

STATE OF NEW JERSEY AGENCY PURCHASE ORDER				DOCUMENT		DATE	REQUISITION NUMBER	FY	
				TC	AGY	NUMBER	11/20/13	R	14
P O #: 7889546				PO	042	48757889546	VENDOR ID NUMBER		
				(DPA) DIRECT PURCHASE AUTHORIZATION			TOTAL AMOUNT		
CONTRACT NO	AGENCY REF	BUYER	TERMS						\$ 12850.00
	PMCNAIR		NONE						

VENDOR NAME AND ADDRESS

J E HANNON INC
T/A BIRD CONSTRUCTION
105 HARBOR INN ROAD
BAYVILLE NJ 08721

SHIP F.O.B. DESTINATION TO:

BUREAU OF PARKS
ISLAND BEACH STATE PARK (DEP)
ROUTE 35 SOUTH & SHORE RD
SEASIDE PARK NJ 08752 (424875/S033)

Direct Purchase or Special Procurement, Indicate Date Quotation Received → 11/20/13

CONTACT **GREG FLETCHER** (609) 704-1954

e 11/27/13

FAILED 12/18/2013

BILL TO:

DEPT OF ENVIRONMENTAL PROTECT
BUREAU OF PARKS
ISLAND BEACH STATE PARK (DEPE)
PO BOX 37
SEASIDE PARK NJ 08752 (424875/B024)

IMPORTANT: THIS PURCHASE ORDER CONTAINS PROMPT PAYMENT INFORMATION

VENDOR REFERENCE

BFY	FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
14	100	042	4875		378	V6YF	7110				A7571200
1											
2											
3											

RPT CT	AMOUNT
1	12850.00
2	
3	

INSTRUCTIONS TO VENDORS: ENCLOSE PACKING SLIP WITH SHIPMENTS. SUBMIT ALL BILLS ON ATTACHED STATE VOUCHER FORMS. IF PARTIAL BILLING SUBMIT BALANCE ON SEPARATE STATE VOUCHER FORMS. SHOW PURCHASE ORDER NUMBER ON ALL BILLS OF LADING. INVOICES AND CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE. N.J.S.A. 54:32B-1 ET SEQ. EXEMPTS NJ STATE AGENCIES FROM SALES OR USE TAXES. DO NOT INCLUDE THEM IN YOUR PRICE.

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 007WEEKS ARO COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...] ITEM DESCRIPTION: INSTALL 5 EACH-10" X 30' MOORING PILINGS	1.000	EACH	5250.00	\$ 5250.00
00002	COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...] ITEM DESCRIPTION: RESET 3 EACH-EXISTING PILINGS	1.000	EACH	1050.00	\$ 1050.00
00003	COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...] ITEM DESCRIPTION: INSTALL 1 EACH-DOUBLE HUNG CLAMP WITH BOLTS	1.000	EACH	1050.00	\$ 1050.00

AGENCY APPROVAL: This transaction is authorized by the Director, Division of Purchase and Property in accordance with the provision of Chap. 107 P.L. 1985 as amended. The Issuing Agency's Approval Officer's signature guarantees compliance with all provisions governing the authorization granted by the Director. Signature affixed to this document serves as certification that: 1) Items purchased under DPA authorization are not currently available under the provisions of a current State contract, nor from the State Distribution Center, nor from DEPTCOR (State Use Industries); 2) funds required and authorized for this purpose are available. Unauthorized use is subject to prosecution.

Pat McKow
Authorized Signature

Sup Proc Spec
Title

12/17/13
Date

VENDOR COPY

CONTINUATION SHEET

AGENCY PURCHASE ORDER

BUREAU OF PARKS
 ISLAND BEACH STATE PARK (DEPE)
 PO BOX 37
 SEASIDE PARK NJ 08752-0404

NUMBER : 7889546
 REQ NUMBER:
 VENDOR : J E HANNON INC

PAGE
 2

NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00004	COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...] ITEM DESCRIPTION: INSTALL 25 EACH-3" X 8" STRINGERS	1.000	EACH	5500.00	\$ 5500.00

E-MAILED TO ED 11/18/13

STATE OF NEW JERSEY Department of Environmental Protection AGENCY PURCHASE ORDER FOR TERM CONTRACT / DPA PURCHASES PO #: 	CONTRACT NO.	DATE	FY
		11/18/2013	14
	FEMA HURRICANE SANDY	TOTAL AMOUNT	

VENDOR INFORMATION NAME <u>Bird Construction</u> ADDRESS <u>105 Harbor Inn Road</u> <u>Bayville, NJ 08721</u> TELE. NO. <u>(732) 269-1333</u> VENDOR ID NUMBER XXXXXXXXXX	SHIP F.O.B. DESTINATION TO: <u>Island Beach State Park (S033)</u> <u>State Route 35 South</u> <u>Seaside Park, NJ 08752</u> DEP CONTACT PERSON <u>Greg Fletcher</u> TELEPHONE NO. <u>(609) 704-1954</u>
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NON-CONTRACT ONLY Delivery Terms: Weeks ARO _____ or Days ARO _____ Quote Date: <u>11/14/13</u>	BILL TO <u>Island Beach State Park (B024)</u> <u>PO Box 37</u> <u>Seaside Park, NJ 08752</u>
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LINE NO	FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CO	OBJECT CO	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1	100	042	4875		378	V47X	7110				A7571200
2											
3											

(*CONTRACT ONLY)

ITEM#	<u>01</u>	Comm. Code: <u>959-90</u>	* Line #: _____	* Discount: <u>N/A</u>	Unit/Measure: <u>Lot</u>
		Quantity: <u>1.00</u>	* List Price: <u>\$5,250.00</u>	Disc. Price: <u>N/A</u>	Amount: <u>\$5,250.00</u>
		Description: <u>Install 5 ea. 10"x30' Mooring Pilings</u>			
	<u>02</u>	Comm. Code: <u>959-90</u>	* Line #: _____	* Discount: <u>N/A</u>	Unit/Measure: <u>Lot</u>
		Quantity: <u>1.00</u>	* List Price: <u>\$1,050.00</u>	Disc. Price: <u>N/A</u>	Amount: <u>\$1,050.00</u>
		Description: <u>Reset 3 ea. Existing Pilings</u>			
	<u>03</u>	Comm. Code: <u>959-90</u>	* Line #: _____	* Discount: <u>N/A</u>	Unit/Measure: <u>Lot</u>
		Quantity: <u>1.00</u>	* List Price: <u>\$1,050.00</u>	Disc. Price: <u>N/A</u>	Amount: <u>\$1,050.00</u>
		Description: <u>Install 1 ea. Double hung Clamp with Bolts</u>			
	<u>04</u>	Comm. Code: <u>959-50</u>	* Line #: _____	* Discount: <u>N/A</u>	Unit/Measure: <u>Lot</u>
		Quantity: <u>1.00</u>	* List Price: <u>\$5,500.00</u>	Disc. Price: <u>N/A</u>	Amount: <u>\$5,500.00</u>
		Description: <u>Install 25 ea. 3"x8" Stringers</u>			
	<u>05</u>	Comm. Code: _____	* Line #: _____	* Discount: _____	Unit/Measure: _____
		Quantity: _____	* List Price: _____	Disc. Price: _____	Amount: _____
		Description: _____			

SPACY

STATE OF NEW JERSEY PAYMENT VOUCHER (VENDOR INVOICE)		DOCUMENT				BATCH				ACTG PER.	FY			
		TC	AGY	NUMBER		TC	AGY	NUMBER			14			
PV 042		PP START			SCHED PAY			CHK CAT	OFF LIAB	F A	PY TP	CK FL	(A) VENDOR ID NUMBER	
PO #: 7889546		MO	DY	YR	MO	DY	YR						223297606	00
CONTRACT NO	AGENCY REF	BUYER	(B) TERMS		PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)				(C) TOTAL AMOUNT					
	PMCNAIR		NONE						\$ 12850.00					

(D) PAYEE NAME AND ADDRESS				(E) SEND COMPLETED FORM TO:			
J E HANNON INC T/A BIRD CONSTRUCTION 105 HARBOR INN ROAD BAYVILLE NJ 08721				DEPT OF ENVIRONMENTAL PROTECT BUREAU OF PARKS ISLAND BEACH STATE PARK (DEPE) PO BOX 37 SEASIDE PARK NJ 08752 (424875/B024)			

(F) PAYEE DECLARATION

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

▶▶▶▶▶ PAYEE SIGNATURE

PAYEE TITLE BILLING DATE

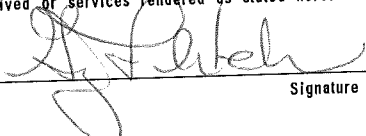
LINE NO	REFERENCE				LINE	(G) PAYEE REFERENCE
	CD	AGY	NUMBER			
1						INVOICE # 1198
2						
3						

BFY	FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
14	100	042	4875		378	V6YF	7110				A7571200
2											
3											

RPT CT	BS ACT	DESCRIPTION	DT	QUANTITY	AMOUNT	ID	PF
					12850.00		
1							
2							
3							

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 007WEEKS ARO COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...]	1.000	EACH	5250.00	\$ 5250.00
00002	ITEM DESCRIPTION: INSTALL 5 EACH-10" X 30' MOORING PILINGS COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...]	1.000	EACH	1050.00	\$ 1050.00
00003	ITEM DESCRIPTION: RESET 3 EACH-EXISTING PILINGS COMMODITY CODE: 959-90-000000 [WATERFRONT CONSTRUCTION SERVICES...]	1.000	EACH	1050.00	\$ 1050.00
	ITEM DESCRIPTION: INSTALL 1 EACH-DOUBLE HUNG CLAMP WITH BOLTS				

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.



Signature

Title

Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title

Date

CONTINUATION SHEET		INVOICE			
BUREAU OF PARKS ISLAND BEACH STATE PARK (DEPE) PO BOX 37 SEASIDE PARK NJ 08752-0404		NUMBER : 7889546 REQ NUMBER: VENDOR : J E HANNON INC			PAGE 2
NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00004	COMMODITY CODE: 959-90-00000 [WATERFRONT CONSTRUCTION SERVICES...] ITEM DESCRIPTION: INSTALL 25 EACH-3" X 8" STRINGERS	1.000	EACH	5500.00	\$ 5500.00

J. E. HANNON INC. T/A BIRD CONSTRUCTION
MARINE CONSTRUCTION
BULKHEADING ♦ PILE DRIVING ♦ DOCK BUILDERS ♦ DREDGING
105 HARBOR INN ROAD, BAYVILLE, NJ 08721
732-269-1333 FAX: 732-269-4747

BILL TO
State of NJ Office Resource Development 275 Freehold-Englishtown Road Englishtown, NJ 07726 RE: Island Beach Marina

DATE
5/28/14

INVOICE
1198

ITEM	DESCRIPTION	AMOUNT
Pile	install 5 - 10" x 30' mooring piles	5,250.00
Piles	Reset 3 existing piles	1,050.00
Clamps	Install 1 double hung clamp with bolts	1,050.00
Stringers	Install 25 - 3" x 8" stringers	5,500.00
Thank you!		
Total		\$12,850.00

From:

State of New Jersey Division of Purchase & Property

Information Sheet and Certification for Delegated Purchasing Authority Transactions

Company Information			
Company Name	J. E. Hannon Inc. T/A Bird Con		
Address	105 Harbor Inn Road		
City	Bayville	State	New Jersey Zip Code 08721
Country	United States	Contact Person	James Hannon
Phone	(732) 269-1333	Fax	[REDACTED]
Company Email	Jim@BirdConstructionCo.com		
FEIN/SSN	[REDACTED]	Quote or PO #	

The information provided above will be used to pre-populate information fields within the Delegated Purchasing Authority ("DPA") Transactions document packet for your convenience.

This certification will serve as your official signature for the following certifications presented within this document packet:

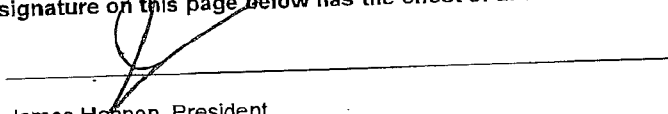
- Ownership Disclosure Form
- Disclosure of Investigations and Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran Form
- Source Disclosure Certification Form
- MacBride Principles Certification Form
- Vendor Certification and Political Contribution Disclosure Form
- Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- Affirmative Action Supplement Form
- Delegated Purchasing Authority Terms and Conditions

Please Note: For businesses not registered by the State of New Jersey, Division of Revenue, you MUST complete a Business Registration Certificate Application, which is located here <http://www.nj.gov/njbusiness/starting/>. You must have a valid Business Registration Certificate to be eligible to do business with the State of New Jersey.

You must also answer the questions on the following forms/certifications: Ownership Disclosure Form, Disclosure of Investigation and Actions Involving Bidder Form, Disclosure of Investment Activities in Iran Form, Source Disclosure Certification Form, MacBride Principles Certification Form, Vendor Certification and Political Contribution Disclosure Form, Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form and the Affirmative Action Supplement Form. These questions must be answered in full in order for you or your company to be eligible for award.

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 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 promptly 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.

I certify that the signature on this page below has the effect of and constitutes a signature on every page listed in this packet.

Signed By:  Current Date 10/3/13

Title: James Hannon, President

State of New Jersey
Division of Purchase & Property
Source Disclosure Certification Form

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the Delegated Purchasing Authority transaction issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	<u>J. E. Hannon Inc. T/A Bird Construction</u>
Description of Services	<u>General Contractor</u>
Performance Locations(s) by Country	<u>USA</u>
Reasons why services cannot be performed in US	<u></u>

Any changes to the information set forth in this Certification during the course of the transaction will be immediately reported by the Contractor to the Using Agency.

The Using Agency shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Using Agency that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to the DPA Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor with knowledge that the Division and Using Agency is relying upon the truth of the statements contained herein.

State of New Jersey
Division of Purchase & Property
Affirmative Action Supplement Form

Delegated Purchasing Authority Proposal Company Name J. E. Hannon Inc. T/A Bird Const Quote or PO #

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.

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

In conforming with the 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 documents:

- Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY – It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION – All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE: LAWS – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE: STATE LAWS – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE: CODES – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITIES – COPYRIGHT – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE – The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. Broad Form Comprehensive General Liability
 2. Products / Completed Operations
 3. Premises / Operations

State of New Jersey
Division of Purchase & Property
Delegated Purchasing Authority Terms and Conditions

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combines single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:
 - \$100,000 Bodily Injury, Each Occurrence
 - \$100,000 Disease Each Employee
 - \$500,000 Disease aggregate Limit

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER – The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

3.3 DELIVERY GUARANTEES – Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES - The State reserves the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS – The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT – All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS – Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State' Using Agency or designated purchaser.

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F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D TERMS – C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

5. CASH DEPOSITS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52-13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.