

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PRICE AGREEMENT**

WRITTEN TRANSLATION SERVICES

SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE

This **PRICE AGREEMENT** made this 26th day of September, 2014 by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority" or "NJEDA"), having its address at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990, and A2Z Global, Inc., (the "Vendor"), having its address at 230 East Cuthbert Boulevard, Haddon Township, NJ 08108.

The Authority and the Vendor agree as follows:

1. **The Goods or Services.** The Vendor shall provide the goods or perform the services as detailed in the Vendor's Bid Quotation Form (the "Bid Quotation"), dated June 17, 2014, and the Authority's Request for Bids ("RFB"), dated June 3, 2014, which are attached hereto and made a part hereof. The Bid Quotation, the RFB and this Price Agreement are collectively referred to as the "Contract".

From time to time during the term of the Contract, as the Authority determines a need for goods or services, it will provide the Vendor with a purchase order or task order (the "Order"). The Vendor will respond with a cost estimate for the Order based on its Bid Quotation. The cost estimate will include a "maximum not-to-exceed amount" for the entire Order. The Vendor shall not provide any goods or services identified in a particular Order unless and until the Vendor's cost estimate is accepted in writing by the Authority. If the cost estimate for a particular Order is rejected, the Vendor will be asked to amend or resubmit its cost proposal, to meet the Authority's needs. The Authority will not pay Vendor for any goods or services that are not part of a cost estimate that has been accepted in writing by the Authority regardless of whether such goods or services are delivered to the Authority.

2. **Time.** The Vendor shall render the goods or services generally pursuant to the RFB and the Bid Quotation submitted by Vendor in response to the RFB. To the extent that an Order or the Authority's written acceptance of the cost estimate for an Order includes a time for delivering goods or services for a particular Order, the Vendor shall render the goods or services for the particular Order in accordance with the Order or the Authority's written acceptance of the cost estimate.

3. **Contract Price.** The Authority shall pay the Vendor for delivering goods or services in accordance with the Vendor's Bid Quotation and in accordance with the Authority's written acceptance of a cost estimate for a

particular Order. The total contract price for the Contract shall not exceed Thirty Two Thousand Dollars (\$32,000.00) per year unless an increase is approved, in writing, by the Authority. The Authority may require goods or services in addition to those identified in the RFB and the Bid Quotation. Compensation to the Vendor for additional goods or services will be for a mutually agreed upon price.

4. **Term.** The initial term of the Contract shall commence on the date first written above and shall expire after twelve (12) months, unless extended by the Authority as set forth in the Request for Bids.

Notwithstanding the expiration or termination of the Contract, the Authority reserves the right in its sole discretion to extend the Contract on a month-to-month basis beyond expiration or termination until a replacement contract for the subject goods or services is entered into by the Authority.

5. **Political Campaign Contributions.**

5.1 For the purpose of this Section 5, the following shall be defined as follows:

a) Contribution - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.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.

b) Business entity – means:

i. a for-profit entity as follows:

A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;

B. in the case of a general partnership: the partnership and any partner;

C. in the case of a limited partnership: the limited partnership and any partner;

D. in the case of a professional corporation: the professional corporation any shareholder or officer;

E. in the case of a limited liability company: the limited liability company and any member;

F. in the case of a limited liability partnership: the limited liability partnership and any partner;

G. in the case of a sole proprietorship: the proprietor; and

H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity the individuals spouse or civil union partner, and any child residing with the individual, provided, however, that, P.L. 2005, c.51 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) ("Chapter 51").

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).

5.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into the Contract by reference as material terms of the Contract with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Vendor shall be a material term of the Contract.

5.3 Vendor hereby certifies to the Authority that commencing on and after October 15, 2004, Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract between Vendor and the Authority pursuant to P.L. 2005, c. 51. Vendor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of the Contract and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare the Contract to be in default.

5.4 Vendor hereby covenants that Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of the Contract. The provisions of this Paragraph 14.4 are intended to and shall be a material term of the Contract and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Vendor (and each of its principals, subsidiaries and political organizations

included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare the Contract to be in default.

5.5 In addition to any other Event of Default specified in the Contract, the Authority shall have the right to declare an event of default under the Contract if: (i) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits 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) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Vendor to the Authority in connection with the Contract.

5.6 Vendor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Vendor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of the Contract. If after the effective date of the Contract and before the entire Contract Price is paid by the Authority, any Contribution is made by Vendor and the Treasurer of the State of

New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Contract to be in default.

5.7 Vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to C. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if Vendor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Vendor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

6. **General Conditions.**

A. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

B. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, which are expressly included within the terms of the Contract, refer to **Exhibit A** annexed hereto and made a part hereof.

C. In accordance with Public Law 2004, Chapter 57 (N.J.S.A. 52:32-44), a subcontractor shall provide a copy of its Business Registration Certificate to any Vendor who shall forward it to the NJEDA. No contract with a subconsultant shall be entered into by any Vendor unless the subconsultant first provides proof of valid business registration. The Vendor shall provide written notice to all subconsultant(s) that they are required to submit a copy of their Business Registration Certificate to the Vendor. The Vendor shall maintain a list of the names of any subconsultant(s) and their current addresses, updated as necessary during the course of the contract performance. The Vendor shall submit to the NJEDA a copy of the list of subconsultant(s), updated as necessary during the course of performance of the contract. The Vendor shall submit a complete and accurate list of the subconsultant(s) to the NJEDA before a request for final payment is made to the NJEDA. The Vendor and any subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State, refer to **Exhibit B**.

D. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 12A:10-1.2 et seq., N.J.A.C. 12A:10A-1.2 et seq., N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is

required to develop a set-aside plan for Small Businesses. The Vendor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Vendor fails to comply with the requirements of these provisions, the Authority may declare the Contract void.

E. Pursuant to N.J.S.A. 52:34-13.2, if the Contract is primarily for performing services, all services provided by the Vendor and all subcontractor services performed in connection with or as part of the Contract shall be performed within the United States.

F. The Vendor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys and drawings generated or produced in performance of the Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

G. The Authority and the Vendor, respectively, bind themselves, their partner(s), successors, assigns and legal representatives to the other party of the Contract and to the partner(s), successors, assigns and legal representatives of such other party with respect to all covenants of the Contract. Neither the Authority nor the Vendor shall assign, sublet, or transfer any interest in the Contract without the prior written consent of the other party.

H. Any notices required to be given under the Contract shall be mailed to:

New Jersey Economic Development Authority
P.O. Box 990
Trenton, New Jersey 08625-0990
Attn: Diane Wong – Director – Internal Process Management

and

A2Z Global, Incorporated
230 East Cuthbert Boulevard
Haddon Township, NJ 08108
Attn: Theodora Landgren - Director

I. To the extent that there is any conflict between the terms and conditions of the Vendor's Bid Quotation and the terms and conditions of this Price Agreement, the Authority's RFB or the Authority's written acceptance of a cost estimate for a particular Order, this Price Agreement, the RFB, the Vendor's Bid Quotation Pricing based on the number of words shall control.

J. In the event that any portion of the Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in the Contract, shall be in no way affected, prejudiced or disturbed thereby.

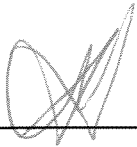
K. The Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Vendor and an authorized representative of the Authority.


L. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering the Contract and they fully intend for the Authority and Vendor to be legally bound.

This Price Agreement for Written Translation Services is entered into as of the day and year first written above.

ATTEST:

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

 9/26/14

By: 
Diane Wong
Director – Internal Process Management

ATTEST: A2Z GLOBAL, INCORPORATED



By: 
Theodora Landgren
Director

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (CCAU), EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(Trsry – REVISED 4-2010 / rels'd 12-2-2013)

ATTACHMENT A

SECTION V. HOUSING AND URBAN DEVELOPMENT (HUD) AND THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE PROVISIONS

In accordance with the requirements and regulations of the US Department of Housing and Urban Development (HUD) and the Community Development Block Grant (CDBG), by responding to this solicitation and / or accepting a purchase order for same these goods / services; the Bidder / Vendor hereby certifies that it, any of its subcontractors / subconsultants and / or joint venture partners Certification by Subrecipient's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

EXHIBIT B

Business Registration Notice:

All New Jersey and out-of-State business organizations must obtain a "Business Registration Certificate" ("BRC") from the Department of the Treasury - Division of Revenue, prior to the award of a contract the New Jersey Economic Development Authority ("Authority"). Proof of valid "Business Registration" of the successful bidder, joint venture partners and named subcontractors must be submitted to the Authority before a contract can be awarded. Failure to submit such "Business Registration Certificate(s)" may render the BID materially non-responsive. The "Business Registration" form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

Definitions:

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

"Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

"Business Registration" means a "Business Registration Certificate" issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

"Contracting Agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

Requirements Regarding Business Registration Form:

A contractor must have a valid "Business Registration Certificate" in order to be awarded a contract by the New Jersey Economic Development Authority.

All subcontractors shall provide a copy of its "Business Registration" to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid "Business Registration".

The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the Authority, a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the New Jersey Economic Development Authority before a request for final payment is made to the Authority.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State.