by facsimile transmission or e-mail.

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

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

| ACTIVITY | DATE |
|--|---|
| 1. Issuance of Request for Proposals | <u>Tuesday, August 8, 2023</u> |
| 2. Question Cut-Off Date | <u>Tuesday, August 29, 2023</u> |
| 3. Proposal Submission Date | <u>Wednesday, September 20, 2023</u> |
| 4. Tentative Contract Award Date | <u>Wednesday, October 25, 2023</u> |

1.3. Conditions Applicable to RFP.

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

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Commission reserves the right, in its sole judgment, to reject for any reason any and all Proposals, and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration.
- The Commission reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFP, or to reject a Proposal that is not responsive to the requirements of this RFP.
- The Commission reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

- All Proposals shall become the property of the Commission upon submission and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Commission in its sole discretion, and in accordance with applicable law.
- The Commission may request Respondents to send representatives to the Commission for interviews.
- Any and all Proposals not received by the Commission by **1:30 PM**, Prevailing Time on **Wednesday, September 20, 2023** will be rejected.
- Neither the Commission, nor its respective Commissioners, staff, consultants or advisors (including, but not limited to, the Evaluation Committee) shall be liable for any claims or damages resulting from the solicitation or preparation of any Respondent's Proposals, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating herein.

1.4. Rights of Commission.

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

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Commission deems necessary or appropriate, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To request that Respondents send representatives to the Commission for interviews at a time and place designated by the Commission.
- To request additional information from prospective Respondents.
- To cancel this RFP or procurement process if it determines it is in the Commission's or the public interest to do so and to institute another procurement process.

- To reject any Respondent that submits in response to this RFP a Proposal that is incomplete or not responsive to the requirements of this RFP.
- To reject any Proposal as non-responsive, to the extent permitted by Applicable Law, that takes any exception or makes any additions to any term or condition of the RFP (including the Proposal forms in the Appendices).
- To request clarification or amplification from any Respondent regarding its Proposal, or any portion thereof.
- To request an oral presentation with all Respondents, if it believes that it would be helpful to the Commission or Evaluation Committee to do so.
- To negotiate with one or more Respondents after receipt of Proposals on any of the final terms and conditions of the retention, including price, so long as the Commission maintains a written record of all such negotiations.
- To reserve the right to not select any Selected Respondent(s) for final contract award as a result of the RFP process.
- To reserve the right to waive minor irregularities. The Commission also reserves the right to waive a mandatory requirement provided that:
 1. the requirement is not mandated by law;
 2. all of the otherwise responsive Proposals failed to meet the mandatory requirement; or
 3. in the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the Commission's interests associated with the procurement.

1.5. Addenda or Amendments to RFP.

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

1.6. Cost of Proposal Preparation.

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

1.7. Proposal Format.

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

1.8. Campaign Contributions and Expenditure Reporting.

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

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

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

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than 10 percent of the profits or assets of a Contractor or 10 percent of the stock in the case of a Contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization

organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if a Contractor is a natural person, that person's spouse or child, residing in the same household.

b. Breach of Contract.

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

c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any Contractor for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (1) within the eighteen months immediately preceding the commencement of negotiations for the contract or agreement; (2) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (3) within the eighteen months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Proposal, a Contractor shall report all contributions the Contractor made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are included in this RFP package (See Attachment #1) and must be returned with a Contractor's Proposal fully complete. **Failure to submit the fully completed Certification and Disclosure(s) with a Proposal may result in the rejection of the Proposal, as well as preclude future contract opportunities (in the sole judgment of the Commission).**

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

d. Disclosure Review.

The Commission shall ensure that the disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the Commission shall disqualify the Contractor from award of such contract.

1.9. Requirements of Executive Order #37.

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

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

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

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

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

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

1.10. Contract Term.

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

SECTION 2

SCOPE OF SERVICES

2.1. General.

It is the intent of the Commission to solicit Proposals from Professional Engineering Firms that have expertise in the principles and practices of engineering as applied to the planning, design, construction, maintenance and operations of public water supply systems to provide General Consulting Engineering Services for a two (2) year term with an estimated not-to-exceed amount of \$500,000.00 (\$250,000.00/year). The Selected Respondent shall be a multi-disciplined firm providing in-house expertise in the fields of civil, mechanical, electrical, environmental, structural, instrumentation, etc., engineering with experience working with a large public water utility.

The Consultant shall assist in the programmatic management and administration of planned capital and/or maintenance projects.

Consultant shall use its best effort at all times to cause the Services to be performed in the most expeditious and cost effective manner consistent with the interests of the Commission.

2.2. Range of Services.

Consultant may be required to perform all or some of the Services presented in this RFP, depending upon the needs of the Commission. The Consultant shall furnish the Services as set forth in this RFP, which Services may encompass one or more professional disciplines in addition to those held by the Consultant.

The General Consulting Engineering Services ("Services") may include, but are not necessarily limited to: (i) research and preparation of reports, studies, and coordination with community organizations; (ii) coordination and document preparation in conjunction with obtaining and implementing financing with the New Jersey Infrastructure Bank (NJIB)) and the New Jersey Department of Environmental Protection (NJDEP); (iii) preparation of permit applications to the NJDEP and DCA, (iv) project management, production management, construction administration, cost estimating; (v) assistance with in-house design projects; (vi) value engineering, scheduling, GIS production/management, utility coordination, document control and records management; and (vii) administrative review and execution of certain requisition or capital project completion forms as required by law. The Services may further include, but are not necessarily limited to designing, planning, specifying, permitting, and programming, as well as the conducting of field investigations, observations, feasibility studies, alternative analysis studies, and/or other such activities that may be required to complete approved Work Orders.

The Commission, at its option, may elect to expand, reduce or delete the type or extent of work elements set forth in the Scope of Services and will require the Services to be performed by the Consultant on an as-needed basis. By issuing this RFP and awarding a Contract, if a Respondent is selected for the Services as set forth herein, the Commission does not guarantee nor warrant that any or all of the Services will be assigned to the Consultant during the term of the Contract. Furthermore, by submitting a proposal in response to this RFP or executing a Contract, if same is awarded by the Commission in its sole discretion, the Consultant understands that it has no expectation nor legal right to the assignment of any or all of the Services set forth herein.

Prior to executing a Contract for the above referenced tasks, the Selected Respondent shall execute a Confidentiality/Non-Disclosure Agreement with the Commission for all information utilized and generated as part of this Contract as described in Section 2.3 below.

2.3. Confidentiality & Non-Disclosure Agreement

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

Confidential or "Security Related" information shall include:

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

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

Attorney General for criminal prosecution to the extent allowed by law.

It is further agreed that any information supplied by the Commission to the Consultant and any information developed by the Consultant in satisfaction of the Scope of Work within this Contract is subject to the following conditions and restrictions, not including the conditions and restrictions set forth in the sample Non-Disclosure Agreement annexed hereto as Attachment #3:

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

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

Respondents shall submit with their proposal documentation of their written procedures for protecting the confidentiality of such data in accordance with this Section. Subconsultants, if they are to be used, must also submit their written procedures or must submit a written agreement to accept and use the procedures of the Consultant. Such procedures should address, but not be limited to, the following factors:

1. Conducting criminal history background checks for any individual scheduled to work in any detail relating to the Scope of Work within this Contract.
2. Deselecting an individual based on the results of a criminal history background check.

3. Reviewing and authenticating immigration credentials for any individual who is a non-U.S. citizen.
4. Limiting and/or prohibiting, consistent with applicable law, the distribution of personal information for those personnel deemed to have access to confidential information concerning this Contract including the limitation of access to databases containing individual names, home addresses and other personal information.
5. Ensuring that individuals are fully aware of the importance of vigilance and reporting suspicious activities and security breaches to corporate security (or equivalent) and for corporate security (or equivalent) to refer all such reported activities to law enforcement officials.
6. Controlling and storing documents/data (both paper and electronic).

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

2.4. Cooperative Work.

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

2.5. Non-Exclusive Right and Assignment of Work.

It is understood that any Work Order and/or Notice to Proceed will be issued under the Contract at the sole discretion of the Commission and the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order or Notice to Proceed for any project or work. Each Notice to Proceed will only take place after the Commission approves the Consultant's detailed proposal for completing any Work Order that the Commission has asked the Consultant to review or perform. The preparation of proposals for Work Orders within the General Consulting Services Contract shall not be chargeable to the Contract. The Commission reserves, at all times, the right to perform any and all Services in-house, or with other private professional consultants, architects or engineers consistent with applicable law, if required, or to discontinue or withdraw any or all projects or work or to exercise every other choice allowed by law.

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

2.6. Payments.

Compensation payable to the Consultant shall include all reasonable professional services, overhead, secretarial costs, copying costs, and delivery charges. Compensation shall be payable within sixty (60) days of receipt of invoices with the approval of the Commission and, in accordance with the Commission's standard accounting policies and procedures. In no event, shall the total compensation payable to the Consultant under the Contract exceed the total sum cost in the amount of \$500,000.00 (\$250,000.00 per year). No payment will be made for the Consultant's time or services in connection with the preparation of any Work Order proposal or for any Services performed in the absence of an executed Work Order or Notice to Proceed.

2.7. Personnel.

The Selected Respondent represents and agrees that:

1. It has the personnel necessary to provide the Services as requested;
2. No personnel provided by the Selected Respondent are or shall be employees of the Commission nor shall they have any contractual relationship with the Commission;
3. All of the Services to be provided by the Selected Respondent pursuant to the contract will be provided by personnel qualified to perform the particular work; and
4. None of the Services to be provided by the Selected Respondent shall be provided by any subconsultant, or under any subcontract for services, without the prior written consent of the Commission.
 - a. The Selected Respondent shall include within their proposal any subcontract, along with the subconsultant's qualifications, all inclusive rate sheet and work tasks to be performed by subconsultant.
 - b. Any and all work performed by a subconsultant is to be supervised by the Selected Respondent.

2.8 Labor Classifications.

The labor categories described below are considered typical professional and technical levels required to accomplish the work specified in the Scope of Work. **If the Respondent's own personnel categories/titles vary from those listed below, cross-references must be provided in the Proposal package.**

Respondents are required to only identify personnel in the professional and technical categories described below. All clerical and support staff below the technical level, shall be considered part of the Respondent's overhead and need not be delineated within the prescribed labor categories.

| |
|--------------------------------------|
| PROFESSIONAL LABOR CATEGORIES |
|--------------------------------------|

LEVEL 5 (P5) - Principals of the firm.

LEVEL 4 (P4) - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for action or decision without prior approval.

Typical Title: Project Manager, Chief Engineer, Resident Engineer.

Qualifications: Ph.D. Degree, Professional Registration or equivalent project assignments

Experience: 10 years or more

LEVEL 3 (P3) - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design and equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader, and Discipline Engineer

Qualifications: Master's Degree, Professional Registration or equivalent project assignments

Experience: 6-12 years

LEVEL 2 (P2) - Under supervision of a senior or project leader, carries out assignments associated with projects. Translate technical guidance received from supervisor into usable data applicable to the particular assignments; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst, Scientist, Hydrogeologist,

Qualifications: B.S. Degree or equivalent project assignments

Experience: 3-8 years

LEVEL 1 (P1) - Lowest or entry-level classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analysis. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior Engineer, Trainee

Qualifications: B.S. Degree or equivalent

Experience: 0-3 years

TECHNICIAN LABOR CATEGORIES

LEVEL 3 (T3) - Performs non-routine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests, which may require nonstandard procedures and complex instrumentation. Records, computes and analyses test data; prepares test reports. May supervise lower level technicians and field activities.

Typical Title: Senior Technician

Experience: 6 years or more

LEVEL 2 (T2) - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: 2-6 years

LEVEL 1 (T1) - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technician Trainee

Experience: 0-2 years

2.9. **Work Hours.**

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

2.10. **Security.**

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

SECTION 3

SUBMISSION REQUIREMENTS

3.1. **General Requirements.**

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

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

3.2. **Administrative Information Requirements.**

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

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

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

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

3.3. Professional Information Requirements.

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

- a. Description and scope of work by Respondent;
- b. Name, address and contact information of references; and

- c. Explanation of perceived relevance of Respondent's experience to the RFP
2. Describe the services that Respondent would perform directly.
3. Describe those portions of the Services, if any, that will be sub-contracted out by the Respondent. Identify all subconsultants the Respondent anticipates using in connection with the Services set forth in this RFP.
4. Resumes of key employees.
5. A narrative statement of the Respondent's understanding of the Commission's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Commission employees or elected officials of the Commission, any. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If none, so state.
7. Provide an all-inclusive hourly rate sheet, by title/function (See Section 2.8 Labor Classifications), for all personnel anticipated to perform Services under the Agreement.

3.4. Insurance and Indemnification Requirements.

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

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

1. **Commercial General Liability Insurance:**

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

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

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

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

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

2. **Business Automobile Liability:**

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

\$1,000,000 Combined Single Limit (Bodily Injury & Property Damage)

3. **Worker's Compensation:**

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

4. **Excess/Umbrella Insurance:**

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

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

5. **Professional Liability:**

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

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

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

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

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

6. **Evidence of Insurance:**

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

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

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

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

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

3.5. Affirmative Action.

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

- a. The Selected Respondent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, gender identity or expression, disability, nationality the contractor will take affirmative action to ensure such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Selected Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- b. The Selected Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Respondent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Selected Respondent will send to each labor union or representative of workers with which it has a collective bargaining agreement or other

contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Selected Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Selected Respondent agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- e. The Selected Respondent shall furnish such reports or other documents to the affirmative action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.
- f. The Selected Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
- g. The Selected Respondent agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- h. The Selected Respondent agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes, laws, regulations and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- i. The Selected Respondent agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes, laws, regulations and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal Court decisions.

3.6. DISCLOSURE OF INVESTMENT IN IRAN.

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

3.7. Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, a Consultant 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>.

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

Pursuant to Public Law 2022, c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2022.c.3, section 1.e, except as permitted by federal law.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. **Submission of Proposals.**

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

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

Sealed Proposals must be received by the Commission no later than **1:30 PM, Prevailing Time on Wednesday, September 20, 2023**, and must be mailed, overnight delivered, or hand-delivered. Proposals forwarded by facsimile or e-mail **will not** be accepted. Please indicate on the outside of the sealed envelope ***"Response to Request for Proposals for General Consulting Engineering Services."*** ***RFP# 008-2023.***

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

SECTION 5

EVALUATION

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

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

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

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

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

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

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

3. COST PROPOSAL:

(30 Points)

a. Rate Sheets: The Respondent must provide an all-inclusive rate sheet, by title/function (See Section 2.8 *Labor Classifications*), for all personnel anticipated to perform Services under the Contract. Hourly Rates per Person shall include all wages, labor, travel (within a 100 mile radius of the Commission's Wanaque office), taxes, insurance (including Liability Insurance), overhead, licenses, qualifications, equipment, profit and all other mark-ups and costs. ***Failure to submit all requested pricing information may result in the Respondent's proposal being deemed materially non-responsive.***

APPENDIX A

LETTER OF QUALIFICATION

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

[insert date]

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

Dear Mr. Eustace:

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

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

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

(Signature of Chief
Executive Officer)

(Signature of Chief
Financial Officer)

(Typed Name and Title)

(Typed name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated: _____

Dated: _____

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

APPENDIX B

LETTER OF INTENT

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

[insert date]

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

Dear Mr. Eustace:

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

(Name of Respondent) HEREBY STATES:

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

the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

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

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

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)*

Dated: _____

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

APPENDIX C

NON-COLLUSION AFFIDAVIT

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

STATE OF }
S.S.:
COUNTY OF }

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

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

NAME OF CONTRACTOR

OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn
to before me this _____ day
of _____ 2023.

Notary Public of the State of _____
My Commission expires _____

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

ATTACHMENT #1

CERTIFICATION & DISCLOSURE FORMS

(7 PAGES)

INFORMATION AND INSTRUCTIONS

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

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

Part 3: CERTIFICATION

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

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

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

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

Read the five statements of certification prior to signing.

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

State Agency Procedure for Submitting Form(s)

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

Business Entity Procedure for Submitting Form(s)

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

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

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

Questions & Information

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

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



State of New Jersey
Department of the Treasury

Division of Purchase and Property

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

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

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

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

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

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

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

All Officers of a Corporation or PC

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

All Equity partners of a Partnership

All Equity members of a LLC

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

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

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

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

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

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

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

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

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

Contributor Name _____

Relationship of Contributor to the Vendor _____

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

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

Remove Contribution

Add a Contribution

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

Part 3: Certification (Check one box only)

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

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

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

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

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

ATTACHMENT #2

ACCESS APPROVAL FORM

(1 PAGE)



ACCESS APPROVAL FORM TO COMMISSION FACILITIES

COMPLETE ALL SECTIONS

PLEASE PRINT LEGIBLY

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

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

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

Approved by Commission: _____ Date: _____

Comments: _____

ATTACHMENT #3

**SAMPLE CONFIDENTIALITY & NON-DISCLOSURE
AGREEMENT**

(7 PAGES)

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
WANAQUE, NJ 07465
973-835-3600 FAX: 973-835-6701
E-Mail: commissionoutreach@njdwsc.com

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

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2023 by and between:

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

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

WITNESSETH

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

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

WHEREAS, in order to facilitate the possibility of entering into a contract for goods and services, and in particular, the procurement process pertaining to **RFP #008-2023 GENERAL CONSULTING ENGINEERING SERVICES** usiness 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.

(RESPONDENT)

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHEMENT #4

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

(3 PAGE)

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



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

IF UNABLE TO CERTIFY



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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **North Jersey District Water Supply Commission** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **North Jersey District Water Supply Commission** to notify the **North Jersey District Water Supply Commission** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **North Jersey District Water Supply Commission** and that the **North Jersey District Water Supply Commission** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

| | | | |
|------------------------------|--|--------------|--|
| Full Name (Print) | | Title | |
| Signature | | Date | |