

New Jersey Sports & Exposition Authority
50 State Route 120
East Rutherford NJ 07073

Purchase Order	
Purchase Order No.	PO009250
Date	4/14/2025

Vendor:

ROUTE 23 AUTOMALL, LLC
1301 ROUTE 23
BUTLER NJ 07405

Ship To:

*Address listed with item below.

Contract Number:

^ Changed Since the Previous Revision

Shipping Method		Payment Terms		Confirm With			Page	
		NET 30					1	
L/N	Item Number	Description		Req. Date	U/M	Ordered	Unit Price	Ext. Price
Project Number		Cost Category ID	Billing Note					
Shipping Method		Reference Number		FOB				
1	PURCHASE ORDER	Purchase of 2026 F-750 Diesel SuperCab		4/10/2025	each	1.00	\$340,640.00	\$340,640.00
00-000-999997-543								
		PURCHASE ORDER		None				
From Req/Line: 7653/1 Dept: OPS - Operations								
Purchase of 2026 F-750 Diesel SuperCab Base (X7D)								
as per attached Quote ID: NJSEA26MY dated								
Deliver To:		Sports Complex 50 State Route 120 East Rutherford NJ 07073						

Subtotal	\$340,640.00
Trade Discount	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$340,640.00

Authorized Signature

Prepared for: Mr. Tom Guthrie, Site Operations, NJSEA

One DeKorte Plaza

Lyndhurst, NJ 07071

Office: 201-460-1700

Email: tguthrie@njsea.com

2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615

Client Proposal

Prepared by:

Dave Armiger

Office: 973-838-0800X122

Email: darmiger@23automall.com

Quote ID: NJSEA26MY

Date: 12/05/2024

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Table of Contents

Description	Page
Cover Page	1
Table of Contents	2
Selected Equip & Specs	3
Warranty	14
As Configured Vehicle	15
Pricing Summary - Single Vehicle	25

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs

Dimensions

• GCWR: 50,000 lbs. • Front brake diameter: 15.0" • **Rear brake diameter: 16.5"** • Driver distance from axle: 54.4" • **Vehicle body length: 359.0"** • Vehicle body width: 96.7" • **Vehicle body height: 95.3"** • **Wheelbase: 239.0"** • **Turning radius (to curb): 31.3'** • Front track: 83.8" • Rear track: 72.6" • **Cab to axle: 144.0"** • Rear tire outside width: 96.0" • **Axle to end of frame: 81.0"** • **Frame section modulus: 17.0 cu.in.** • **Frame yield strength (psi): 120000.0** • Frame rail depth: 10.3" • **Frame rail width: 3.6"** • Frame rail thickness: .4" • Frame rail section: 9.5" • Front bumper to front axle: 39.0" • Headroom first-row: 40.7" • Headroom second-row: 38.1" • Leg room first-row: 41.4" • Leg room second-row: 31.6" • Shoulder room first-row: 68.0" • Shoulder room second-row: 68.1" • Hip room first-row: 67.6" • Hip room second-row: 67.3"

Powertrain

• Compression ignition system • **6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP** • Engine cylinders: V-8 • **Horsepower: 330 HP@2600 RPM** • **Torque: 850 lb.-ft.@1500 RPM** • Radiator • Engine retarder system • Auxiliary power take-off • Fuel/water separator • RNDM shift indicator • 75 mph speed limiter • TorqShift 10-speed automatic • Rear-wheel drive • Recommended fuel: diesel • Low-speed ABS traction control • **Driver controlled locking rear differential**

Fuel Economy and Emissions

• Federal emissions

Suspension and Handling

• Standard ride suspension • Standard grade front shock absorbers • **Standard grade rear shock absorbers**

Driveability

• **Air brake system** • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Rigid axle front suspension • Leaf spring front suspension • Tapered leaf front suspension • Rigid axle rear suspension • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Side assist steps • 4 doors • Clearcoat paint • Monotone paint • Black side window trim • Black door handles • Black windshield trim • **Chrome front bumper** • 2 front tow hooks • Straight front bumper ends • **Black grille with chrome surround** • Hood mounted grille • Convex spotter in driver and passenger side door mirrors • **Video-feed rearview mirror** • Trailer style side mirrors • **Chrome door mirrors** • Reverse opening left rear passenger door • Reverse opening right rear passenger door • **Metric measure truck 295/75R22.5 AS BSW front tires and english measure truck 279/82R22.5 AS BSW rear tires** • 22.5 x 8.25-inch front and dual rear wheels • **Black front wheels** • Steel front wheels • **Black rear wheels** • Steel rear wheels • Disc rear wheel

Convenience

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA
Prepared by: Dave Armiger
12/05/2024



NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

* Power door locks with 2 stage unlocking * Keyfob activated door locks * Auto-locking doors • Cruise control with steering wheel mounted controls * Power first-row windows • Driver foot rest • Fixed rear windshield • Front beverage holders • Standard glove box • 2 beverage holders * Driver and passenger door bins • Dashboard storage • Trip computer • Upfitter switches * Single air horn • Steering column lever gearshift location

Comfort

• Manual climate control • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

* Seating capacity: 6 * Front seat center armrest * Front seat armrest storage * 40-20-40 bench front seat • Folding driver seat back * Mid driver seat back • 4 driver seats way-direction • Manual fore/aft * 40-20-40 benchfront seat * Folding passenger seat back * Mid passenger seat back * 4 passenger seats way-direction • Manual fore/aft • Fixed rear seats • Split-bench rear seat • Vinyl front seat upholstery

Entertainment Features

• AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • Auxiliary input jack • External memory control • Standard grade speakers • Speakers number: 2 • Steering wheel mounted audio controls • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge * Voltmeter • Oil temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Diesel exhaust fluid (def) gauge * Primary air pressure gauge • Light tinted windows • Reflector headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Speed sensitive wipers * Illuminated entry * Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Delay interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • 4G LTE Embedded Modem mobile hotspot internet access • 1 USB port

Safety and Security

• Front height adjustable seatbelts • Vehicle tracker * Remote panic alarm * Rear mounted camera • Electronic stability control system

Dimensions

General Weights

* Curb weight	11,910 lbs.	* Rear curb weight	4,392 lbs.
Front GAWR	14000 lbs.	Rear GAWR	23000 lbs.

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

GVWR	37000 lbs.	GCWR	50000 lbs.
<i>Trailer Weight</i>			
GCWR	50,000 lbs.		
<i>Weights</i>			
Maximum GVWR	37,000 lbs.	* Max RBM (in.-lbs.)	2,037,600 max RBM (in.-lbs.)
Nominal RBM (in.-lbs.)	1,211,200 nominal RBM (in.-lbs.)		
<i>Front Weights</i>			
* Front curb weight	7,518 lbs.	* Axle capacity front	14,000 lbs.
* Spring rating front	14,000 lbs.	* Tire/wheel capacity front	14,320 lbs.
<i>Rear Weights</i>			
* Axle capacity rear	23,000 lbs.	* Spring rating rear	31,000 lbs.
* Tire/wheel capacity rear	24,020 lbs.		
<i>Exterior Measurements</i>			
* Vehicle body length	359.0"	Vehicle body width	96.7"
* Vehicle body height	95.3"	* Wheelbase	239.0"
Front brake diameter	15.0"	Front frame height loaded	35.2"
* Rear brake diameter	16.5"	* Front frame height unloaded	37.5"
* Rear frame height loaded	37.1"	* Rear frame height unloaded	38.3"
* Turning radius (to bumper)	32.9'	* Width - mirrors folded	89.7"
* Width - mirrors extended	116.1"	Front track	83.8"
Rear track	72.6"	Driver distance from axle	54.4"
* Turning radius (to curb)	31.3'	* Cab to axle	144.0"
Rear tire outside width	96.0"	* Axle to end of frame	81.0"
* Frame section modulus	17.0 cu.in.	* Frame yield strength (psi)	120000.0
Frame rail depth	10.3"	* Frame rail width	3.6"
Frame rail thickness	.4"	Frame rail section	9.5"
Front bumper to front axle	39.0"		
<i>Headroom</i>			
Headroom first-row	40.7"	Headroom second-row	38.1"
<i>Legroom</i>			
Leg room first-row	41.4"	Leg room second-row	31.6"
<i>Shoulder Room</i>			
Shoulder room first-row	68.0"	Shoulder room second-row	68.1"

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)*Hip Room*

Hip room first-row	67.6"	Hip room second-row	67.3"
--------------------	-------	---------------------	-------

Powertrain*Engine*

* Engine 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP	Valves per cylinder	4	
Engine cylinders	V-8	Engine location	Front mounted engine
Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	6.7L	cc	405.9 cu.in.
Bore	3.9"	Stroke	4.25"
Compression ratio	16.2	* Governed RPM	3400 RPM
* Compressor capacity	13.20 cu.ft. cfm	* Air dryer	Air dryer
* Air system moisture ejector type	Manual air system moisture ejector		

Engine Power

* Horsepower	330 HP@2600 RPM	* Torque	850 lb.-ft.@1500 RPM
---------------------	------------------------	-----------------	-----------------------------

Alternator

Alternator amps	195A	Alternator type	Heavy-duty alternator
-----------------	------	-----------------	-----------------------

Battery

Battery type	Dual lead acid battery	* Battery rating	1800CCA
Battery step	Battery step	Battery location	Battery location forward right
Battery run down protection	Battery run down protection		

Engine Extras

Radiator	Radiator	Fuel/water separator	Fuel/water separator
Auxiliary power take-off	Auxiliary power take-off	Engine retarder	Engine retarder system
Shift indicator	RNDM shift indicator		

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Speed limiter	75 mph speed limiter	Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission	First gear ratio	4.615
Second gear ratio	2.919	Third gear ratio	2.132

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

Fourth gear ratio	1.773	Fifth gear ratio	1.519
Sixth gear ratio	1.277	Reverse gear ratio	4.695
Seventh gear ratio	1	Eighth gear ratio	0.851
Ninth gear ratio	0.687	Tenth gear ratio	0.632
Stall ratio	1.97	Selectable mode transmission	Tow/Haul Mode
		selectable mode transmission	
Sequential shift control	Sequential shift control	Transmission oil cooler	Transmission oil cooler
PTO transmission provision	PTO transmission provision		
Drive Type			
Drive type	Rear-wheel drive		
Drivetrain			
* Axle ratio	6.14	Axle speed	Single axle speed
Exhaust			
Tailpipe	Aluminized steel single exhaust	Additional muffler type	horizontal
Additional muffler location	right	Additional tailpipe type	horizontal
Additional tailpipe location	right		
Fuel			
Fuel type	diesel		
Fuel Tank			
Front left fuel tank shape	rectangular	Front left fuel tank capacity	65.01 US gallons
DEF capacity	8.00 gal.		
Drive Feature			
Traction control	Low-speed ABS traction control	* Differential	Driver controlled locking rear differential

Fuel Economy and Emissions

Emissions	
Emissions	Federal emissions

Suspension and Handling

Suspension			
Suspension	Standard ride suspension	Front shock absorbers	Standard grade front shock absorbers
* Rear shock absorbers	Standard grade rear shock absorbers		

Driveability

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)*Brakes*

* Brake type	Air brake system	ABS brakes	Four channel ABS brakes
ABS brakes	4-wheel antilock (ABS) brakes		

Front Suspension

Suspension ride type front	Rigid axle front suspension	Suspension type front	Leaf spring front suspension
----------------------------	-----------------------------	-----------------------	------------------------------

Front Spring

Regular front springs	Regular front springs	Springs front	Tapered leaf front suspension
-----------------------	-----------------------	---------------	-------------------------------

Rear Spring

Springs rear	Multi-leaf rear suspension	Rear springs	Regular grade rear springs
--------------	----------------------------	--------------	----------------------------

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
----------------------	-----------------------------	---------------------------	----------------------------

Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior*Front Wheels*

Front wheels diameter	22.5"	Front wheels width	8.3"
-----------------------	-------	--------------------	------

Rear Wheels

Rear wheels diameter	22.5"	Rear wheels width	8.3"
----------------------	-------	-------------------	------

Front And Rear Wheels

Appearance	none
------------	------

Front Tires

* Aspect	75	Diameter	22.5"
Sidewalls	BSW	Tread	AS
* Type	metric measure truck tire	* Width	295mm
* Front wheel - RPM	514		

Rear Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
* Rear wheel - RPM	494		

Body Exterior

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)*Exterior Features*

Number of doors	4 doors	Side steps	Side assist steps
Front splash guards	Front splash guards		

Frame

Clean CA frame	Clean CA frame
----------------	----------------

Body

Body panels	Composite and galvanized steel body panels
-------------	--

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	* Video rearview mirror	Video-feed rearview mirror
----------------	--	-------------------------	----------------------------

Tires

Front tires LT load rating	H	Rear tires LT load rating	H
----------------------------	---	---------------------------	---

Wheels

Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

Convenience*Door Locks*

* Door locks unlocking	Power door locks with 2 stage	* Keyfob door locks	Keyfob activated door locks
* Auto door locks	Auto-locking doors		

Cruise Control

Cruise control mounted controls	Cruise control with steering wheel mounted controls
---------------------------------	---

Exterior Mirrors

* Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors side door mirrors	Heated driver and passenger		

Front Side Windows

* First-row windows	Power first-row windows
---------------------	-------------------------

Overhead Console

* Overhead console	Mini overhead console	* Overhead console storage storage	Overhead console storage
--------------------	-----------------------	------------------------------------	--------------------------

Passenger Visor

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

Visor passenger mirror	Passenger visor mirror		
<i>Power Outlets</i>			
12V power outlets	2 12V power outlets	* 120V AC power outlets	1 120V AC power outlet
<i>Pedals</i>			
Driver foot rest	Driver foot rest		
<i>Rear Windshield</i>			
Rear windshield	Fixed rear windshield		
<i>Storage</i>			
* Door bins front	Driver and passenger door bins	Number of beverage holders	2 beverage holders
Beverage holders	Front beverage holders	Glove box	Standard glove box
Dashboard storage	Dashboard storage		
<i>Windows Feature</i>			
* One-touch up window	Driver and passenger one-touch up windows	* One-touch down window	Driver and passenger one-touch down windows
<i>Windows Rear Side</i>			
Second-row windows	Fixed second-row windows		
<i>Miscellaneous</i>			
Trip computer	Trip computer	Gearshift location	Steering column lever gearshift location
Upfitter switches	Upfitter switches	* Horn	Single air horn
<i>Comfort</i>			
<i>Climate Control</i>			
Climate control	Manual climate control		
<i>Headliner</i>			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
<i>Floor Trim</i>			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
<i>Second-Row Seat Trim</i>			
Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
<i>Steering Wheel</i>			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

* Seating capacity 6

Front Seats

* Front seat type	40-20-40 bench front seat	* Front seat type	40-20-40 benchfront seat
Driver seat back	Folding driver seat back	* Driver seat back type	Mid driver seat back
Driver seats way-direction	4 driver seats way-direction	Driver seat fore/aft	Manual fore/aft
* Passenger seat back	Folding passenger seat back	* Passenger seat back type	Mid passenger seat back
* Passenger seats way-direction	4 passenger seats way-direction	Passenger seat fore/aft	Manual fore/aft
* Armrests front center	Front seat center armrest	* Armrests front storage	Front seat armrest storage

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion		

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Carpet front seatback upholstery
-----------------------	-----------------------------	---------------------------	----------------------------------

Interior Accents

* Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack	Auxiliary input jack	External memory	External memory control
Seek scan	Seek scan		

Speakers

Speakers	Standard grade speakers	Speakers number	2
----------	-------------------------	-----------------	---

Audio Features

Steering mounted audio control	Steering wheel	Wireless streaming	Wireless audio streaming
mounted audio controls			

Lighting, Visibility and Instrumentation

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)*Instrumentation*

Trip odometer	Trip odometer	Instrumentation display display	Analog instrumentation
---------------	---------------	---------------------------------	------------------------

Instrumentation Displays

Driver information center	Driver information center	Clock	In-radio display clock
---------------------------	---------------------------	-------	------------------------

Instrumentation Gauges

Tachometer	Tachometer	* Primary air pressure gauge gauge	Primary air pressure gauge
Oil pressure gauge	Oil pressure gauge	Oil temperature gauge	Oil temperature gauge
Transmission temperature gauge	Transmission fluid temperature gauge	* Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Engine hour meter	Engine hour meter
DEF fluid gauge	Diesel exhaust fluid (def) gauge		

Instrumentation Warnings

Oil pressure warning	Oil pressure warning	Low fuel warning	Low fuel warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Service interval warning	Service interval indicator
Transmission fluid temperature warning	Transmission fluid temp warning	Low diesel exhaust fluid (DEF) warning	Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows	Light tinted windows
----------------	----------------------

Headlights

Headlights	Halogen headlights	Headlight type	Reflector headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
--------	---	------------------------	------------------------

Interior Lighting

* Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
* Front reading lights	Front reading lights		

Lights

Running lights	Daytime running lights	Interior courtesy lights	Delay interior courtesy lights
Clearance lights	Cab clearance lights		

Technology and Telematics

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Selected Equip & Specs (cont'd)

Connectivity

Handsfree connectivity Bluetooth handsfree wireless device

Internet Access

Internet access hotspot internet access 4G LTE Embedded Modem mobile

USB Ports

USB ports 1 USB port

Safety and Security

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Security System

* Remote panic alarm Remote panic alarm Vehicle tracker Vehicle tracker

Cameras

* Rear camera Rear mounted camera

Traction Control

Electronic stability control system Electronic stability control

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA
Prepared by: Dave Armiger
12/05/2024



NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Warranty

Standard Warranty

<i>Basic Warranty</i>	
Basic warranty	24 months/unlimited
<i>Powertrain Warranty</i>	
Powertrain warranty	24 months/unlimited
<i>Corrosion Perforation</i>	
Corrosion perforation warranty	36 months/unlimited
<i>Roadside Assistance Warranty</i>	
Roadside warranty	24 months/unlimited
<i>Diesel Engine Warranty</i>	
Diesel engine warranty	60 months/250,000 miles
<i>Transmission Warranty</i>	
Transmission warranty	60 months/250,000 miles
<i>Frame Rail Warranty</i>	
Frame Rail Warranty	60 months/unlimited

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA
Prepared by: Dave Armiger
12/05/2024



NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X7D	Base Vehicle Price (X7D)	\$90,170.00
Engines		
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM Torque: 850 ft.lbs. @ 1500 rpm. <i>850 lb.-ft. torque @ 1500 RPM.</i>	\$3,495.00
425	50-State Emissions	N/C
98R	Active Regen Control <i>Allows Driver to Inhibit Automatic Regen until Regen can be performed in a Safe location.</i>	\$205.00
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
649	Wheels, Front 22.5" x 8.25" Black Wheel <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	\$60.00
TRA	Tires, Front Two 295/75R22.5H Continental HSR3 (514 rev/mile)	\$130.00
Rear Wheels & Tires		
669	Wheels, Rear 22.5" x 8.25" Black Wheel <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	\$120.00
RMB	Tires, Rear Four 11R22.5H Michelin X Multi D (494 rev/mile)	\$405.00
Brakes		
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	\$2,530.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.</i>	
	<i>Includes:</i>	
	<i>- Air Dryer, Bendix AD/IS w/Heater</i>	
	<i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	
98C	Final Upfit Center of Gravity - Medium CG (48" to 58" FINAL Center of Gravity)	N/C
	<i>With MY23 having Electronic Stability Control Standard. When air brakes are selected, the "final upfit center of gravity (CG)" must be selected by dealer when ordering. If the final CG is not known, use the ESC delete (18A) feature. Where the final upfit CG is known, and the unit requires ESC for other features (such as Driver Assist Technology) select the appropriate CG value range when ordering air brake during the specing process. Call TRKLINE (877-875-5463) with any questions.</i>	
62D	Air Dryer, Bendix AD/IS w/Heater	Included
	<i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	
Front Axle and Suspension		
43D	14,000 lb. Cap. Non-Driving - Dana	\$1,280.00
61F	Taper-Leaf Springs, Parabolic - 14,000 lb. Cap	\$425.00
	<i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	
Rear Axle and Suspension		
47P	23,000 lb. Single Reduction - Locking - Dana / Spicer S23-172D	\$2,100.00
	<i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	
68T	Multi-Leaf Springs - 31,000 lb. Cap	\$490.00
	<i>For 23,000 lb. and 26,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.</i>	
961	Shock Absorbers, Rear - Double Acting	\$165.00
X6A	6.14 Axle Ratio	N/C
Wheelbase		
239WB	239" Wheelbase/144" CA/81" AF/359" OAL	\$580.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024



NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
Frame		
538	Single Channel - Straight 'C' 16.98 SM, 120,000 PSI <i>2,037,600 RBM. Heat treated alloy steel; 10.250" x 3.610" x 0.375" (260.4mm x 91.66mm x 9.5mm).</i>	\$650.00
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	Included
86C	Chrome Grille Surround	Included
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$60.00
86M	Upfitter Interface Module	\$320.00
16V	Voltmeter <i>Available in message center.</i>	\$100.00
Seats		
88Y	40/20/40 Fixed Driver & Fixed Passenger w/Unique 20% Fold-Down Console - Vinyl	\$420.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
87B	60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion <i>Trim will match selected driver seat material.</i>	Included
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25. - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls - Body Builder Wiring - At Back of Cab, Combined Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.	N/C
61M	Rear View Camera w/Mirror Display <i>Rear view mirror video with full length display included in kit. To be installed by Uplifter.</i>	\$560.00
90A	Appearance Group <i>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.</i> <i>Includes:</i> - Chrome Trimmed Air Registers w/Positive Shut-Off - 60/40 Rear Bench Seat w/Bolster and Flip-Up Cushion Trim will match selected driver seat material. - Power Equipment Group - (Included in (90A) Appearance Group) Includes power front side windows, manual rear side windows, power door locks and door trim panel. - Remote Keyless Entry	\$910.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, manual rear side windows, power door locks and door trim panel.</i> <i>Includes:</i> - Remote Keyless Entry	Included
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405

**2026 F-750 Diesel SuperCab Base (X7D)**

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD

Cab Exterior

90E	Exterior Appearance Group <i>Includes:</i> - Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group) - Chromed Fender Badge - Chrome Grille Surround	\$730.00
59A	Horn, Air - Black, Single Trumpet <i>Air solenoid operated, chassis mounted on rail back of bumper.</i>	\$90.00
54A	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width w/Chrome Cap <i>Integral spot mirror, sail type.</i>	\$245.00

Ship-Thru

21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31T) or (31S) or (31Y) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
314	Ship-Thru - Manning MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with Manning (please use CVT Resources for add. Info).	N/C

Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
-------	--	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

Interior Color

E_01	Gray	N/C
------	------	-----

Upfit Options

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
NJSEA2	VST6000	\$236,395.00



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Versalift Model VST-6000-MHI insulated, end-mounted 60 ft. material handling telescopic/articulating aerial platform lift with a 65 ft. working height (based on a 36 in. frame height), for mounting on a Ford F-750 chassis, including the following items: Aerial pedestal mounted at forward the rear axle area Continuous rotation Platform mounted "UNITROL" single stick control Engine start stop at platform and lower controls Two speed throttle at upper and lower controls for proper aerial operations and hydraulic tool operations and at the outrigger controls Full-pressure turret-mounted lower controls, including override. 7.5 GPM Open-Center Hydraulic System Upper control area hydraulic tool power with HTMA type couplers with dust caps, flow rate to be 7.5 GPM and 2000PSI maximum pressure setting. Multi-link hose carrier system throughout booms. Non-lube bearings used throughout. Pedestal mounted 25 gallon hydraulic oil reservoir with dual sight gauges. Platform tilt at upper and lower controls with clear defined labeling for operational use for rescue or cleanout. Lower boom rest located as required for road travel. Automatic boom latch with rubber saddle to secure boom for road travel Prime painted Metal parts of the aerial are to be finish paint to be painted WHITE. Fiberglass section, bucket and related covers are to be OEM white finish. Qty. (2) operator's manuals and Qty. (2) service manuals Qty. 4 – 2 Sets of hydraulically powered outriggers with controls at rear for aerial stability and compliance to ANSI A92.2-2021 requirements. Front outriggers to be "A" frame type and rear are to be modified "A" frame type. Full length structural subframe for mounting outriggers and the aerial unit to the truck frame. Front outriggers are to be mounted between back of cab and front of the utility body bulkhead. VERSALIFT EAST Page 2 of 8 PROPOSAL NUMBER Q-8863-1 Rear outriggers to mount aft the rear body compartments. Outrigger alarm for audible operational alert to ground personnel when outriggers are in use. Outrigger not stowed lights on truck dash board area – Qty. 4 lights indicating outriggers are fully stowed Complete testing to conform or exceed ANSI A92.2-2021 or OSHA requirements Inclinometers for compliance to ANSI requirements. Emergency 12V DC hydraulic system powered by truck engine battery for use with VST Series unit. Includes activation at upper, lower controls above rotation and at the rear of the truck adjacent the outrigger controls. Rated and tested for Category "C", 46 KV and below, per ANSI A92.2-2021. Closed fiberglass platform with one (1) curbside step (in end hung position) for Unitrol single lever controls, features as follows: 24" x 48" x 42" deep 700lb gross capacity, 650lb net after liner is installed 180 degree hydraulic platform rotator with control at upper controls Provide bucket to be stored on the side of the upper boom for road travel. Qty. 2 – bucket rest donuts under 24x48 fiberglass platform. Store the platform over the tailshelf Basket liner rated to 50KV for a 24" x 48" x 42" closed one-man basket. PTI hard plastic basket cover for a 24" x 48" one-man basket. Qty. 2 - Safety harness with shock absorbing lanyard to be provided. Platform tilt hydraulic control to be provided at upper and lower control stations. Hydraulic powered jib-winch assembly to be top mounted as follows: Hydraulic jib tilt. Hydraulic extension. 4" Square fiberglass jib pole. Maximum 1,000lb capacity. Jib-winch assembly to be removable. Winch rope to be minimum 70 feet of 7/16" diameter synthetic type winch rope with Crosby or approved equivalent winch hook for compliance to requirements. Controls to be provided at upper and lower control stations for the winch use. Hydraulic pump driven by transmission driven PTO for installation on a Ford automatic transmission. PTO interlock system to provide that park brake is to be set before PTO will engage. Tellus T-22 hydraulic oil for hydraulic reservoir. Versalift electrical integration into truck chassis systems operation. The system features a color-coded wiring harness with environmentally sealed connectors and a logic relay system with an integrated diagnostic circuit. Includes console with	

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
	illuminated rocker switches for feature activation. Note: Level Indicators for compliance to ANSI requirements. Operator advisement decals for insulated Versalift aerial tower. VERSALIFT EAST Page 3 of 8 PROPOSAL NUMBER Q-8863-1 Warranty on aerial unit: 1 year labor and travel time Structural per customer specification for items defined in the customer spec – "The Lifetime of the unit under NJSEA ownership." Note: It is understood wear items are not covered along with fiberglass buckets that are damaged and bucket covers. SECTION #2 - UTILITY BODY AND RELATED ITEMS: 156" galvanneal aerial line body for use on unit with VST-6000MHI Series aerial tower and Ford F-750 regular cab-chassis, included as standard the following: 156" length 18" deep compartments 48" tall vertical compartments 94" wide outer width Double panel doors Gas prop stops on all the vertical body doors holding the door at a 90 degree open position Horizontal doors to have adjustable chain stops to hold door at horizontal position. Eight vertical and two horizontal compartments Lock bar system for securing outside doors from a single point Provide pads locks for this application, Qty. 2. Paddle handle type - Stainless steel single pin rotary striker type door latches on all doors, stainless steel type Rubber fender crowns on wheel opening 2 x 6 – Composite wood tailboard at end of body compartments in load area – locate to allow bucket storage and provide adequate material retention in load area Minimum 3/16" treadplate body floor Treadplate on compartment tops HD channel floor understructure Treadplate steel floor Undercoated for installed body and related items Automotive type door seals Qty. 4 – wheel chock holders in both sides wheel panels. STREETSIDE: #1 vertical compartment – two adjustable shelves with adjustable dividers. #2 vertical compartment – two adjustable shelves with adjustable dividers. #3 vertical compartment – two adjustable shelves with adjustable dividers. #4 horizontal compartment – one removable midpoint shelf with adjustable dividers. #5 vertical compartment – swivel hook cluster in a 1– 3 -1 pattern mounted at top of the compartment. VERSALIFT EAST Page 4 of 8 PROPOSAL NUMBER Q-8863-1 Hot stick – long tool storage compartment on streetside top running full length with drop down door at rear for access. CURBSIDE: #1 vertical compartment – two adjustable shelves with adjustable dividers. #2 vertical compartment – cargo area access steps with grip strut treads and side assist handles for ease of climbing – Provide rubber hung gripstrut step to minimize the stepping distance from the ground to the first fixed step. #3 vertical compartment – two adjustable shelves with adjustable dividers. #4 horizontal compartment – one removable midpoint shelf with adjustable dividers. #5 vertical compartment – swivel hook cluster in a 1– 3 -1 pattern mounted at top of the compartment. Tailshelf - 48" deep x 6" tall x width of the unit utility body – tailshelf with 36" wide thru tunnel drop down latching locking doors each end, 9-Lamp module and side skirts. Cable hung grip strut rear at right side of unit, 24" wide and offset for viewing when climbing from tailshelf onto the step. Provide grab rails for safe climbing. Full width ICC bumper for compliance to all regulations. Towing package as follows: Combination ball pintle with rear mounted Class IV hitch Mounting plate with bracing and safety chain anchors. Provide electric brake controller 7 way trailer socket.	

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Operational and tested Furnish and install rear wheel mud flaps. Qty. 4 – Checkers 1400-4.5 wheel chocks. Qty. 4 – Dica D2424 UHMD outrigger pads, 24" x 24" x 1". Qty. 4 - Outrigger pad holders for the Dica D2424 pads, mounted adjacent to each outrigger. Back up warning device. LED type FMVSS-108 9-light package with all lights grommet mounted and LED type, Back up lights to be LED and LED marker lamps for the entire body. D.O.T reflector kit DOT Standard #125, location to be determined at the customer visit to review the unit. VERSALIFT EAST Page 5 of 8 PROPOSAL NUMBER Q-8863-1 LED rope lights around complete door opening perimeter for interior lighting in each body compartments. Provide control switch in truck cab to activate these lights. Install Dimensions 3000 watt inverter with Qty. 2 - Group 31 AGM type batteries including battery box, provide remote on/off switch in truck cab for operation. Provide recharging from OEM alternator to replenish the batteries. Mount inverter in right front body compartment on a separate shelf at the top with vents on rear wall for proper ventilation. Qty. 4 – 110VAC GFI protected outlets – Qty. 2 - one at each front corner of the utility body and Qty. 2 – one each under the tailshelf one each side. Powder coating applied to the utility body for finish to match truck cab color. Painting of installed items as required for proper fit and finish. Ziebart rustproofing applied to complete utility body doors and applicable areas along with complete Ziebart applied undercoating for all installed components for corrosion protection. Linex applied to the truck body as follows: Full body floor Tailshelf deck Cargo side walls on both sides Forward bulkhead front and back Both body tops. Rear frame area. Qty. 2 - 10lb fire extinguisher and properly sized bracket, mounting location to be determined. Qty. 1 – Go Light mounted to cab roof, location to be determined. Supply and install - amber LED fat panel strobes, to be as follows: Left and right side over rear axle area on wheel panels Left and right side of utility body rear facing on tailshelf rear panel Left and right side in truck chassis grille area Left and right side over front wheels area Provide one switch to power these lights Supply and install - Qty. 4 amber LED 360 strobes located as follows: Two at rear of the utility body tops. Two on truck cab roof. Provide black outs on top of each strobe light. Provide proper wiring and switches, circuit protection in truck cab to activate the amber safety lights. Qty. 4 – Betts swivel LED work lights – location to be determined at in process review of the truck. VERSALIFT EAST Page 6 of 8 PROPOSAL NUMBER Q-8863-1 All electrical wiring and cables to be run in CLEAR protective conduit/loom along with proper junction boxes and sealing to provide proper and complete workmanship for electrical system. Rosco back up camera with 7" monitor in cab and Rosco back up sensors integral to camera system. Shield as required protecting from hydraulic oil spray. QTY. 2 - Provide as required grab handle at the right side Rear cargo area for three point climbing up/down.	

SUBTOTAL	\$342,825.00
Fuel Charge (12)	\$0.00
Destination Charge	\$2,495.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$345,320.00

Prepared for: Mr. Tom Guthrie

Site Operations, NJSEA

Prepared by: Dave Armiger

12/05/2024

NJ STATE CONTRACT | CONTRACT 17-FLEET-00241 Butler New Jersey | 07405



2026 F-750 Diesel SuperCab Base (X7D)

Price Level: 615 | Quote ID: NJSEA26MY

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		\$345,320.00
Subtotal		\$345,320.00
Pre-Tax Adjustments		
Code	Description	MSRP
NJCONCESSION	NJ GPC CONCESSION T3063	-\$4,680.00
NJ CONCESSION FOR NJ STATE CONTRACT T3063		
Total		\$340,640.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date



OFFER AND ACCEPTANCE PAGE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: T3063 24DPP00976 Universal Truck, 19,500 lb. GVWR Crew Cab & Chassis, DRW, 4WD, with Optional Hook Lift System, Various Bodies, Salt Spreader, Snow Plow & Accessories

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor ROUTE 23 AUTOMALL LLC
Address 1301 ROUTE 23
City, State, Zip Code BUTLER, NJ 07405
Phone Number 973-838-0800
Fax Number 973-838-5572
Email Address darmiger@23automall.com 23ford.com
FEIN [REDACTED]
Print Name & Title of Authorized Representative SCOTT BARNA PRESIDENT
Signature Authorized Representative [Signature]

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor/Bidder or any other party;
4. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
5. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
6. The Quote is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting Contractor may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available.

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number 24-FLEET-95503
Award Date 11/12/24 Effective Date 12/13/24
State of New Jersey Authorized Signature Christine Murphy
Print Name and Title Christine Murphy/Procurement Supervisor



State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](http://www.state.nj.us/treasury/revenue/busregcert.shtml), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency.

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 sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor 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. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State 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 N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) 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 Lieutenant Governor;
- (5) Engage or employ 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 the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

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.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor 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 N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor 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, offer to 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 the 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 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 New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship 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/she is employed or associated or in which he/she 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, now known as the State Ethics Commission, 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 influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of 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/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E 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, now known

as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 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.

2.14 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.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made 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 Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- 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 materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, 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, subcontractor, nor any person on his/her 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 engaged 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 during which such 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 or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. 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;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. 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;
 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;
 3. 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; and
 4. 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.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor

or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 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 statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., 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>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - 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, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- 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 \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire,

natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such

consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor 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 in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary 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; and
- 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.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

- A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide

the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims

against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract

resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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 et seq.

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; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

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, up grading, 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.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor 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 or subcontractor 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 or subcontractor 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 or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor 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 or subcontractor 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 or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor'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 or subcontractor 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 or subcontractor 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 or subcontractor 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 or subcontractor 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 or subcontractor 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 non-discrimination 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 or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) 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 or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor 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 or subcontractor 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 or subcontractor 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.
 - (iii) 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 or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor 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 or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor 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 or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor 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 or subcontractor 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.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

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 and its subcontractors 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.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



Signature

03/19/2024

Date

SCOTT BARNA PRESIDENT

Print Name and Title

ROUTE 23 AUTOMALL LLC

Print Name of Contractor