



RFQ #01-2022

REQUEST FOR QUALIFICATIONS

FOR

INTRUSION AND FIRE ALARM MONITORING SYSTEM AND SERVICES

Issuance of Request for Qualifications: Thursday, September 8, 2022

Question & Answer Cut-off Date: Wednesday, September 14, 2022

Qualifications Due: Tuesday, September 20, 2022

Time: 1:30 P.M. Prevailing Time

Issued by:

NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

ONE F.A. ORECHIO DRIVE
WANAQUE, N.J. 07465

1. Definitions and Abbreviations

The following terms, when appearing capitalized throughout this Request For Qualifications ("RFQ"), will have the following meanings:

Term	Definition
APPLICABLE LAW	Ordinances, rules, regulations, statutes, and laws issued by municipal, county, state, and federal governing bodies and governmental agencies.
COMMISSION	The North Jersey District Water Supply Commission
COMMISSION FACILITIES	TO BE ADDED BY COMMISSION TEAM
CONTRACTOR	The party that will enter into a contract with the Commission to design, provide, install, maintain and monitor an intrusion and fire alarm receiving and monitoring system for the Commission Facilities
PRE-QUALIFIED BIDDERS	Entities who, on the basis of evaluation of Statement of Qualifications, are determined to be qualified to submit a proposal for the Services
RESPONDENT	The entity that submits a Statement of Qualifications in response to this Request for Qualifications
SERVICES	The design, development, installation, maintenance and monitoring of an intrusion and fire alarm receiving and monitoring system for the Commission Facilities
STATEMENT OF QUALIFICATIONS	Document submitted to the Commission in response to and in accordance with this Request for Qualifications

2. Introduction and General Information

2.1 Purpose of Request for Qualifications

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 or a new and additional 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 incident 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. Additionally, the Wanaque South Project includes a joint venture between the COMMISSION and Veolia Water-New Jersey.

This RFQ is being issued via public advertisement for the purpose of soliciting STATEMENTS OF QUALIFICATIONS ("SOQ") from entities interested in providing the Services described in Section 3 of this RFQ. The COMMISSION will evaluate SOQs relative to criteria specified in Section 7 of this RFQ.

The objective of the evaluation process is to develop a list of PRE-QUALIFIED BIDDERS who possess the required skills and experience to offer innovative solutions and deliver high quality and best value to the COMMISSION for the Services.

PRE-QUALIFIED BIDDERS may be invited to submit proposals for the Services if and when COMMISSION issues a Request for Proposals ("RFP"). Proposals submitted in response to the RFP will be evaluated according to criteria that will be defined in the RFP.

2.2 Conditions Applicable to RFQ.

Upon submission of an SOQ in response to this RFQ, the RESPONDENT acknowledges and consents to the following conditions relative to the submission and review and consideration of its SOQ:

- All costs incurred by the RESPONDENT in connection with responding to this RFQ shall be borne solely by the RESPONDENT.
- The COMMISSION reserves the right (in its sole judgment) to reject for any reason any and all SOQs, and components thereof, and to eliminate any and all RESPONDENTS responding to this RFQ from further consideration.

- The COMMISSION reserves the right (in its sole judgment) to reject any RESPONDENT that submits incomplete responses to this RFQ, or an SOQ that is not responsive to the requirements of this RFQ.
- All SOQs shall become the property of the COMMISSION and will not be returned.
- All SOQs will be made available to the public at the appropriate time, as determined by the COMMISSION (in its sole discretion) in accordance with law.
- The COMMISSION may request Respondents to send representatives to the COMMISSION for interviews.
- Any and all SOQs not received by the COMMISSION by 1:30 p.m. Prevailing Time on **Tuesday September 20, 2022** will be rejected.
- Neither the COMMISSION, nor its respective Commissioners, staffs, 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 the SOQs, nor will there be any reimbursement to RESPONDENTS for the cost of preparing and submitting an SOQ or for participating herein.
- This RFQ does not obligate the Commission to issue an RFP for the Services.

2.3 Rights of COMMISSION.

The COMMISSION reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of Applicable Law:

- To determine that any SOQ received complies or fails to comply with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective RESPONDENTS who have received a copy of this RFQ.

- To conduct investigations of any or all of the RESPONDENTS, as the COMMISSION deems necessary or convenient, to clarify the information provided as part of the SOQ and to request additional information to support the information included in any SOQ.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion). If terminated, the COMMISSION may determine to commence a new procurement process or exercise any other rights provided under Applicable Law without any obligation to the RESPONDENTS.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective RESPONDENTS who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To reject any SOQ 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 RFQ.
- To request clarification or amplification from any RESPONDENT of its SOQ or any portion thereof.
- To request an oral presentation with any RESPONDENT, if it believes that it would be helpful to the COMMISSION or Evaluation Committee to do so.
- To 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 SOQs 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.

2.4 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the COMMISSION may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the COMMISSION and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the submission date for the SOQ.

2.5 Cost of SOQ Preparation.

Each SOQ and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the RESPONDENT. There shall be no claims **whatsoever** against the COMMISSION, its Commissioners, staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

2.6 SOQ Format.

SOQs should cover all information requested in this RFQ. SOQs that, in the sole judgment of the COMMISSION, fail to meet the requirements of the RFQ or are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected by the COMMISSION in its sole and absolute discretion.

2.7 Campaign Contributions and Expenditure Reporting (See Attachment #3):

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 RFQ.

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. 10:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq.. Currently, contributions in excess of \$300 during a reporting period are deemed

“reportable” under these laws.

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than 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 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 SOQ, 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 Appendix B this RFQ package and must be returned with a Contractor's SOQ fully complete. ***Failure to submit the fully completed Certification and Disclosure(s) with an SOQ may result in the rejection of the SOQ, as well as preclude future contract opportunities.***

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

2.8 Confidentiality & Non-Disclosure (See Attachment #4)

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

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

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

It is further agreed that any information supplied by the Commission to the Contractor and any information developed by the Contractor in satisfaction of the Contract is subject to the following conditions and restrictions:

- Information received from or developed for the Commission is to be used solely for the purpose(s) established in the Contract.

- The data confidentiality matters coming within the Contract shall continue beyond the completion of all work involved in the Contract, unless specifically waived in writing by the Commission.

2.9. **SECURITY MEASURES**

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

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

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

3. No specialized individuals will be allowed onto Commission Property without being previously approved. This includes mechanics, fuel deliveries, sanitary facility maintenance, etc. The **"Access Approval Form to Commission Facilities"** (Attachment #2) must be filled out completely, with a copy of **GOOD QUALITY PHOTO ID**, and submitted to the Commission at least **twenty-four (24) hours** prior to arrival. This form **MUST** be completed for **every** visit or delivery. Liquid delivery may be subject to sampling prior to entering onto Commission property. The Contractor shall make no claim against the Commission for loss of time associated with complying with this requested time frame.
4. Only the approved Contractor's employees and approved equipment will be allowed on Commission property.
5. Vehicles entering onto Commission property shall be subject to search.

NOTE: THE COMMISSION SHALL HAVE THE RIGHT TO EXPAND SECURITY REQUIREMENTS AND CONTRACTOR SHALL MAKE NO CLAIMS

AGAINST THE COMMISSION FOR INCREASED SECURITY REQUIREMENTS MADE DURING THE LIFE OF THIS CONTRACT.

3. Scope of Services and General Qualifications

The Commission is soliciting Qualifications from Respondents that have expertise in the design, development, installation, maintenance and monitoring of an intrusion and fire alarm receiving and monitoring system for the Commission Facilities. The Respondent's SOQ must meet or exceed the General Qualifications set forth in Section 3 and the Submission Requirements set forth in Section 6.

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

The Respondent shall possess the following minimum requirements:

1. Experience in designing, developing, installing, maintaining and monitoring an intrusion and fire alarm receiving and monitoring system for secured facilities similar in size, age and composition as the Commission Facilities .
2. Experience in the security system industry for a minimum of five (5) years.
3. Availability to attend any required meetings with the Commission.
4. Assigned personnel for Services shall demonstrate a high level of experience in the field and familiarity with the Commission's security and fire systems.
5. 24/7 availability for system support services.
6. An established training program for system operators
7. Ability to develop an incident management platform that provides for redundancy and is integrated with the life safety systems at the Commission Facilities.
8. Experience updating and integrating existing systems similar

to the Commissions systems with an incident management platform.

9. Ability to secure insurance from a company or companies lawfully authorized to do business in New Jersey, to protect the entity and the Commission from claims which may arise out of or result from activities undertaken in connection with services under contract with the Commission and for which the contractor may be legally liable, whether such activities be by the Respondent or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall name the Commission as an additional insured, with 30-day notice rights prior to any termination, cancellation and/or material modification of any coverage. Such insurance coverage shall include the following as an anticipated minimum, with additional coverage and/or higher limits necessary dependent upon the scope of services:

A. Commercial General Liability Insurance:

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

The Contractor shall maintain Products Completed Operations liability coverage for a period of at least 24 months following the Final Project Completion Date.

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

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

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

B. Business Automobile Liability:

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

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

Should include endorsement CA 9948 Pollution Endorsement

C. 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

D. Excess/Umbrella Insurance:

Schedule of Underlying to include: General Liability, Employers Liability and Auto Liability as outlined above.

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

E. Evidence of Insurance:

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

(1) A copy of the endorsement naming the Commission as an Additional Insured, on Form CG2010 or equivalent on all policies except Worker's Compensation.

(2) A copy of an endorsement stating that the coverages provided by this policy to the Commission shall not be terminated, reduced or otherwise materially changed without providing at least thirty (30) days prior written notice to the Commission.

(3) A waiver of subrogation in favor of the Commission should apply under all the policies outlined in this section except for Worker's

Compensation.

All policies must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of New Jersey or are an eligible Surplus Lines Insurer or are an acceptable Joint Insurance Fund.

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

10. Ability and agreement to provide the following indemnification to the Commission to fully indemnify, defend and hold harmless the Commissioners, their 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 the Contractor, and expenses, including attorneys' fees in connection with the loss of life, personal injury, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the Contractor or the Contractor's agent's, servants, and employees 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.

4. Statutory and Other Submission Requirements

In addition to the General Qualifications and General Submission Requirements set forth in Sections 3 and 6 of this RFQ, the following will be required as part of any contract with the Commission if the Respondent is qualified and submits a proposal in response to an RFP that is subsequently accepted by the Commission.

Compliance with All Laws:

The successful bidder will be required to keep itself informed and to comply with all Federal, State, County and Local laws, ordinances, and regulations as such may apply.

Non-Collusion:

Respondents are required to give their names together with the address of their places of business. If a Respondent is a corporate entity, then any affidavit submitted in conjunction with the SOQ must be signed by a corporate officer. If the Commission discovers that a person or persons submitting a bid is interested, in any manner, in any other bid for the same piece of work, both bids shall be deemed nonconforming and shall be immediately rejected. This provision shall not prevent a party from quoting prices on materials or equipment to more than one bidder. Every bid to be conforming must be in all respects fair and without collusion or fraud and Respondents shall expressly represent that the Respondent is the only person interested in said bid; that it is made without any connection with any person submitting another bid for the same Contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Commission or any person in the employ of the Commission is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof. Respondents will be required to submit a fully executed Affidavit of Non-Collusion as part of the bid submission. See Attachment #7 hereto.

Buy American Acts:

Any successful bidder must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

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

Affirmative Action:

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.

During the performance of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

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

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

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

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

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

workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

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

(A) If the contractor has a referral agreement or arrangement with a union for a construction trade, the contractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor has a referral agreement or

arrangement with a union for the construction trade;

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

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

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

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

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

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

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

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

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

the job programs for outreach and training of minorities and women.

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

Business Registration Act:

- A. Business Registration: Pursuant to N.J.S.A. 52:32-44, **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** is prohibited from entering into a contract with an entity unless the bid/proposal/contractor has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
- B. During the course of contract performance: the contractor providing goods or performing services under a contract, and each affiliates, shall collect and remit to the Director of Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et. seq.) on all sales of tangible personal property delivered to the State. Any questions in this regard can be directed to the Division of Taxation at (609)2925-6200. Form NJ-REG can be filled out at www.state.nj.us/treasury/revenue/busregcert.html.
- C. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contract agency.

New Jersey Anti-Discrimination

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

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

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

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day which such a person is discriminated against or intimidated in violation of the provisions of the contract; and

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

Disclosure of Investment Activities in Iran:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Respondents must review this list prior to completing the below certification. See Attachment #5.

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 SOQ must complete the certification attached hereto as Attachment #6 to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2202.c.3, section 1.e, except as permitted by federal law.

Diane B. Allen Equal Pay Act

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

Ownership Disclosure – N.J.S.A. 52:25-24.2

No corporation, partnership, or limited liability company shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the SOQ or accompanying the SOQ, of said corporation, said partnership, or said limited liability company therein submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder

or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a Respondent with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Each Respondent shall set forth such disclosure and complete, execute and submit Attachment #9.

5. Procurement Schedule

SOQ's will be due at **1:30 PM prevailing time on Tuesday, September 20, 2022**. Instructions for submittal of SOQ's are in Section 6 of this RFQ.

The following are **tentative** dates for the remainder of the procurement process, subject to change at the sole discretion of the Commission:

Complete evaluation of SOQ's and identify list of PRE-QUALIFIED BIDDERS	September 23, 2022
Issue RFP to Pre-Qualified Bidders	September 23, 2022
Due date for Proposals	October 7, 2022
Complete Evaluation of Proposals and identify successful respondent	October 12, 2022
Award of contract	October 26, 2022
Execution of contract	November 2, 2022

6. Submittal Requirements

6.1 Date and Time of Submission

SOQ's shall be delivered to the COMMISSION no later than **1:30 PM on Tuesday, September 20, 2022.**

6.2 Questions

All communications concerning this RFQ or the RFQ process shall be directed to Margaret M. Maddalena, Contract Administrator, in writing and e-mailed to mmaddalena@njdwsc.com no later than **Wednesday, September 14, 2022.** Respondents are advised not to call the COMMISSION for information. Any addenda to the RFQ will be emailed to bidders. See Attachment #8.

6.3 Submittal Delivery Instructions

SOQ's must be submitted via US Mail, commercial delivery service, or hand delivery to:

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

Submittal packages must include one original paper SOQ and 2 paper copies.

6.4 Format and Content of SOQ's

SOQ's shall include the following information:

- a. Executive Summary
- b. Names and resumes for the personnel assigned to the Commission for the Services. Also indicate home office location for each person. This information will be considered under evaluation criteria no. 2 as stated in Section 7 of this RFQ.

- c. Descriptions of similar projects completed by the Respondent. References with contact information shall be provided for a minimum of 2 projects. This information will be considered under evaluation criteria nos. 1 and 4 as stated in Section 7 of this RFQ.
- d. Identification of any subcontractors.
- e. Describe familiarity with the Commissions security systems. This information will be considered under evaluation criteria nos. 2 and 3 as stated in Section 7 of this RFQ.
- f. Completed forms as attached hereto.

7. Evaluation Criteria

The SOQ's will be evaluated, scored, and ranked according to the criteria in this section. It is the intent of the COMMISSION to develop a list of PRE-QUALIFIED BIDDERS based on these evaluation criteria.

Criteria	Scoring Range
1. Experience and performance of the Respondent on similar projects	0-15
2. Key staff	
a. Qualifications and experience	0-30
b. Proximity to PROJECT site	0-10
3. Familiarity of the respondent with the Commission security systems	0-30
4. References	0-15
Total	0-100

ATTACHMENT #1

REQUEST FOR QUALIFICATIONS SUBMISSION CHECKLIST

I, the undersigned, certify that the following documents have been completed and executed in ink and are hereby submitted pursuant to the terms of the above referenced Sections in the sealed RFQ package:

	<u>Initial Each Entry</u>
Request for Qualifications Submission Checklist	_____
Statutory Submission Forms	
1. Access Approval Form (Attachment #2)	_____
2. Vendor Certification and Disclosure of Political Contribution Forms (Attachment #3)	_____
3. Confidentiality and Non-Disclosure Agreement (Attachment #4)	_____
4. Disclosure of Investment in Iran (Attachment #5)	_____
5. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Attachment #6)	_____
6. Non-Collusion Affidavit (Attachment #7)	_____
7. Acknowledgement of Addenda (Attachment #8)	_____
8. Respondent Disclosure Statement (Attachment #9)	_____
9. Business Registration Certificate	_____

ATTACHMENT #2

ACCESS APPROVAL FORM

Pages (1) One



ACCESS APPROVAL FORM TO COMMISSION FACILITIES

COMPLETE ALL SECTIONS

PLEASE PRINT LEGIBLY

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

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

Email completed Access Approval Form & Photo ID to security@njdwsc.com 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

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

Pages (7) Seven



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

ATTACHMENT #4

**CONFIDENTIALITY &
NON-DISCLOSURE AGREEMENT**

Pages (5) Five

COMMISSIONERS
HOWARE L. BURRELL
CHAIRMAN
GLENWOOD, NJ
CHARLES P. SHOTMEYER
VICE CHAIRMAN
FRANKLIN LAKES, NJ
ALAN S. ASHKINAZE
ORADELL, NJ
JEROME P. AMEDEO
GREEN BROOK, NJ
DONALD C. KUSER
WAYNE, NJ
ROBERT C. GAROFALO
BRIELLE, NJ
JAMES L. CASSELLA
EAST RUTHERFORD, 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 _____, 2022 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 **RFQ #01-2022 INTRUSION AND FIRE ALARM MONITORING SYSTEM AND SERVICES REMOVAL PROJECT** Commission-Owned Facilities, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to _____ (or the “Receiving Party”) and its representatives; and

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

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

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

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

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

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

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

(CONTRACTOR)

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT #5

DISCLOSURE OF INVESTMENT IN IRAN

Pages (1) One

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

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

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

ATTACHMENT #6

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2033, c.3**

Pages (1) One



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**ATTACHMENT #7
NONCOLLUSION AFFIDAVIT**

STATE OF

}

S.S.:

COUNTY OF

}

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

(Title)

the Bidder making the Bid for the above named project, and that I
executed the said Bid with authority so to do; that said Bidder has not,
directly or indirectly, entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above-named project; and that all
statements contained in the said Bid and in this Affidavit are 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 Bid and in the statements contained in this Affidavit in
awarding the Contract for the said project.

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

NAME OF CONTRACTOR

OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn

to before me this__day

of _____ 2022.

Notary Public of the State of _____.

My Commission expires _____, _____.

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

ATTACHMENT #8

ACKNOWLEDGMENT OF ADDENDA

This Form must be signed and submitted whether or not any Addenda were issued. If no Addenda were issued, check the "No Addenda were issued box" and complete the signature section below:

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>ADDENDA NO.</u>	<u>DATE RECEIVED</u>	<u>ACKNOWLEDGE RECEIPT (INITIAL)</u>
_____	_____	_____
_____	_____	_____

☐ **No Addenda were issued (check if applicable)**

RESPONDENT: _____ SIGNATURE: _____

DATE: _____

TITLE: _____

**ATTACHMENT #9
RESPONDENT DISCLOSURE STATEMENT**

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

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

I. **BUSINESS FORM:**

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

{	}	CORPORATION
{	}	PARTNERSHIP
{	}	OTHER, SPECIFY _____

II. **PRINCIPALS:**

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

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

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

ATTEST (FOR CORPORATION)

BY: _____

NAME: _____

TITLE: _____

WITNESS (FOR PARTNERSHIP OR OTHER BUSINESS ENTITY)

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

NOTE: If the bidder is a corporation, the corporation's corporate seal must be affixed.