

STATE OF NEW JERSEY Department of Environmental Protection <b>AGENCY PURCHASE ORDER FOR                  TERM CONTRACT / DPA PURCHASES</b>  <div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 auto;"></div>	CONTRACT NO.	DATE	FY
		1/9/2015	13
	<b>SANDY</b>		TOTAL AMOUNT
		\$7,070.00	

**VENDOR INFORMATION**

NAME: VAN SANT EQUIPMENT CO

ADDRESS: 185 OBERLIN AV NORTH  
LAKEWOOD, NJ 08701

TELE. NO.: 732-363-5158

SHIP F.O.B. DESTINATION TO:

DEP-NATURAL & HISTORIC RESOURCES  
AIDS TO NAVIGATION  
302 MARINE RD  
FORKED RIVER, NJ 08731

DEP CONTACT PERSON: KARIN L GOODMAN

TELEPHONE NO.: (732) 255-0775

**NON-CONTRACT ONLY**

Delivery Terms: Weeks ARO \_\_\_\_\_ or Days ARO \_\_\_\_\_

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

AGENCY APPROVAL:   
AUTHORIZED SIGNATURE

MANAGER: \_\_\_\_\_ DATE: 1/13/15  
TITLE DATE

**BILL TO**

424895/B001

DEP-NATURAL & HISTORIC RESOURCES  
ENGINEERING & CONSTRUCTION  
1510 HOOPER AVE  
TOMS RIVER, NJ 08753

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	4NED		005	V6YF	4010				A75712000
2											
3											

(\* CONTRACT ONLY)

ITEM #	Comm. Code:	*Line #:	*Discount:	Unit/Measure:
1	545-25-000000			EACH
	Quantity: 1	*List Price: \$6,850.00	Disc. Price:	Amount: \$6,850.00
	Description: IMPACT TOOLS, HYDRAULIC POWERED -- 10hp KUBOTA DIESEL HYDRAULIC POWER UNIT			
2	962-86-000000			EACH
	Quantity: 1	*List Price: \$220.00	Disc. Price:	Amount: \$220.00
	Description: SHIPPING AND HANDLING			
	Comm. Code:	*Line #:	*Discount:	Unit/Measure:
	Quantity:	*List Price:	Disc. Price:	Amount:
	Description:			
	Comm. Code:	*Line #:	*Discount:	Unit/Measure:
	Quantity:	*List Price:	Disc. Price:	Amount:
	Description:			
	Comm. Code:	*Line #:	*Discount:	Unit/Measure:
	Quantity:	*List Price:	Disc. Price:	Amount:
	Description:			

**Affirmative Action Supplement**

<b>AFFIRMATIVE ACTION</b>	<b>Term Contract - Advertised Bid Proposal</b>
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	<b>Bid Number:</b> _____  <b>Bidder:</b> _____  _____

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency 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, 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 and Property  
Standard Forms Certification**

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

1. Ownership Disclosure Form
2. Disclosure of Investigations and Actions Involving Bidder Form

**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 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 has the effect of and constitutes a signature on every page.

**Company Name:** Van Sant \_\_\_\_\_

**Address:** 185 Oberlin Avenue North \_\_\_\_\_

Lakewood, N.J. 08701 \_\_\_\_\_

**FEIN/SSN:** 22-2282685 \_\_\_\_\_

*Bob Camarro*

Bob Camarro \_\_\_\_\_ **(Name)**

Sales \_\_\_\_\_ **(Title)**

\_\_\_\_\_ **(Date)**



Van Sant

VENDOR NAME

State of New Jersey  
TERMS AND CONDITIONS

VENDOR ID #

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this Agency Request for Proposal. Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **LAWS**—The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed, including but not limited to Anti-Discrimination Laws (N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38); The Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Corporate Authority (N.J.S.A. 14A:1-1 et seq.); Americans with Disabilities Act (42 U.S.C. §12101, et seq.); Set-Off for State Taxes and Child Support (N.J.S.A. 54:49-19, 20); Prompt Payment Act (N.J.S.A. 52:32-32 et seq.); and Compliance of Codes (New Jersey Uniform Construction Code (NJUCC), NEC70, B.O.C.A. Basic Building Code, OSHA and must be responsible for securing and paying for all necessary permits where applicable.
2. **STATE LAWS**—Any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the **STATE OF NEW JERSEY**.
3. **LIABILITY-COPYRIGHT**—The contractor shall hold, save and defend the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for 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.
4. **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, suits, actions, recoveries, judgement 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.
5. **INSURANCE**—The contractor shall secure and maintain in force for the term of the contract liability insurance 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/OperationsThe 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. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
  - c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:
    - \$100,000 Bodily Injury, Each Occurrence
    - \$100,000 Disease Each Employee
    - \$500,000 Disease Aggregate LimitThe insurance certificates effectuating these coverages must provide for thirty (30) day written notice to the attention of the Director, Division of Purchase and Property prior to cancellation. The bidder/contractor shall, upon the State's request, provide current certificates of insurance for all coverages and renewals thereof.
6. **PERFORMANCE GUARANTEE OF BIDDER**—The bidder certifies that:
  - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such

- b. parts are all in production and not likely to be discontinued; also, 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. For all equipment purchases, the bidder shall provide the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
  - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
  - e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.
  - f. All goods and services to be provided are warranted and fit the particular purpose for which the using agency solicits this quotation.
7. **BRAND NAME ALTERNATIVES**—Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
  8. **PRICE QUOTATIONS**—Insert prices for furnishing all or any portion of the goods or services described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
  9. **TAX CHARGES**—The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes, and they must not be included in the proposal price or invoice. The State's Excise Tax Exemption number is 22-75-0050K.
  10. **PAYMENT**—Payments will only be made against State payment vouchers. All goods and services are to be billed at the prices quoted. The State payment voucher must be submitted with original Bill of Lading, express receipt and other related papers.
  11. **CASH DISCOUNTS**—Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid.
    - a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
    - b. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
  12. **STANDARDS PROHIBITING CONFLICTS OF INTEREST**—All contracts or purchase agreements made with the State of New Jersey must comply with N.J.S.A. 52:13D-12 et seq., concerning standards prohibiting conflicts of interest on the part of public officials, and Executive Order No. 189(1988) relating to the solicitation and/or payment of any fee, commission, compensation, gift, gratuity or other thing of value by a vendor to a public official to secure favored treatment. The provisions of N.J.S.A. 52:13D-12 et seq. and Executive Order No. 189(1988) will be included on the purchase order issued to the award-winning vendor.

Bob Camano

Rev. 9/00

SIGNATURE

DATE