**PURCHASE ORDER**

**BILL TO:**
KEAN UNIVERSITY
GENERAL ACCOUNTING
1000 MORRIS AVENUE
UNION, NJ 07083
www.kean.edu

**VENDOR NAME AND ADDRESS**
Johnston Communications
Voice and Data
PO Box 390
Kearny NJ 07032

**SHIP TO:**
JOE MARINELLO-OCIS
KEAN UNIVERSITY
CENTRAL RECEIVING
1000 MORRIS AVE
UNION NJ 07083

**ITEM NO** | **ACCOUNT NUMBER** | **QUANTITY** | **UNIT** | **ITEM / DESCRIPTION --- DELIVER THE FOLLOWING ITEMS F.O.B. DESTINATION** | **UNIT PRICE** | **AMOUNT**
--- | --- | --- | --- | --- | --- | ---
1 | 61 02061 | 5991 | | NJ State Contract TL316/80802 exp 1/31/21 BLANKET PURCHASE ORDER FOR: Campus WiFi upgrades for the following facilities: ADMIN BARTLETT BRUCE BURCH CENTER FOR ACADEMIC SUCCESS DOUGAL HALL DOWNS HALL/KEAN POLICE FACULTY LOUNGE FACULTY HOUSING (EAST CAMPUS) FRESHMAN HALL GREEN LANE HARWOOD D’ANGOLA HENNINGS HALL | | 2,875,000.00 |

**AUTH. SIGS.**
Faruque Chowdhury
AVP, University Procurement and Business Services

**TOTAL AMOUNT**
CONTINUED

**PAGE** OF

This order not valid unless signed by the Director of University Purchasing.

Purchasing Copy
## PURCHASE ORDER

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1000 MORRIS AVENUE
UNION, NJ 07083
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**TO ENSURE PROPER PAYMENT, THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS AND ALL CORRESPONDENCE.**

**CONTACT FOR INFORMATION**
UNIVERSITY PURCHASING
(908) 737-5050

**CONTACT FOR PAYMENT**
GENERAL ACCOUNTING
(908) 737-3150 or acctspay@kean.edu

**INSTRUCTIONS AND CONDITIONS**
1. SHIP AND MARK PACKAGES AS SHOWN IN "SHIP TO".
2. MAIL INVOICE TO ADDRESS AT LEFT.
3. THIS ORDER IS SUBJECT TO THE TERMS, CONDITIONS AND SPECIFICATIONS STATED ON THE FRONT AND REVERSE SIDE HEREOF AND IN ANY ATTACHMENTS HERETO.
4. COLLECT SHIPMENTS NOT ACCEPTED.

**REQUISITION NUMBER**
B2100383

**VENDOR NAME AND ADDRESS**
Johnston Communications
Voice and Data
PO Box 390
Kearny NJ 07032

**SHIP TO:**
JOE MARINELLO-OCIS
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**AUTH. SIG.**
Faruque Chowdhury
AVP, University Procurement and Business Services

**DATE**
P.O. 3/02

**TOTAL AMOUNT**

**CONTINUED**

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Faruque Chowdhury
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**DATE**
P.O. 3/02

**TOTAL AMOUNT**
2,875,000.00

THIS ORDER NOT VALID UNLESS SIGNED BY THE DIRECTOR OF UNIVERSITY PURCHASING.

PURCHASING COPY
The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS
To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247.3 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

B. As defined in 40 CFR 247.3, 'recovered material' means:
1. Waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. For purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
   a. Postconsumer materials such as:
      i. Paper, paperboard, and tinfoil wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-use as a consumer item, including: used corrugated boxes, old newspapers, old magazines; mixed waste paper; tabulating cards, and used currency; and
      ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
   b. Manufacturing, forest residues, and other wastes such as:
      i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
      ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
   c. Forest and other products of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
   d. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
   e. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

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:
   a. Employment, upgrading, demotion, or transfer; recruitment or employment advertising; layoff or termination; rates of pay or other terms 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 whom 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
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"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. 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 subcontractee wishes to enter into a contract with a small business firm or nonprofit organization regulating the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subcontractee must comply with the requirements of 37 CFR Part 4. 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.


Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LYING 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.

Page 2 of 2